

**MALCOLM PUBLIC SCHOOLS, DISTRICT #148**  
**BOARD OF EDUCATION REGULAR MEETING AGENDA**  
**Monday, July 18, 2022 7:00 PM**  
**SCHOOL DISTRICT BOARD ROOM**

{{Name: Agenda Item Name}}

1. **Call Regular Board Meeting to Order - Roll Call**
2. **Consent Agenda**
3. **Communication From the Public: Communications in general or about a specific agenda item.**
  - 3.1. Kelly Frank
  - 3.2. Mr. Pritchett will give a short presentation on Apptegy
4. **Unfinished Business**
  - 4.1. Discuss, Consider and Take All Necessary Action on Policy 1220 Title IX--  
Procedure for Complaints of Sexual Harassment
5. **New Business**
  - 5.1. Discuss, Consider and Take All Necessary Action in Graduation Date and Time  
(Baseball Conflict)
  - 5.2. Discuss, Consider and Take All Necessary Action on Propane Bids
  - 5.3. Discuss, Consider and Take All Necessary Action On Milk Bids
  - 5.4. Discuss, Consider and Take All Necessary Action in Reviewing the Brand Identity  
Guide
  - 5.5. Consider, Discuss and Take All Necessary Action in Approving the Classified Staff  
Salary and Leave Information.
  - 5.6. Discuss, Consider and Take All Necessary Action on the Superintendent's Contract
  - 5.7. Consider, Discuss and Take All necessary Action in Approving the 2022-2023  
Certified, Classified and Parent/Student Handbooks
  - 5.8. Discuss, Consider and Take All Necessary Action in Approving Compensation  
Packages for Assistant Principal/Activities Director, Director of Technology and  
Information Services, and Student Services Director
  - 5.9. Discuss, Consider and Take All Necessary Action in Approving Compensation  
Packages for the Principals
6. **Reports and Discussion Topics**
  - 6.1. Administration Reports and Discussion Topics
    - 6.1.A. Principals
    - 6.1.B. Superintendent
      - 6.1.B.1. New Bus
      - 6.1.B.2. Environmental Branding Concept Discussion
      - 6.1.B.3. Discuss the timelines for the budget and tax request hearings
      - 6.1.B.4. Discuss the Kickoff Classic
7. **Enter into Executive Session if needed**

**(This item will be on the monthly agenda in case something comes up that we need  
to discuss in an executive session)**
8. **Adjournment**

**NOTICES:**

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

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

**Getting Started:** The Board of Education will receive public comment on individual agenda items or communication from any district patron on any issue. When it is your turn to speak during the “Communications from the Public” portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

**Time Limit:** You may speak one time, but please limit comments to 5 minutes or less.

**Personnel or Student Topic:** If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board of Education meeting.

**General Rules:** Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

SCHOOLS

BY: MALCOLM PUBLIC

BOARD OF EDUCATION

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 7/15/2022 1:01:14 PM

Account Code Description	Receipt Number	Customer Name	Description	Date Received	Receipt Amount
Interest on Investments	June Interest	NDSLAF Special Bldg	Interest	06/30/2022	\$993.41
Taxes Levied/Assessed by the School District	LancJune	Lancaster County Treasurer	Local Collections	06/15/2022	\$4,515.40
Taxes Levied/Assessed by the School District	SewJune	Seward County Treasurer	Local Collections	06/06/2022	\$1,154.15
					<b>\$6,662.96</b>

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 7/15/2022 1:00:32 PM

Account Code Description	Receipt Number	Customer Name	Description	Date Received	Receipt Amount
Interest on Investments	Interest	Union Bank Interest	Interest	06/30/2022	\$1.77
Interest on Investments	JuneStifit	Union Bank Interest	Stifit Int.	06/30/2022	\$71.82
					<b>\$73.59</b>

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 7/15/2022 12:59:38 PM

Account Code Description	Receipt Number	Customer Name	Description	Date Received	Receipt Amount
Interest on Investments	JuneInt	NDSLAF Bond Fund	Interest	06/30/2022	\$155.32
Taxes Levied/Assessed by the School District	LancJune	Lancaster County Treasurer	Local Collections	06/15/2022	\$2,473.19
Taxes Levied/Assessed by the School District	SewJune	Seward County Treasurer	Local Collections	06/06/2022	\$601.48
					<b>\$3,229.99</b>

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 7/15/2022 12:58:24 PM

Account Code Description	Receipt Number	Customer Name	Description	Date Received	Receipt Amount
Other Non-Revenue Receipts	20-102	Patrons/Students	Patron/Gradation payback	06/24/2022	\$179.14
Daily Sales Reimbursable Meals	20-103	Patrons/Students	Student Lunches	06/24/2022	\$10.00
Daily Sales Reimbursable Meals	JuneEunds	Patrons/Students	Student Lunches	06/22/2022	\$105.95
Federal Nutrition Programs	JuneState21	State of Nebraska	Federal Lunch Reimbursement	06/17/2022	\$37,093.58
Interest on Investments	StifitJune21	Union Bank Interest	June Stifit	06/30/2022	\$83.07
					<b>\$37,471.74</b>

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 7/15/2022 12:56:53 PM

Account Code Description	Receipt Number	Customer Name	Description	Date Received	Receipt Amount
Other Non-Revenue Receipts	21-081	State of Nebraska	4th Grade Field Trip - Time/miles	06/24/2022	\$155.89
Other Non-Revenue Receipts	21-082-3	Patrons/Students	Library/Book Fines	06/24/2022	\$56.03
Other Non-Revenue Receipts	21-084	Sadoff & Rudoy	Scrap metal Recycling	06/24/2022	\$103.95
Rentals of School Equipment, Property and Facilities	21-085	Malcolm Mateys, LLC	Before/After School Rental	06/24/2022	\$784.99
Non-Program Receipts	21-086	Patrons/Students	BCBS Employees	06/24/2022	\$1,312.35
Non-Program Receipts	21-087	Malcolm Lunch Fund	June Lunch PR Taxes	06/24/2022	\$3,988.65
State Aid	June21State	State of Nebraska	State Aid	06/30/2022	\$383,691.00
Other Non-Revenue Receipts	JuneEfun	Patrons/Students	SCC Tuition	06/09/2022	\$171.00
Taxes Levied/Assessed by the School District	JuneSew	Seward County Treasurer	Local Collections	06/06/2022	\$8,184.64
SPED (School Age)	JuneSped21	State of Nebraska	SpedSA FFR 20-21	06/22/2022	\$41,749.00
Taxes Levied/Assessed by the School District	LancJune	Lancaster County Treasurer	Local Collections	06/15/2022	\$51,643.30
					<b>\$491,840.80</b>

**Financial Summary  
6/30/2022**

**School Accounts**

	<b>General</b>	<b>Lunch</b>	<b>Activity</b>	<b>Bus Deprec</b>	<b>Student Fees</b>
Previous Bal 6/01/2022	\$3,251,398.66	\$105,289.69	\$190,535.17	\$138,779.11	\$40,422.00
Receipts -June 2022	\$494,414.17	\$37,471.74	\$3,454.35	\$73.59	\$0.00
Disbursements- June 2022	\$626,540.98	\$27,366.95	\$18,382.94	\$0.00	\$0.00
Cash in Cking 6/30/2022	\$561,901.13	\$5,173.98	-\$3,555.41	\$10,766.46	\$40,422.00
Invested: June 2022	\$2,559,370.72	\$110,220.50	\$179,161.99	\$128,086.24	

**Lanc. Co. Treasurer:**

	<b>General</b>	<b>Bond</b>	<b>QCPUF</b>	<b>Spc Bldg</b>
Previous Bal 6/1/2022	\$51,643.30	\$2,473.19	\$0.00	\$4,515.40
Receipts - June 2022	\$76,276.71	\$4,021.40	\$0.00	\$7,711.34
Disbursements June 2022	\$52,009.43	\$2,501.11	\$0.00	\$4,569.07
Cash on Hand 6/30/2022	\$75,910.58	\$3,993.48	\$0.00	\$7,657.67

**NSDLAF (Investment)**

	<b>Spc Bldg</b>	<b>Bond Fund</b>	<b>QCPUF Checking</b>
Previous Bal 6/1/2022	\$1,599,752.44	\$248,586.37	\$60,340.81
Receipts June 2022	\$6,662.96	\$3,229.99	\$0.00
Disbursements June 2022	\$0.00	\$0.00	\$0.00
Cash on Hand 6/30/2022	\$1,606,415.40	\$251,816.36	\$60,340.81

**Minutes – Board of Education  
June 20, 2022**

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, June 20, 2022 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. The notice of the meeting was published in the minutes of the May 16th, 2022 meeting of the Board, in the May 19th, 2022 issue of *“The Clipper”*, and the Seward Independent of June 15th, 2022. Board members present were: Michelle Bice, William England, Chandler Kramer, Tony Nutter, Ed Swotek. Absent -Amy Spellman. Administrators present were Ryan Terwilliger, Greg Adams, Amber Dolliver. Chairman Nutter called the meeting to order at 7:01PM and noted that the Open Meetings Act is posted on the north wall of the meeting room.

Bice moved, seconded by England, to approve the Consent Agenda. Ms. Blair presented an updated list of bills and reviewed bills and receipts. Voting by roll call: AYES – Bice, England, Kramer, Nutter, Swotek. NAYS – None. Motion passed.

**Financial Summary  
5/31/2022**

School Accounts	General	Lunch	Activity	Bus Deprec	Student Fees
Previous Bal 5/01/2022	\$2,174,657.63	\$80,098.18	\$184,969.30	\$127,952.57	\$40,222.00
Receipts -May 2022	\$1,100,216.77	\$60,724.11	\$14,352.55	\$62.32	\$200.00
Disbursements- May 2022	\$626,074.74	\$40,512.96	\$7,172.29	\$0.00	\$0.00
Cash in Cking 5/30/2022	\$573,544.03	\$4,152.26	-\$500.20	\$10,764.69	\$40,422.00
Invested: May 2022	\$2,678,137.39	\$101,137.43	\$191,035.37	\$128,014.42	

Lanc. Co. Treasurer:	General	Bond	QCPUF	Spc Bldg
Previous Bal 5/1/2022	\$232,859.20	\$17,314.15	\$0.00	\$31,168.50
Receipts - May 2022	\$51,813.86	\$2,487.46	\$0.00	\$4,540.46
Disbursements May 2022	\$233,029.76	\$17,328.42	\$0.00	\$31,193.56
Cash on Hand 5/31/2022	\$51,643.30	\$2,473.19	\$0.00	\$4,515.40

NSDLAF (Investment)	Spc Bldg	Bond Fund	QCPUF Checking
Previous Bal 5/1/2022	\$1,563,000.56	\$270,280.57	\$60,340.81
Receipts May 2022	\$36,751.88	\$20,037.05	\$0.00
Disbursements May 2022	\$0.00	\$41,731.25	\$0.00
Cash on Hand 5/31/2022	\$1,599,752.44	\$248,586.37	\$60,340.81

**Communications from The Public –None.**

**Unfinished Business – None**

**New Business –**

England moved, seconded by Swotek, to Deem old JH Volleyball Jerseys Excess Property. Voting by roll call: AYES – England, Kramer, Nutter, Swotek, Bice. NAYS – None. Motion passed.

Swotek moved, seconded by Bice, to Approve funding for a Student and Representative for FBLA National Competition Policy #5470. Voting by roll call: AYES – Kramer, Nutter, Swotek, Bice, England. NAYS – None. Motion passed.

Bice moved, seconded by Kramer, to approve the Student Fees Policy# 5416 as discussed for the 2022-2023 School Year. Hot lunch prices for the 2022-2023 School Year set at the following rates: K-6\$2.60;7-12 \$2.85; Breakfast \$1.60. Admission prices were also set \$5/Adult and \$4/Student. Voting by roll call: AYES – Nutter, Swotek, Bice, England, Kramer, Nutter. NAYS – None. Motion passed.

Bice moved, seconded by Swotek, to Approve the Malcolm Public Schools Strategic Plan as discussed. Voting by roll call: AYES – Swotek, Bice, England, Kramer, Nutter. NAYS – None. Motion passed.

Take Necessary Action to Adopting the Branding Guidelines- Item Tabled. – Edward Swotek updated the Board on where they were at on the Branding Process.

Bice moved, seconded by England, to Purchase New K-8 Language Arts Curriculum. Voting by roll call: AYES: Bice, England, Kramer, Nutter, Swotek. NAYS-None. Motion Passed.

Chandler Kramer moved, seconded by Edward Swotek, to approve the policies as presented.  
6600- Sped Policy, 8343- Agenda Constriction and Control, 8346- Public Participation at Board Meeting, 9340 –Minutes, 3132 Internal Controls, 3540- Bidding Construction Projects, 4009- Drug Use, 4133- Substitute Teachers, Except for policy 1200- Title IX Grievance policy- Tabled till July. Voting by roll call. AYES - England, Kramer, Nutter, Swotek, Bice. NAYS -None. Motion Passed.

Bice moved, seconded by England to create an Additional Elementary Administrative Assistant position. Voting by roll call. AYES- Kramer, Nutter, Swotek, Bice, England. NAYS- None. Motion Passed.

Swotek moved, seconded by Kramer to create a Nursing Position in the Elementary office, position would cover grades K-12. Voting by roll call. AYES - Nutter, Swotek, Bice, England, Kramer. NAYS- None. Motion passed.

**Administrative Reports –**

Mr. Greg Adams, Jr/Sr High School Principal

- Wrapping up the end of School Year Reporting, getting ready for Teachers to return in August.

Mrs. Amber Dolliver, Westfall Elementary Principal

- Discussed Enrollment up in several grades this coming school year.
- Wrapping up the end of School Year Reporting.
- Focusing on getting things ready for this upcoming school year.

Superintendent Ryan Terwilliger

- Working on the Budget & Tax Hearing Items.
- Discussed Graduation Date and Time and Potential Conflicts with State Baseball Championship will be discussed at the July Meeting.

Edward Swotek updated the board on NASB by-laws and membership dues.


Bice moved, seconded by England to Entered into Executive Session at 10:25pm. Voting by Roll call. AYES- Swotek, Bice, England, Kramer, Nutter. NAYS- None. Motion Passed.

Swotek moved, seconded by Kramer to come out of Executive Session at 11:02pm. Voting by Roll call. AYES – Bice, England, Kramer, Nutter, Swotek. NAYS- None. Motion passed.

Swotek posed a general question about safety and security. Mr. Terwilliger gave a general overview of the districts safety and security plans with some specific protocol. A brief discussion ensued.

With no further business before the Board, Bice moved, seconded by Nutter to adjourn. Voting by acclamation – ALL. Chairman Nutter declared the meeting adjourned at 11:19PM.

Respectfully submitted,



Alison E. Blair  
Recording Secretary

The next regular meeting of the Board of Education will be Monday, July18th, 2022 at 7:00PM at the District Board Room, 10004 NW 112<sup>th</sup> St., Malcolm, NE. An agenda will be published the Friday before each meeting.

	A	B	C
1	<b>GENERAL FUND EXPENDITURES</b>		
2	<b>June 20, 2022</b>		
3	Payroll	\$ 267,840.60	Payroll Expenses/Benefits
4	Amazon	\$ 1,227.76	Classroom Supplies
5	Amplify	\$ 114,997.68	Curriculum
6	Apple Inc.	\$ 6,579.00	IPAD7G 10Pk-2/360 IPAD 9/8/7G -20
7	Apptegy	\$ 15,090.00	Thrillshare/Service
8	CDWG	\$ 187.00	Headphone Adapters
9	Central Nebraska Rehabilitation Services	\$ 751.19	Vision SPED Services
10	Company Care	\$ 70.00	DOT Physical
11	Computer Hardware	\$ 6,987.50	Higher Ground Flak Jacket + Gray
12	DAS State Accounting	\$ 259.49	Internet Service
13	ESU2	\$ 60.00	Canvas 2022-23 Instance Subscription
14	ESU6	\$ 24,041.48	Web- Hosting, Speech/Hearing/Psych/Crave
15	ESU9	\$ 1,791.00	2022 Great Plains Summit
16	ESU Coordinating Council	\$ 390.60	World Book Nebr Power Pack
17	Eakes Office Solutions	\$ 32.99	Fax Service/Contract 6/1-6/30/2022
18	Fastenal	\$ 5.07	Conical 8-10 x 7/8
19	FES	\$ 2,052.00	SOCS Web Hosting Royalty
20	First Concord Group	\$ 85.00	Flex 125 Adm Fee/Annual Maint. Fee
21	French, Luke	\$ 121.00	DOT Physical Reimbursement
22	Generation Genuis, Inc	\$ 315.00	4th & 5th grade lesson plans
23	Glass Doctor - Lincoln	\$ 89.95	Windshield Repair
24	Hillyard	\$ 1,390.16	Cleaner, Liners
25	Hometown Leasing	\$ 924.22	Monthly Copier Leases May
26	Imagine Learning	\$ 4,500.00	Odysseyware K-12
27	Innovative	\$ 4,810.55	Coop Orders
28	Jamf	\$ 2,475.00	Software for Ipad
29	JW Pepper	\$ 79.99	Vocal Music
30	Kidwell	\$ 227.50	Troubleshoot Circulating Pump
31	Lakeshore	\$ 2,182.30	Classroom Supplies
32	Learning A-Z	\$ 353.00	Classroom Subscriptions
33	LifeGuard MD, Inc.	\$ 252.00	Defibrillation Battery/Pads
34	Lincoln Epoxy Flooring	\$ 5,763.84	Restroom Floors/Westfall
35	Magic-Writer, Inc.	\$ 27.95	May Service Fee
36	MC Enterprises	\$ 340.00	HS -North Wall, Flashing, door jams repair
37	Meehl, Jan	\$ 143.55	June SPED Services
38	Menards	\$ 570.05	Maintenance/Mower Supplies
39	Nappa	\$ 47.96	Suburban & Truck Filters
40	Nebraska Landscape Solutions	\$ 1,619.80	Fertilizer & Weed Killer
41	Neemann Refuse Inc.	\$ 682.00	May/June Trash Service
42	NIFCO	\$ 1,242.94	3" Spools for chilled coil
43	Norris Public Power	\$ 8,062.45	June Electric Service
44	Omaha Truck Center	\$ 3,036.34	Bus15 Brake Shoes/Heater/Coolant Leak
45	Omni/TSA	\$ 83.33	Compliance 403(B) Retirement Accounts
46	One Point Partitions, LLC	\$ 6,869.00	Bathroom Partitions/Westfall
47	Pyramid School Products	\$ 236.18	HS Office Supplies
48	Quill.com	\$ 155.82	Office Supplies
49	Really Good Stuff	\$ 1,388.31	Classroom Supplies
50	School Specialty	\$ -	Classroom Supplies
51	SEI	\$ 1,391.40	Alarm Monitoring 7/1/22-6/30-23
52	Seward Co. Independent	\$ 3.27	Legal Mtgs. Notice
53	Sherwin-Williams	\$ 189.02	Classroom Paint
54	Staples	\$ 240.04	Office Supplies
55	Student Assurance Services, Inc.	\$ 863.50	Student Insurance
56	Teacher Direct	\$ 757.14	Classroom Supplies
57	Teaching Strategies	\$ 307.50	GOLD Nebraska Bundle
58	Tractor Supply Co.	\$ 388.43	Soft Salt Pellets
59	Ty's Outdoor Power & Service	\$ 143.45	Sheave - Grasshopper Mower
60	Unite Private Networks	\$ 1,390.75	Distance Learning Cable
61	Verizon	\$ 158.61	Cellphone Service
62	Village of Malcolm	\$ 8,771.62	Water/Sewer Service/Ballfield Electric
63	Visa	\$ 857.49	Heating Element for HS Boiler
64	Wex	\$ 707.83	School Vehicle Fuel
65	Windstream	\$ 840.06	Phone Service
66		\$ <b>507,448.66</b>	<b>Total</b>

	A	B	C
67			
68	<b>Out of Cycle</b>	\$ 270.83	Clipper Postage
69			
70	<b>School Lunch Fund</b>		
71	Payroll	\$ 301.90	Payroll Expenses
72	Broughton, Danni	\$ 157.48	Mileage Reimbursement
73	Innovative	\$ 3,430.23	Paper Trays/Bun Covers
74	Denton, Tona	\$ 166.50	Senior Lunch Balance
75	Dostal, Shelly	\$ 123.15	Senior Lunch Balance
76	Duong, Phong	\$ 92.05	Senior Lunch Balance
77	Krcmarik, Nicole	\$ 123.20	Senior Lunch Balance
78	Miller, Kathy	\$ 88.30	Senior Lunch Balance
79	Hall, Heather	\$ 133.75	Senior Lunch Balance
80	Harwood, Christing	\$ 20.55	Senior Lunch Balance
81	Spieker, Sue	\$ 60.15	Senior Lunch Balance
82	Hulewicz,Dawn	\$ 159.45	Senior Lunch Balance
83	Witte, Annette	\$ 24.40	Senior Lunch Balance
84		<b>\$ 4,881.11</b>	<b>Total</b>

1550

1550

77.5

20.21

69.8

81.36

81.36

3430.23

Embedded below, you will find two separate sentence fragments--the one above the line is guidance from U.S. Department of Education, and the one below the line is from our potential amended Policy 1220. Instead of contacting our attorney immediately after the June meeting, I searched for information about the new Title IX rules. As you can see the USDE refers to "person" and the policy refers to "student". By using "person", one would think that interpretations of this policy would also include district personnel—not just students. However, the USDE guidance references "school's", whereas the potential policy references "District's". Therefore, I am recommending that ***Community Relations (policy 1220), Part "B" under Title IX—Procedure for Complaints of Sexual Harassment*** reads:

(b) 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;

## **U.S. Department of Education Title IX Final Rule Overview**

☐ 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 school's education program or activity; or

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Community Relations (Policy No. 1220)

Title IX – Procedure for Complaints of Sexual Harassment

(b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a **student** equal access to the District's education program or activity;

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

## TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

#### **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a **student person** equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) 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, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
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
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

**D. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, 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, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**E. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]



ryan terwilliger <ryan.terwilliger@mps148.org>

### Malcolm Public Schools Propane Bid

Roger Kreifels <rkreifels@farmersco-operative.com>  
To: ryan terwilliger <ryan.terwilliger@mps148.org>

Fri, Jul 15, 2022 at 12:56 PM

Good afternoon Ryan,

Farmers Cooperative of Dorchester NE would like to offer a bid of \$1.665 for the 22/23 winter heating season. Our contract delivery period typically runs September 1<sup>st</sup> through April 30<sup>th</sup> but we can adapt those dates if necessary.

Thanks Ryan and let me know if there is anything else we can do for you.

Roger Kreifels

Asst. Energy Division Manager

Farmers Cooperative of Dorchester NE

1615 N. 6<sup>th</sup> St.

Beatrice NE 68310

800-473-4579

Cell 402-641-3863

rkreifels@farmersco-operative.com



3435 Davey Road - P.O. Box 38  
Davey, NE 68336

July 12, 2022

Malcolm Public Schools  
10004 NW 12th St  
Malcolm, NE 68402

RE: Propane Contract Proposal

Malcolm Public Schools

Otte Oil & Propane proposes to furnish propane delivered to the Malcolm Public Schools from September 1, 2022 thru August 31, 2023 for the price of \$1.659 per gallon. All contracted propane comes with regulator checks and leak checks for all locations. Contract to except this offer must be signed by August 1, 2022.

If you have any questions or if I can be of further assistance, please give me a call.

Thanks,

Jessica Schwarting  
Otte Oil & Propane

---

Malcolm Public Schools

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Date

---

Otte Oil & Propane, Inc Signature

---

Date



3435 Davey Road - P.O. Box 38  
Davey, NE 68336

July 12, 2022

Malcolm Public Schools  
10004 NW 12th St  
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RE: Propane Contract Proposal

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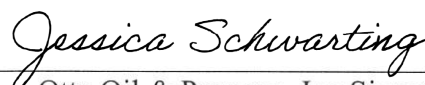
If you have any questions or if I can be of further assistance, please give me a call.

Thanks,

Jessica Schwarting  
Otte Oil & Propane

 (Ryan Terwilliger: SUPERINTENDANT)  
\_\_\_\_\_  
Malcolm Public Schools

7/20/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Otte Oil & Propane, Inc Signature

07/20/2022  
\_\_\_\_\_  
Date



## Kemps LeMars 2022-23 Dairy Bid

Kemps LeMars Office

1345 12th Ave SW  
Le Mars, IA 51031

June 2022

Escalator Clause

Bill To: **172886**  
MALCOLM PUBLIC SCHOOL  
  
7702

Kemps LeMars has prepared an escalator bid for your schools dairy program for the upcoming school year. Please see the below bid prices quoted for the month printed in the top right corner. **If you have any questions regarding this bid, please contact Debra Carlson at: Email: [debra.carlson@kemps.com](mailto:debra.carlson@kemps.com) - Phone: 712-548-2200 x41113**

**ORDER METHOD FOR ALL SCHOOLS IN 2022-23 WILL BE ALL ON-LINE ORDERING. WEBSITE: <https://orders.deanfoods.com>**  
**KEMPS WILL OFFER CREDIT FOR MANUFACTURING DEFECTS ONLY AT TIME OF DELVIERY. SINCE THIS IS A NEW PROCESS, IF KEMPS IS AWARDED THE BID, WE WILL ALLOW 90 DAY GRACE PERIOD WHERE WE WILL OFFER CREDIT.**

Milk 8OZ-HALF PINTS	Carton	Item #	Escalator
KEMPS SEL WHL ECO HP 50/CS	Paper	65378	
KEMPS SEL 2% ECO HP 50/CS	Paper	65379	
KEMPS SEL 1% ECO HP 50/CS	Paper	65380	0.3165
KEMPS SEL SKIM ECO HP 50/CS	Paper	65381	0.3003
TMOO 1% CHOC AGH FREE SQT HP 48/CS	Paper	47284	
TMOO SKIM CHOC AGH FREE HP 50/CS	Paper	45837	0.3143
TMOO SKIM STRAW HP 50/CS	Paper	46073	0.3175

Please fill in the below information, sign and return via mail, or email at [debra.carlson@kemps.com](mailto:debra.carlson@kemps.com) along with any other competitive bids and a 22/23 school calendar.

<b>We</b>	(Please circle one)	<b>We</b>
<b>Accept</b>		<b>Decline</b>

Accepting the bid..fill out the on-line ordering form and return with this signed bid.

**First Day of School:**

**Name of Kitchen/Food Service Director:**

**Phone #:**

**Email:**

**Signature:**

### Order method: On-line ordering only.

Coolers are provided at no extra charge.

Kemps Dairy Items	Carton	Item #	Escalator
KEMPS SEL WHL PL GAL 4/CS	Plastic	66351	5.8549
KEMPS SEL 2% PL GAL 4/CS	Plastic	66352	5.3983
KEMPS SEL 1% PL GAL 4/CS	Plastic	66353	5.1053
KEMPS SEL SKIM PL GAL 4/CS	Plastic	66354	4.8379
TMOO 1% CHOC AGH FREE GAL 4/CS	Plastic	47421	5.8218
KEMPS HG Lactose Free ESL Skim (other fat levels avail.)	Paper	66713	4.8907
KEMPS HG 2% Milk PL 9/CS	Plastic	66385	3.1113
KEMPS QT H&H PP 16/CS	Plastic	66498	2.8074
KEMPS PT HWC 36% STAB PAPER 28/CS	Paper	66658	3.3065
KEMPS GAL OJ 100% 4/CS	Plastic	66510	5.8236
KEMPS HG OJ 100% 9/CS	Plastic	66511	3.2678
KEMPS 6OZ OJ 100% SQT 48/CS	Paper	68306	0.3884
CIT SUN 100% JC 4OZ: Orange, Apple & Grape	Plastic - Foil Top	54950	0.2871
KEMPS 5LB CC 4% SMCRD 2/BX	Plastic Tub	66508	10.7637
KEMPS 5LB CC 2% SMCRD 2/BX	Plastic Tub	66507	10.9292
KEMPS 5LB CULT SR CRM PLN 2/BX	Plastic Tub	66506	10.1468
KEMPS 24OZ LIGHT SOUR CREAM 12/SLEEVE	Plastic Tub	66375	2.8722
KEMPS 1OZ SOUR CREAM POUCH REG	POUCH	68386	17.7515
KEMPS 5LB YOGURT(VAN/BLUEB/STR/PLAIN)	Plastic Tub	65400	9.7524
KEMPS HALF GAL 5% VAN IC MIX PL 9/CS	Plastic	66444	4.2331
ALA CARTE	Carton	Item #	Escalator
KEMPS PINT MILK (WHL,2%,FF,CHOC 1% & 2%)	Plastic	66364	1.3067
TMOO 14OZ WHOLE CHOC ESL PLASTIC 12/SLEEVE	Plastic	51063	1.4817
TMOO 14OZ 1% CHOC ESL PLASTIC 12/SLEEVE	Plastic	51064	1.4817
DPURE 14OZ WHL ESL PLASTIC 12/SLEEVE	Plastic	56780	1.4817
DPURE 14OZ 2% ESL PLASTIC 12/SLEEVE	Plastic	56781	1.4817

**Deliver /week:** **2**

**Locations:** **1**

**Coolers:** **1**

**Ship To's:** \* Delivery Days and Times to be Determined\*  
174358 MALCOLM ELEMENTARY SCHOOL

**Billing address: DFA Dairy Brands Corporate, LLC / PO BOX 776922/ CHICAGO IL 60677-6922**

**Phone: 800-332-6462.**

No Acceptance of Standard Terms and Conditions: Notwithstanding any terms or conditions contained or referenced in this RFP, each response and submission relating to this RFP shall be subject to the condition that all terms and conditions relating to any resulting business relationship must be separately negotiated and agreed upon in a written agreement executed by both parties, which written agreement shall represent the entire and exclusive understanding and agreement between the parties as to the applicable business.



Produced & Distributed by Kemps.

## Fluid Milk Escalator /De-escalator Clause

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration Federal Milk Market Order monthly changes in the cost of skim milk and butterfat. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

### SKIM MILK:

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon	-	.0430 per 5 Gallon
Gallon	-	.0086 per Gallon
8 oz.	-	.00054 per 8 oz.

### BUTTERFAT:

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- **Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**
- This escalator/de-escalator formula applies to all fluid milk items.

### Non Fluid Milk Items

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Kemps advises you of our intent to change the price as a result of a significant supplier price change.



# OUR BRAND

MALCOLM PUBLIC SCHOOLS  
District #148 – Malcolm, Nebraska

## BRAND IDENTITY STYLE GUIDE



## TABLE OF CONTENTS

### **WHO WE ARE**

- Our Mission
- Our Vision
- Our Beliefs

### **OUR BRAND**

- Why Brand?
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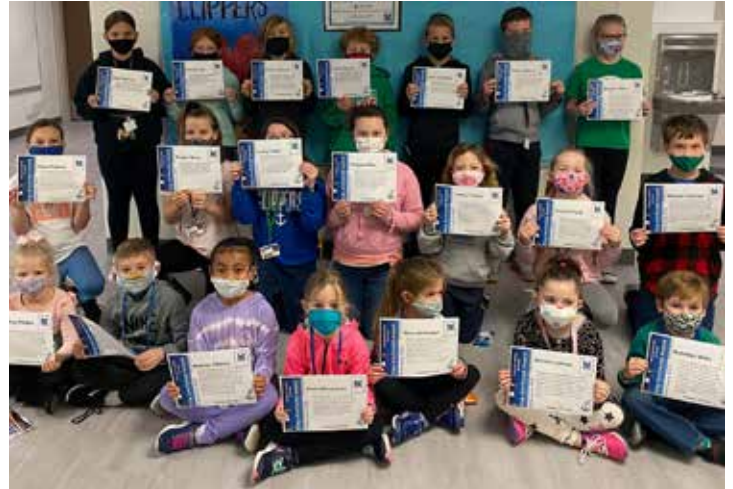
### **MERCHANDISE**

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## WHO WE ARE

Malcolm Public Schools is a growing, dynamic and proud public school district located in the Village of Malcolm on the outskirts of neighboring Lincoln, Nebraska. Malcolm offers its students a top-tier education and a PK-12 educational experience second-to-none. A student-centric focus, a quality instructional staff, challenging curriculum and a smaller school environment combine to create an ideal setting to allow students to learn, explore, grow and thrive on their journey to becoming global citizens.



## Our Mission

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



## Our Vision

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



## Our Beliefs

The mission of the Malcolm Public Schools is based upon the belief that:

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



# OUR BRAND

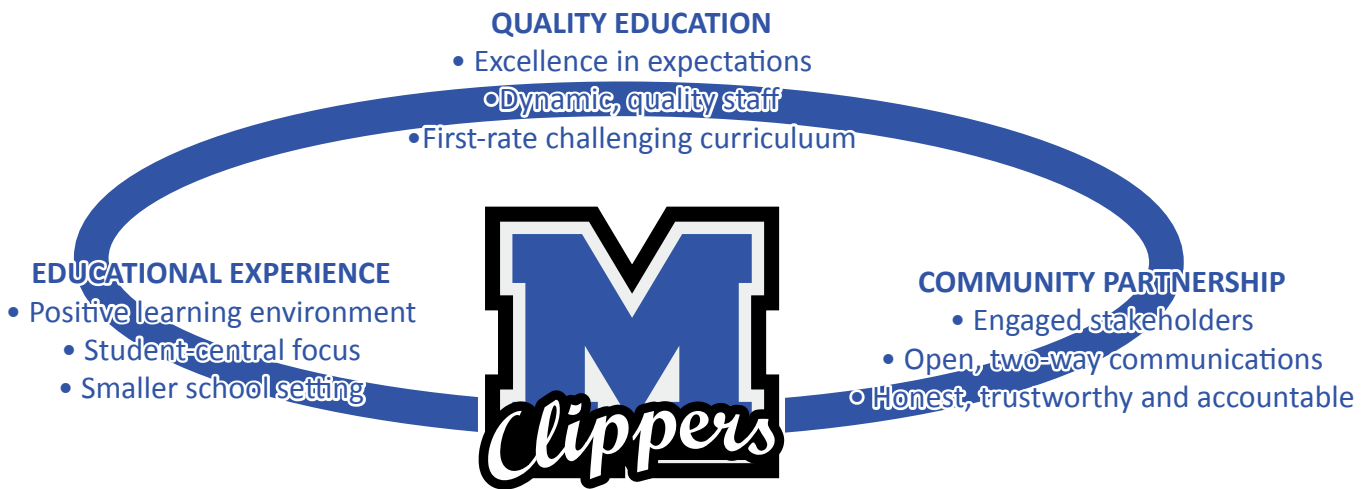
## Why Brand?

What is a brand and why is it so important? In a crowded world flooded by a constant stream of never-ending messages and a seemingly unlimited number of choices, how does anyone sort through all of this? Building a powerful and memorable brand is essential to navigating through this maze of competitive messaging and is one of the keys to success.

A brand is more than a logo or a particular color. It is the emotional connection between an entity and its stakeholders. It's the collective sum of pride, loyalty, choice, awareness, messaging, connection and image. It's the deep, internal feeling one gets when thinking or talking about the brand. A strong brand stands out from the crowd and is a powerful differentiator.

## Our Brand Essence

The essence of our brand, and what sets Malcolm Public Schools apart from the rest, is quite simple: we are a district that prides itself on providing a top-tier quality education – in partnership with our community – who together create an educational experience focused on maximizing the potential for each student's individual success.



The choices we make in contributing to each element of our brand essence is driven by Malcolm Public Schools' aspirational vision statement – “We strive to become the most admired school district in Nebraska.”

## Our Brand Voice

Part of contributing to a strong Malcolm brand is not only WHAT we say – but also HOW we say it. Clear, concise content expressed in a positive, upbeat tone will best represent Malcolm Public Schools’ commitment to its students through a quality education and its optimistic outlook for the future.

Verbal and written communication should be welcoming, approachable, genuine and in plain English to build trust and understanding. Written content should be void of misspellings, grammatical errors and poor punctuation.

Keeping the interests of the audience always in mind is paramount to communicating Malcolm’s message effectively.



## Primary Logo

The Malcolm “Block M with Clippers Script” is the primary brand identity design for Malcolm Public Schools. It symbolizes the strength and tradition of Malcolm’s 100+ year heritage and its visionary, forward-looking outlook for the future.

When visually representing Malcolm Public Schools, Malcolm’s primary logo should be used. Consistent usage of this primary logo will reinforce Malcolm’s brand equity in its brand.



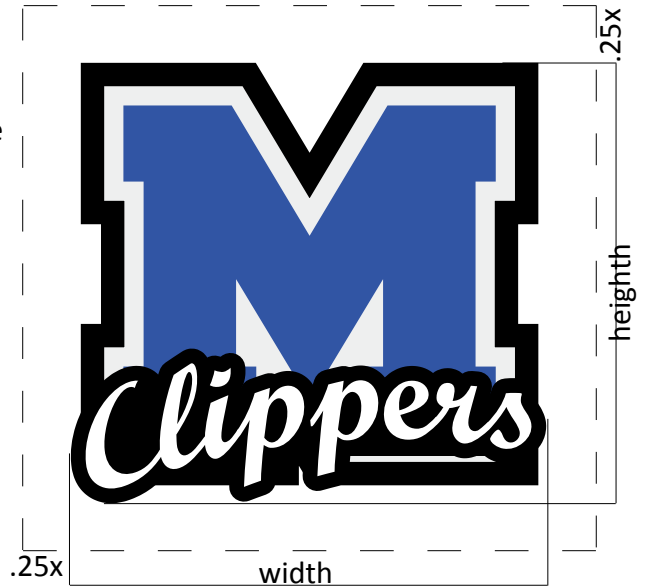
Each element of Malcolm’s primary logo was specifically designed to maximize visual impact and clarity.

Do not alter the orientation, color, positioning, sizing or relationship of any of these elements. Use only the official logos designed to approved specifications. Do not attempt to recreate logos. Ensure legibility by not reducing logo sizes below minimum standards. See “Minimum Size”. Do not attempt to reproduce logos by scanning a previously printed version or by performing a “screen shot” from the Internet. Such reproduction methods will degrade image quality. Additional logo treatment information can be found in “Logo Usage”.

## Logo Spacing

To ensure maximum visibility and integrity, always position the Malcolm primary logo with an area of clear space completely surrounding the design. No other competing design element should be integrated into this clear space area without brand administrator approval.

The clear space surrounding the Malcolm logo should be no less than 25% of the maximum width of the Block M and should be maintained on all sides of the design as the logo is proportionally enlarged or reduced in size.



## Minimum Size and Exceptions

When utilizing the primary logo, take into consideration its relationship of size and legibility. An image too small doesn't serve any useful purpose and can detract from legibility. For printing purposes, the overall height of the primary logo should be no smaller than 0.75 inches and no smaller than 75 px tall in digital applications.






Exceptions to minimum primary logo size limitations may exist in certain applications such as some stationery pieces or in selected specialty items including pens, pencils, key chains, medals, jewelry, etc. In these situations, graphic designers should use their discretion when they cannot adhere to minimum size standards. In limited circumstances where the designated print area is too small to use a legible primary logo, it is acceptable to use the printed name of the school district (i.e. "Malcolm Public Schools" or "Malcolm Clippers") in the approved print font without the primary logo.

## Color Palette

Color is one of the most distinctive and differentiating elements of any brand. Consistency in color presentation across all uses provides immeasurable strength to a brand's image and serves as a powerful connection to the brand.

Over the years, Malcolm Public Schools has traditionally been associated with a "Malcolm Blue" or "Clipper Blue" shade of blue as its signature color. This signature color is complemented with usage of black and/or white accents.

### OFFICAL MALCOLM PUBLIC SCHOOLS COLORS

COLOR		PRINT
MALCOLM BLUE		PANTONE: 286 CMYK: C100 M65 Y0 K0 Web RGB: 0 102 153
BLACK		PANTONE: None CMYK: C0 M0 Y0 K100 Web RGB: 0 0 0
WHITE		PANTONE: None CMYK: C0 M0 Y0 K0 Web RGB: 255 255 255

There may be occasions where colors other than those from the core palette of Malcolm Public Schools may be utilized. This could include selected promotional items, specialty or nostalgic uniforms, building materials/paint, certain school supplies, etc. Discretion should be used when selecting colors outside of the core palette to avoid competing contrasts or dilution of approved colors. Non-core colors should serve to accent or complement Malcolm's core palette of official colors. These colors should not replace any of the core palette colors nor should they be the dominant color on printed items.

## Color Variation

The Malcolm Clippers logo can be used in the various color variations:



## Logo Usage

Proper usage of the “official” Malcolm logo helps to ensure the visual integrity of the brand and improve legibility. In general, the Malcolm logo should always utilize the three-color design and be placed on a solid background; however, some exceptions may be permitted (i.e. black/white printing, one-color reverse imagery, neutral area or low contrast/highly detailed photographic background, etc.). Shown below are some examples of the proper and improper use of the “official” Malcolm logo.

### Do’s . . .



Placement against a solid background is acceptable.



Use of a one-color design is acceptable.



Placement on a neutral area of a photo is acceptable.

### Don't . . .



Do not alter the colors or add a pattern to the logo.



Do not place the logo over patterned solid colors.



Do not place the logo over high contrast photo backgrounds.



Do not distort the proportion of the logo.



Do not crop a portion of the Malcolm logo.

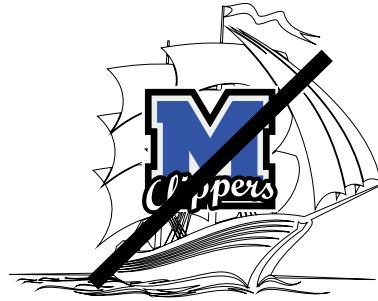


Do not eliminate or modify the size of the border.

## Don't, continued . . .



Do not add additional outlines.



Do not add other artwork elements.



Do not overlay additional text.



Do not use the logo to substitute for a letter.



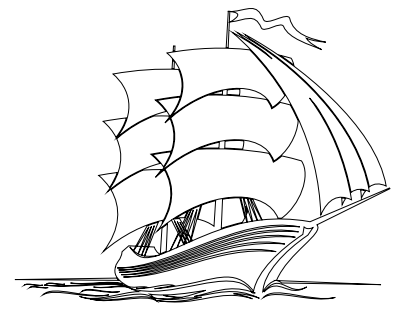
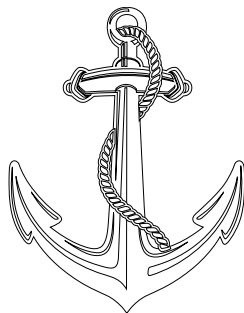
Do not blur, distress or screen down the logo.



Do not rotate or render the logo three-dimensionally.

## Secondary Logos

While the primary logo should be used to visually represent Malcolm Public Schools, selected secondary logos are acceptable for use to complement Malcolm's brand identity in design applications. Design standards for secondary logos follow the same rules as Malcolm's primary logo. Shown below are the approved secondary logos for Malcolm Public Schools.



Any additions to the Malcolm secondary logo library must be approved by the brand administrator prior to use. Upon approval, digital vector files of the secondary logo will be added to this style guide.

## Departmental Lockups

To leverage the collective strength of the brand for intra-Malcolm Public School departments or school-affiliated organizations, these departmental lockups have been designed to provide design presentation consistency yet be reflective of the uniqueness of each individual department or organization. Alternations to these departmental lockups should not be made. Listed below are examples of Malcolm departmental lockups. If your Malcolm Public Schools department or school-affiliated organization is not listed below, please contact the brand administrator and one will be created for you.



Malcolm Public Schools



Malcolm Public Schools Foundation



Malcolm Art Department



Malcolm Athletics



Malcolm Baseball



Malcolm Basketball



Malcolm Public Schools



Malcolm Public Schools  
Foundation



Malcolm  
Art Department



Malcolm  
Athletics



Malcolm  
Baseball



Malcolm  
Basketball

Departmental Lockups, cont.



Malcolm Boosters Association



Malcolm Boosters  
Association



Malcolm Cross Country



Malcolm Cross Country



Malcolm Drama



Malcolm Drama



Malcolm Educators Association



Malcolm Educators  
Association



Malcolm Football



Malcolm Football



Malcolm Music Department



Malcolm Music  
Department



Malcolm Parent Teacher Organization



Malcolm Parent  
Teacher Organization

Departmental Lockups, cont.



Malcolm Softball



Malcolm Softball



Malcolm Special Education



Special Education



Malcolm Speech



Malcolm Speech



Malcolm Track & Field



Malcolm  
Track & Field



Malcolm Unified Bowling



Malcolm  
Unified Bowling



Malcolm Volleyball



Malcolm Volleyball



Malcolm Wrestling



Malcolm Wrestling

## Logo Vault

The following logos and artwork associated with Malcolm Public Schools are retired and should no longer be applied for current use. Retired logos and artwork may be used under limited circumstances, such as for nostalgic purposes, but only upon approval by the brand administrator.



## TYPEFACE & STATIONERY

### Typeface

With a wide variety of available choices, typeface is often reflective of the style and personality of the brand. The characteristics of the typeface should be in alignment with the mission, vision, brand essence and brand voice of the Malcolm Public Schools.

Typeface should be selected to enhance legibility and readability. Typography for Malcolm Public Schools should generally avoid serif fonts (i.e. Times New Roman, Garamond, Georgia, etc.) since these fonts are typically considered an older style. Usage of upper/lower case letters rather than all upper case letters (i.e. Malcolm Public Schools vs. MALCOLM PUBLIC SCHOOLS) in headlines or titles improves readability and makes copy more approachable.

Two recommended fonts for general body copy are:

#### Calibri

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

Calibri (Body)

*Calibri Light (Headings)*

Arial

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

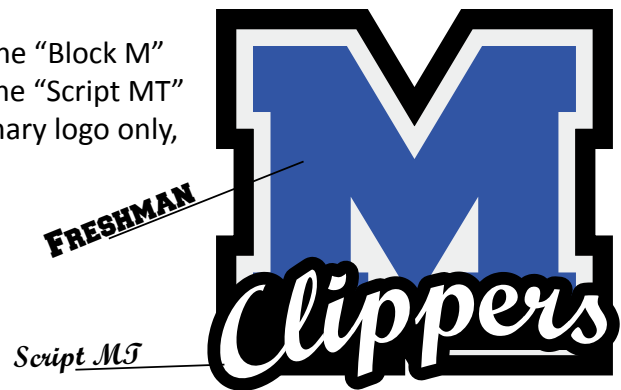
Arial

**Arial Black**

Arial Narrow

**Arial Rounded MT Bold**

The “official” Malcolm primary logo consists of two fonts. The “Block M” uses the “Freshman” font and the scripted “Clippers” uses the “Script MT” font. Usage of these two fonts should be limited to the primary logo only, unless otherwise approved by the brand administrator.



Typeface utilized for school uniforms may be limited to the selections offered by the Malcolm-approved sports uniform supplier. Generally, a readable, block-style font on sports uniforms is preferred over other stylistic fonts. Typography used for Malcolm Public School merchandise offered by approved suppliers is generally broader in scope; however, discretion should be used while always maintaining the design integrity of the “official” Malcolm primary logo.

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## Stationery

In addition to typography, stationery items are also a tangible indicator of a brand's personality. Care should be exercised in selection of paper stock to ensure quality in color, weight, texture and ink absorption consistency. All fulfillment requests for Malcolm Public School stationery items should be made directly with the Business Manager in the Malcolm Administration Office.

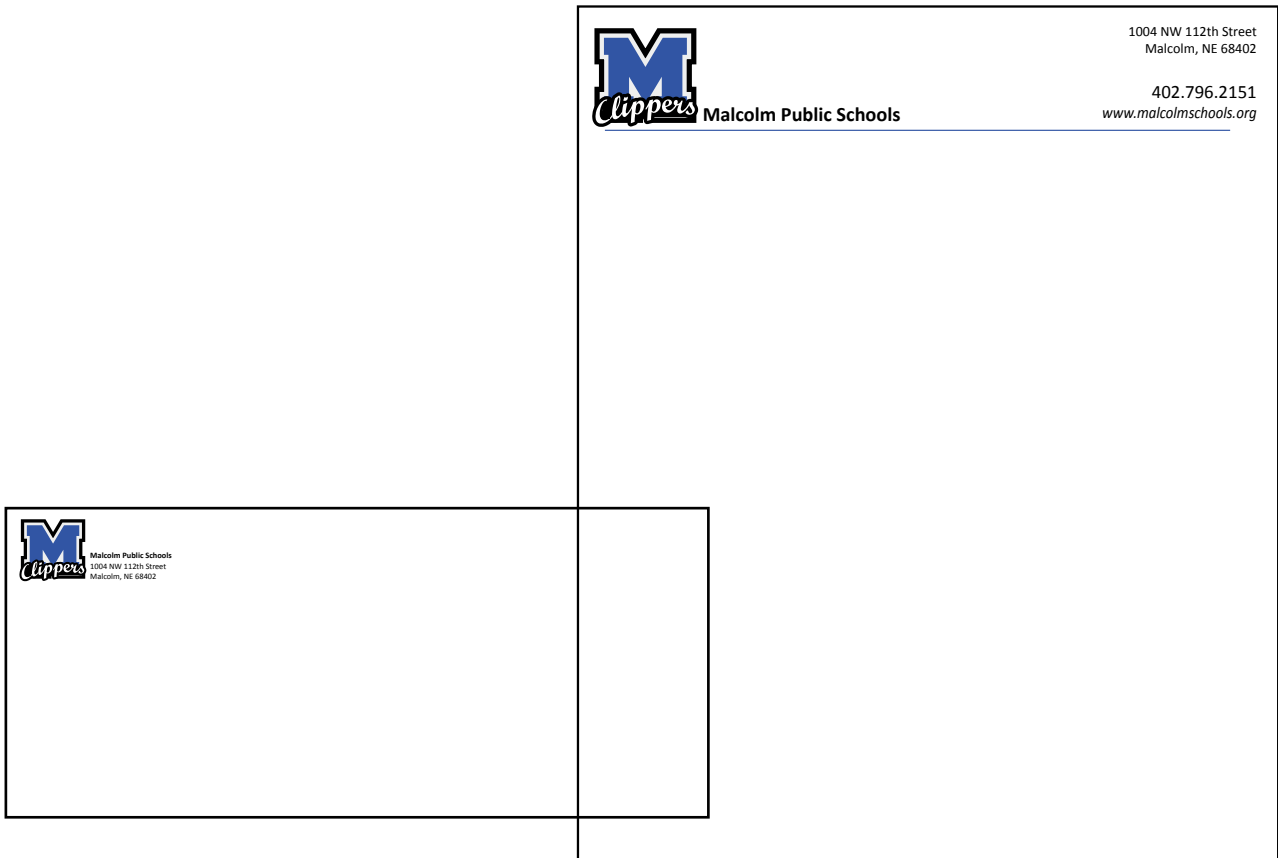
### Business Cards

(White, raised print preferred, recommended stock weight: 100 – 130 lb.)



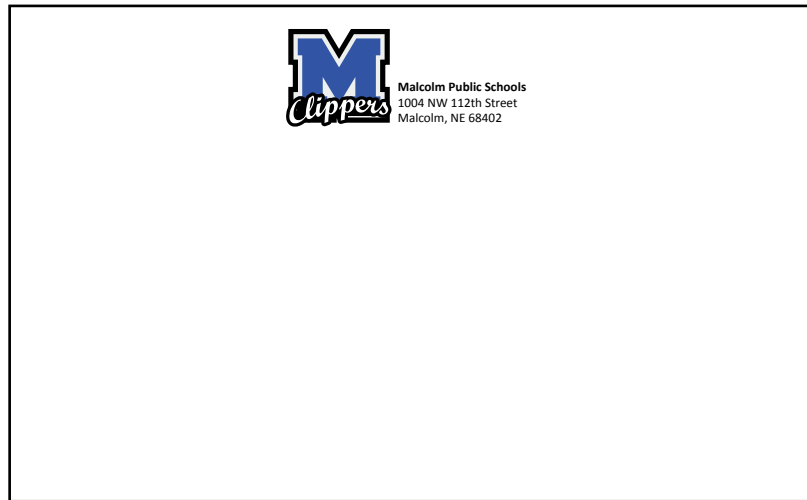
### Letterhead & Envelopes

(White, recommended stock weight: 24 lb.)



**Stationery, cont.**

**Mailing Label**



**Thank You Card**



**E-mail Signature**



**Ryan Terwilliger**

*Superintendent of Schools*  
*ryan.terwilliger@mps148.org*  
402.796.2151

## Conference Logos

Effective in the Fall of 2022, Malcolm Public Schools will become a member of the Trailblazer Conference. Each member school district has its own logo design. Digital files of these designs can be obtained by contacting the Malcolm Public Schools brand administrator.

Ashland-Greenwood Bluejays  
(Joining Fall 2023)

Platteview Trojans

Beatrice Orangemen

Plattsmouth Blue Devils



Malcolm Clippers

Ralston Rams

Nebraska City Pioneers

Wahoo Warriors

## SOCIAL MEDIA

This section is currently under development.  
Please consult with the brand administrator for any immediate needs.

## PHOTOGRAPHY



One of the leading attributes that differentiates Malcolm Public Schools from other districts is the unique, engaged and dynamic people that comprise Malcolm's students, staff, parents, patrons and supporters.

Photography should be selected that celebrates the district's student-centric belief and captures the spirit and energy inherent throughout Malcolm Public Schools.



Selection of photography associated with Malcolm Public Schools should focus on people engaged in school learning and Malcolm-related activities. Photos should be expressive and stir the emotion of the observer to cause them to smile. Attention to achieving a diverse mix of age, gender, race and ethnicity in photographic subjects should be made to be reflective of the unique mix of individuals who come together to make the Malcolm educational experience special.







Malcolm photography should capture a moment; and not be “just a snapshot.” Always try to use crisp, high-resolution photography for vivid reproduction purposes and avoid blurred or out-of-focus imagery, inadequate lighting and poor framing.









## MERCHANDISE

### School Athletic Uniforms

In addition to Malcom Public Schools reputation for strong academics and a student-centric environment, support of Malcom’s tradition of excellence in athletics and the fine arts is symbolic of the pride and energy students, staff, parents, patrons and fans have in its school.

When a student puts on a Malcom athletic uniform, they represent the district’s commitment to quality, sportsmanship, hard work and fair play. School uniforms are an extension of this commitment and must follow brand standards to ensure a quality presentation and brand consistency.

Malcolm Public Schools uses primarily Nike sports apparel supplied by BSN Sports of Kearney, Nebraska for its sports uniforms. Preferred uniform colors are either a blue uniform with white/black accents or a white uniform with blue/black accents. The blue color in Malcom uniforms is Nike’s “Team Royal” or equivalent. Lettering/numbers on Malcom uniforms should have sufficient size and color contrast to enhance readability from distances and to meet Nebraska School Activities Association requirements. Any artwork representing Malcom Public Schools on uniforms should use the “official” Malcom primary logo.



## Malcolm-Approved Merchandise

Fans and supporters of Malcolm Public Schools proudly showcase their enthusiasm for Malcolm Clipper student-athletes by selecting from a wide array of branded apparel and specialty merchandise items. Much like the school's sports uniforms, consistency in presentation of colors, styles and designs help to ensure the strength and integrity of Malcolm's powerful brand.

At this time, BSN Sports of Kearney, Middle Creek Printing (formerly Sports Express) of Seward and Custom Sports of Norfolk have been contracted to produce approved merchandise for Malcolm Public Schools. Usage of other merchandise suppliers should be pre-approved by the brand administrator.

While some discretion may be acceptable, efforts should be made to follow Malcolm Public School brand standards as closely as possible for all school-approved merchandise, including, but not limited to, usage of the "official" Malcolm logos, approved colors (or their equivalents), typography, spacing and logo usage.



## FAQs

### Who is required to use the “official” Malcolm logos?

Any artwork intended to represent Malcolm Public Schools, or a Malcolm Public Schools-affiliated or sanctioned organization, should utilize the “official” Malcolm logos.

Are non-Malcolm Public School-related organizations, who may even have current Malcolm students actively participating in them, required to use “official” Malcolm logos or design standards?

No. Non-Malcolm Public School organizations such as the Malcolm Youth Sports Association, Malcolm Legion Baseball, various sports camps, etc. are not required to use “official” Malcolm logos or design standards. Any use of “official” Malcolm logos by any of these types of organizations must be pre-approved by the brand administrator.

### Can I create my own unique Malcolm logos for my school department or school-affiliated organization?

No. The strength and value of the Malcolm brand lies with its consistent presentation. Use of the “official” Malcolm logos strengthens the affiliation of the department/organization to Malcolm Public Schools and brings an elevated level of credibility. Creation of unique Malcolm logos creates confusion and contributes to brand dilution.

If your Malcolm school department or school-affiliated organization does not have a pre-approved logo design (see “Departmental Lockups” for examples), contact the brand administrator for assistance.

### What apparel or specialty item suppliers can be used to produce Malcolm-branded merchandise?

At this time, BSN Sports of Kearney, Middle Creek Printing (formerly Sports Express) of Seward and Custom Sports of Norfolk have been contracted to produce approved merchandise for Malcolm Public Schools. Usage of other merchandise suppliers should be pre-approved by the brand administrator.

### Can Malcolm Public School student teams or clubs design their own member t-shirts?

Yes, members of Malcolm Public School student teams or clubs may design their own t-shirts; however, any logo designated to represent Malcolm Public Schools must use the “official” primary logo. To strengthen affiliation with Malcolm Public Schools, t-shirt designers are encouraged to adhere to brand design standards but may use appropriate discretion in considering design options. Final designs should be submitted to the brand administrator for pre-approval.

### Where do I get the digital vector files of the official Malcolm logos?

Requests for digital vector files of Malcolm’s official logos are fulfilled on a case-by-case basis and can be made by submitting an email to one of the brand administrators listed under the Contacts section in this Style Guide.

## CONTACT

Adherence to the design standards established in the Malcolm Public Schools Brand Identity Style Guide is paramount to maintaining the integrity and consistency of the Malcolm brand. Users are strongly encouraged to thoroughly read this Brand Identity Style Guide to ensure all aspects of the design standards are implemented.

Any questions on the use or application of these Malcolm brand standards, or to request digital files of the approved Malcolm digital logo artwork, should be directed to the brand administrators listed below.

### Questions and Requests for Digital Logo Artwork

Ryan Terwilliger  
Superintendent  
Malcolm Public Schools  
10004 NW 112th Street  
Malcolm, NE 68402  
402.796.2151  
ryan.terwilliger@mps148.org

Alison Blair  
Business Manager  
Malcolm Public Schools  
10004 NW 112th Street  
Malcolm, NE 68402  
402.796.2151  
alison.blair@mps148.org

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#### PLEASE NOTE:

While efforts have been made to provide a comprehensive overview of Malcolm's brand identity standards, certain design situations may arise which may not be directly addressed by this Style Guide. In these situations, users are encouraged to consult with the brand administrators prior to production. Updates to this Malcolm Public Schools Brand Identity Style Guide will be made on a periodic basis. To ensure compliance with the most current brand standards, users should refer to the latest version.

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22-23 wages are figured at +3%

## Malcolm Public Schools

### Wage/Compensation and Classification for Classified Staff

Classified Managers/Directors					
<b>BUSINESS MANAGER</b>			Alison Blair		
		19-20	20-21	21-22	22-23
New Employee	Level I	\$ 19.84	\$ 20.44	\$ 21.00	\$ 21.63
Middle Level	Level II	\$ 21.98	\$ 22.64	\$ 23.53	\$ 24.24
Maximum Base	Level III	\$ 24.41	\$ 25.14	\$ 26.14	\$ 26.92
<b>DIRECTOR OF FACILITIES AND FLEET OPERATIONS</b>			Doug Savicky		
		19-20	20-21	21-22	22-23
New Employee	Level I	\$ 17.66	\$ 18.19	\$ 19.10	\$ 19.67
Middle Level	Level II	\$ 19.74	\$ 20.33	\$ 21.35	\$ 21.99
Maximum Base	Level III	\$ 22.05	\$ 22.71	\$ 23.85	\$ 24.56
<b>District Executive Assistant/Transportation</b>			Wendy Powers		
		19-20	20-21	21-22	22-23
New Employee	Level I	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.03
Middle Level	Level II	\$ 17.20	\$ 17.71	\$ 18.25	\$ 18.79
Maximum Base	Level III	\$ 19.10	\$ 19.68	\$ 20.27	\$ 20.87
<b>Nurse</b>	<b>New Position</b>				
		19-20	20-21	21-22	22-23
New Employee	Level I				\$ 30.00
Executive Assistants					
<b>Westfall Executive Assistant</b>			Chris Bolte		
		19-20	20-21	21-22	22-23
New Employee	Level I	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49
Middle Level	Level II	\$ 16.77	\$ 17.27	\$ 17.79	\$ 18.32
Maximum Base	Level III	\$ 18.63	\$ 19.19	\$ 19.76	\$ 20.36
<b>High School Executive Assistant</b>			Ann Kramer		
		19-20	20-21	21-22	22-23
New Employee	Level I	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49
Middle Level	Level II	\$ 16.77	\$ 17.27	\$ 17.79	\$ 18.32
Maximum Base	Level III	\$ 18.63	\$ 19.19	\$ 19.76	\$ 20.36
<b>Managers, Directors and Executive Assistants will receive cash-in-lieu or \$2500 dual-choice coverage</b>					
\$7850 Cash-in-lieu			\$2500 dual-choice		

#### Paid Time Off for Classified Managers/Directors and Executive Assistants

Year #1: The employee will accrue 20 hours of **Paid Time Off (PTO)** per quarter (Max=80 hrs)

Years 2-5: The employee will receive 80 hours (10 days) at the beginning of the year

Years 6-10: The employee will receive 120 hours (15 days) at the beginning of the year

Years 11+: The employee will receive 160 hours (20 days) at the beginning of the year

\*No carryover \*No buyback for unused days \*No additional personal day

#### Sick Leave for Classified Staff

12-Month Employees: 5 days/year that can accrue to 20 (Max 25: 20+5)

#### Bereavement Leave for Classified Staff

Same as certified staff--refer to the negotiated agreement

Executive Assistants: New Leave schedule for **Paid Time Off**

# Malcolm Public Schools

## Wage/Compensation and Classification for Classified Staff

### Maintenance/Custodial Specialist

Maintenance and Custodial Specialist		Renamed with pay adjustment			
		19-20	20-21	21-22	22-23
New Employee	Level I				\$ 19.00
Middle Level	Level II				\$ 20.90
Maximum Base	Level III				\$ 22.99

### Administrative Assistants

Westfall Administrative Assistant		New Position	Audrey Mohr		
		19-20	20-21	21-22	22-23
New Employee	Level I				\$ 12.71
Middle Level	Level II				\$ 14.12
Maximum Base	Level III				\$ 15.69

High School Administrative Assistant		Michelle Glause			
		19-20	20-21	21-22	22-23
New Employee	Level I			\$ 12.34	\$ 12.71
Middle Level	Level II			\$ 13.71	\$ 14.12
Maximum Base	Level III			\$ 15.23	\$ 15.69

### Custodians

CUSTODIAN (Full-Time)					
		19-20	20-21	21-22	22-23
New Employee	Level I	\$10.99	\$11.32	\$ 11.66	\$ 12.01
Middle Level	Level II	\$12.20	\$12.57	\$ 12.95	\$ 13.34
Maximum Base	Level III	\$13.56	\$13.97	\$ 14.39	\$ 14.82
Admin. Asst., Custodians and Main./Cust. Specialist will receive cash-in-lieu or \$4000 HAS					
\$7426 Cash-in-lieu			\$4000 HAS		

### Paid Time Off for Administrative Assistants, Custodians and Maintenance/Custodial Specialist

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

### Sick Leave for Administrative Assistants, Custodians and Maintenance/Custodial Specialist

12-Month Employees: 5 days/year that can accrue to 20 (Max 25: 20+5)  
 9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)

### Bereavement Leave for Administrative Assistants, Custodians and Maintenance/Custodial Specialist

Same as certified staff--refer to the negotiated agreement

# Malcolm Public Schools

## Wage/Compensation and Classification for Classified Staff

Cooks						
FOOD SERVICE HEAD COOK						
		19-20	20-21	21-22	22-23	
Maximum Base	Level III	\$16.80	17.30	\$ 17.82	\$ 18.36	
<b>Head Cook will receive cash-in-lieu or \$4000 HAS</b>						
\$7426 Cash-in-lieu			\$4000 HAS			

COOKS						
		19-20	20-21	21-22	22-23	
New Employee	Level I	\$12.51	\$12.89	\$ 13.27	\$ 13.67	
Middle Level	Level II	\$13.90	\$14.32	\$ 14.75	\$ 15.19	
Maximum Base	Level III	\$15.45	\$15.91	\$ 16.39	\$ 16.88	

COOKS (Part-Time),						
		19-20	20-21	21-22	22-23	
New Employee	Level I	\$12.41	\$12.78	\$ 13.16	\$ 13.56	
Middle Level	Level II	\$14.00	\$14.42	\$ 14.86	\$ 15.30	
Maximum Base	Level III	\$14.03	\$14.45	\$ 14.88	\$ 15.33	

### Paraprofessionals/Bus Drivers

PARAPROFESSIONALS						
		19-20	20-21	21-22	22-23	
New Employee	Level I	\$13.10	\$13.49	\$ 13.90	\$ 14.32	
Middle Level	Level II	\$14.56	\$15.00	\$ 15.45	\$ 15.91	
Maximum Base	Level III	\$16.17	\$16.66	\$ 17.16	\$ 17.67	

BUS DRIVERS						
		19-20	20-21	21-22	22-23	
Maximum Base	Level III Day	\$80.91	\$83.34	\$ 85.84	\$ 88.42	
	Route	\$40.46	\$41.67	\$ 42.92	\$ 44.21	

**BUS DRIVERS ARE PAID 180 DAYS ON THEIR CONTRACT - \$88.42 x 180 = \$15,914.78**

	Day	Route	1st hr.	Add. Hrs.
<b>Substitute Bus Driver:</b>	\$ 88.42	\$ 44.21		
<b>Activities and Field Trips</b>				
Weekday Activity: After Route	\$ 88.42		\$ 33.60	\$ 18.58
Weekday Activity: Missed Route	\$ 88.42		\$ 33.60	\$ 18.58
Weekday Activity: Missed Both Routes	\$ 88.42		\$ 33.60	\$ 18.58
Weekend Activity:			\$ 33.60	\$ 19.00
<b>SPED Route</b>		\$ 28.87		
<b>Preschool Route</b>		\$ 25.50		
<b>Coaches &amp; Sponsors (Activity Driving)</b>				
Van			\$ 33.60	
Bus (Drive Time)			\$ 33.60	\$ 18.58

**Personal Days for Head Cook, Cooks, Paraprofessionals and Bus Drivers**  
All classified personnel in Classifications I-IV get one personal day

**Sick Leave for Head Cook, Cooks, Paraprofessionals and Bus Drivers**  
9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)

**Bereavement Leave for Head Cook, Cooks, Paraprofessionals and Bus Drivers**  
Same as certified staff--refer to the negotiated agreement

# Malcolm Public Schools

## Wage/Compensation and Classification for Classified Staff

### Miscellaneous Classified Salary Information

- This schedule establishes a Base Salary at all levels.
- All employees currently paid above these base salaries will be grandfathered and held at current salaries, unless moved by Board action. All current employees who have been drawing current salary based on an annual rate divided by 12 may continue to do this. Any new employee in any salary classification will be paid at the stated hourly or daily rate.
- Employees entering service for the first time are hired at Level I for the first year, except Bus Drivers, Food Service Manager (Head Cook), and Nurse--they are hired at Level III (Maximum Base Salary).
- Employees may be paid Level II salary as early as the second year and will continue until Maximum Base salary Level III has been attained. Reaching Maximum Base could happen in the second or third year and some employees may never attain it.
- Due to district needs and the timing of monthly Board meetings, the Superintendent, ~~with Board of Education approval~~, reserves the right to pay any classified employee or employee candidate, whatever **salary base (Level I-Level III)** is felt appropriate according to need, candidate qualifications, skills and abilities.
- All advancement in classification level will be done upon satisfactory approval of the employee's job skill and employees will move only with the approval of the superintendent of schools.
- CERTIFIED TEACHER SUBSTITUTE = approx. 70% OF DAILY BASE PAY (176 student days) = (base salary / 176 student days x 70%) rounded to nearest whole number **\$ 157.40**
- EXTENDED AND OR LONGTERM SUBSTITUTE = 85% OF DAILY BASE PAY (176) AFTER 10 CONSECUTIVE DAYS FOR THE SAME INSTRUCTOR – rounded to nearest \$5.00 - **\$191.13**

Insurance is figured off of the 5% surcharge chart

## Proposed Changes

### Positions:

- Nurse
- Westfall Administrative Assistant

### Titles:

- Westfall Executive Assistant: Chris Bolte
- High School Executive Assistant: Ann Kramer
- Westfall Administrative Assistant: Audrey Mohr
- High School Administrative Assistant: Michelle Glause

I felt we needed to have a clear distinction between office positions in both schools.

- Maintenance /Custodial Specialist: formerly Don Pekarek

This position is significantly different than our night custodian positions. Since Don has not been paid on the same scale (since the previous administration) as the rest of the custodians, I felt this position should have a unique title and its own pay scale. The proposed pay scale is on par with what we were paying Don. I feel that we need to be at this level to attract competent applicants.

### Paid Time Off (PTO):

I am proposing that we move the executive assistants to the same “leave schedule” as the Managers and Directors. Essentially, that gives Chris and Ann an additional two days of PTO.

Rationale: These positions have changed significantly in the past 10-15 years. We are requiring more time from these individuals—especially during the summer vacation and days off.

### Miscellaneous Classified Salary Information:

[Due to district needs and the timing of monthly Board meetings](#), the Superintendent, ~~with Board of Education approval~~, reserves the right to pay any classified employee or employee candidate, whatever salary base (Level I-Level III) is felt appropriate according to need, candidate qualifications, skills and abilities.

Rationale: Due to the lack of depth in the classified workforce, the administration needs some flexibility that a rigid salary schedule and Board calendar does not offer. The change in wording only allows flexibility within the salary levels approved by the Board. Plus, it allows us the opportunity to hire and employ candidates without the need to wait for Board approval—this is critical when dealing with individuals that need to give notice to an employer, or if we have someone leave suddenly. The Board (always) has ultimate control and can quickly undo any action taken by the administration by a majority vote at the next regular meeting.

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

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

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 18<sup>th</sup> day of July 2022, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of one (1) year beginning on the 1st day of July, 2022, and expiring on the 30th day of June, 2023. A “contract year” for purposes of this Contract shall be from July 1 to June 30. From which come 260 contract days and 251 duty days for each contract year. Extensions (“roll-overs”) may occur as follows:

- A. Superintendent’s Notice of Intent to Extend. In the Initial Term, the Superintendent shall, between December 1, 2021 and December 31, 2021, give the President of the Board a “Superintendent’s Notice of Intent to Extend,” which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In an Extended Term, the Superintendent’s Notice of Intent to Extend shall be given between December 1 and December 31 each year. In the event a Superintendent’s Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.
- B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent’s Notice of Intent to Extend, the Board shall, in the Initial Term, have until on or before February 16, 2022 to give the Superintendent a “Notice of Intent to Not Extend,” which is a written notice that the Board does not want to extend the Contract. The Board shall have until on or before February 16th in an Extended Term to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- C. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

**2. Salary.** The annual salary for the 2022-2023 contract year shall be: \$164,990.00 (one hundred sixty-one thousand, seven hundred fifty-five dollars). The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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

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

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

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

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

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

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

- B. Insurance and Cafeteria Plan. The school district shall pay \$1,366.25.00 per month (\$16,395.00 per year) for a cafeteria fringe benefit package. The money may be used for programs such as life insurance, health insurance, or the superintendent may elect to receive all or part of the fringe money in cash.
- C. Meetings and Dues. The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level. Approved organizations are: Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and the Association for Supervision and Curriculum Development. Others may be approved by the Board upon the Superintendent's request. The dues for such membership and the reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.
- D. Transportation Expenses. The School District will provide a school vehicle for transportation needed in the performance of the Superintendent's official duties. If a school vehicle is unavailable, the reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.
- E. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
- F. Other Benefits. The Superintendent may be provided such other benefits or leaves (Personal and Bereavement) as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Administrator meets the conditions and eligibility requirements for such benefits. There shall be no pay for unused personal leave.

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

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

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

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

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

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

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

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

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

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

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

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

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before August 11, 2021 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this ___ day of _____, 2022.</p>  <p>_____ Ryan T. Terwilliger, Superintendent</p>	<p>Executed this ___ day of _____, 2022</p> <p>Board of Education of Lancaster County School District 55-0148, a/k/a Malcolm Public Schools</p> <p>By: _____ President</p> <p>Attest: _____ Secretary</p>
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Malcolm Public Schools

K-12

Classified Employee  
Handbook

| ~~2021-2022~~2022-2023

# Malcolm Public Schools Faculty Handbook

## FOREWORD

### Section 1 Intent of Handbook

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

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

Each staff member is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract and the policies and regulations of the Malcolm Board of Education. In reading this handbook, please understand, where a direct conflict exists, state/federal law, and Board policies will govern.

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

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

This 21st-22nd edition will be in effect beginning August 1, 2021-2022 and subsequent school years unless replaced by a later edition.

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## Section 2 Information About Malcolm School District 148

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

Malcolm Public School is classified as a Class III (K-12) district by the Nebraska Department of Education. The School District has approximately 484-620 students and 43 47 instructors. The Nebraska School Activities Association, for purposes of student activities and athletic competition has classified our School District, as a Class C school. Malcolm Public School is a member of the Trailblazer Conference for our activities program. Member schools include: Ashland-Greenwood, Beatrice, Nebraska City, Plattsmouth, Ralston, Springfield-Platteview, Wahoo, the East Central Nebraska Conference for our activities program. Member schools include the following: Auburn, Conestoga, Elmwood-Murdoek, Freeman, Louisville, Malcolm, Mead, Palmyra, Johnson County Central, Weeping Water, and Yutan.

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

## Section 3 School Mission Statement

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

The governing values of the Malcolm Public Schools are:

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

~~Malcolm Public Schools believes an essential education is one that enables students to reach the following outcomes:~~

- ~~Proficient in meeting the State's academic content standards and essential learnings and such additional standards as are established by the Board of Education~~
- ~~Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry~~
- ~~Effective in functioning in and contributing to our culturally diverse democratic society~~

The objective of the Malcolm Public Schools is to:

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

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

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~~• Qualified and competent administrative, teaching, paraprofessional, and operational staff;~~

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~~• Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;~~

~~• Comprehensive support programs and services that meet the diverse needs of students;~~

~~• Safe, clean and supportive facilities and learning environments;~~

~~• Implementation of a curriculum that meets the following:~~

~~○ Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;~~

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~~○ Is appropriate for the developmental level of the students;~~

~~○ Addresses diverse learning needs;~~

~~○ Instills a passion for learning and the importance of life long learning;~~

~~○ Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;~~

~~○ Develops expected work ethics, as well as group participation and leadership skills;~~

~~○ Incorporates character education and multicultural education, including respect for diversity;~~

~~○ Provides for application of technology in all learning areas;~~

~~○ Provides access to advanced courses; and~~

~~○ Is organized in a schedule that is functional and meets student needs in all curriculum areas.~~

~~—• Providing a supportive learning environment which includes:~~

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~~○ a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;~~

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~~○ learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and~~

⊖ Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

**Section 4 Members of the Board of Education**

Name	Contact Information
<del>Michelle Bice</del> Tony Nutter –President	796-2685
<del>Tony Nutter</del> Michelle Bice —Vice President	326-0163
Bill England – Treasurer	470-3973
Chandler Kramer—Secretary	416-1713
Ed Swotek	937-3783
Amy Spellman	890-2969

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**Administration**

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

**Article 1 – SCHEDULES AND CALENDAR INFORMATION**

**Section 1      Daily Schedule (K-5)**

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

**Daily Schedule (6-12)**

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

**12:30 Shortened Schedule (K-5)**

7:50	Doors open		
8:10 - 8:40	1 <sup>st</sup> period	10:18 - 10:48	5 <sup>th</sup> period
8:42 - 9:12	2 <sup>nd</sup> period	10:50 - 11:20	6 <sup>th</sup> period
9:14 - 9:44	3 <sup>rd</sup> period	11:22 - 11:52	7 <sup>th</sup> period
9:46 - 10:16	4 <sup>th</sup> period	11:54 - 12:24	8 <sup>th</sup> period

**12:30 Shortened Schedule (6-12)**

7:50	Doors open		
8:00 - 8:30	1 <sup>st</sup> period	10:18 - 10:48	5 <sup>th</sup> period
8:30 - 8:40	Breakfast	10:50 - 11:20	6 <sup>th</sup> period
8:42 - 9:12	2 <sup>nd</sup> period	11:22 - 11:52	7 <sup>th</sup> period
9:14 - 9:44	3 <sup>rd</sup> period	11:54 - 12:24	8 <sup>th</sup> period
9:46 - 10:16	4 <sup>th</sup> period		

**Section 3      Severe Weather and School Cancellations**

The Superintendent of schools is authorized by the Board of Education to close Malcolm Public Schools in case of severe weather. The Superintendent or representatives of the Superintendent will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly. The unpredictability of the weather means that there is always the possibility of closing school early, or changing from a late start – to no school. Please try one of the following stations – 1240 AM KFOR/KFRX, 1400 AM KLIN, 96.9 FM KZKX, and TV Channels 8, and 10/11. You may always call 796-2151 and then press 9 to get current school closing information.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6:00 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing. **In addition, MPS will update the website accordingly, and send an automated message to all staff via phone, text, and/or email.**

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

Emergency Conditions. Malcolm Public School has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

Employment occurs when the employee signs the Employee's Contract and the Board of Education approves such contract of employment. Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment. Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district, through the Superintendent. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

### **Section 2 Assignments**

The duties to be performed by an employee with the District shall be subject to assignment by the Superintendent or the Superintendent's designee. Job descriptions, where available, provide additional information about the position duties. An employee will be expected to devote full time during days of school to the employee's position and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify the Principal's office of any changes in contact information (address/telephone). For a name change, provide your new social security card. Employees may contact the Principal to request a review of their personnel file.

#### **Section 4 Grievances and Complaints**

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

#### **Section 5 Compensation, Workday, and Time Cards**

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

Workday. The normal workday will be 8 ½ hours unless otherwise assigned. Within the 8 ½ hours, one-half hour is allowed unpaid lunch and other break times, not to exceed two 15 minute periods, will be arranged with the immediate supervisor.

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

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or weekend. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of an employee's employment, or upon fulfillment of the contract, the employee may, at the option of the Board, be paid all wages due in one lump sum. Reimbursements for mileage or other expenses will be considered separate from compensation.

#### **Section 6 Benefits**

Classified employees are provided the following benefits:

**PAID VACATION** – All full-time, annual (12 month) classified employees qualify for paid vacations each school year. The classified employee year shall run from September 1 to August 31. Classified employees receive paid vacation based on years of service. Please refer to Board Policy 4220 for vacation time available. Vacation days must be used within a year after their accrual and scheduled with the approval of the employee’s supervisor.

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

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

**SICK LEAVE** - Classified employees will receive five sick days annually, accumulative to 15 days. One sick leave day may be used annually to attend to personal business. Sick leave may be used for personal illness or illness in the immediate family or the illness of an individual who assumes the role of an immediate family member.

**PERSONAL LEAVE** – Each year, all classified staff shall be provided one (1) day of paid personal leave. Personal leave can’t be used in conjunction with a school vacation or holiday. Personal leave should be used to take care of personal business that can’t be taken care of except during the workday or workweek. Personal leave may be used in conjunction with sick leave only in emergency situations with administrative approval. Personal leave requests must be presented to your evaluation supervisor/administrator in writing, one week in advance, and is contingent upon their approval. Personal leave does not accumulate.

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

**INSURANCE** – The district does not provide health and dental insurance to 9-month classified staff. In accord with state and federal statute, all classified staff are insured against work related injury and consequent disability by worker compensation insurance.

Full-time classified employees will be given \$1300 as cash-in-lieu to use for insurance or whatever they choose.

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

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

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

**Section 7 Payroll and Payroll Deductions**

Wages/salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement, if any. Payroll deductions shall be made in accordance with law and the negotiated agreement, if any.

**Section 8 Expense Reimbursement**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

The District provides necessary materials and supplies, but if an employee needs additional materials for performance of duties, the request should be made to the employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

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

**Section 9 Overtime**

Before a worker accumulates overtime consistently, either the Superintendent or designated supervisor must first approve the need for overtime. This approval must take place before the accumulation of overtime occurs. Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government, which provides more information about the FLSA, is attached as Appendix "A" to this handbook.

Classified employees may be classified as either "exempt" or "non-exempt" for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are "non-exempt" are eligible for overtime. Non-exempt employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense. Non-exempt employees must receive prior approval from their supervisor to work additional

hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. The Superintendent must approve any accumulation of compensatory time over 40 hours. The FLSA limits the accumulation of compensatory time to 240 hours.

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

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

### **Section 10 Termination Procedure**

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

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

## **Article 3 – ABSENCES FROM WORK**

### **Section 1 Paid Leave – Sick, Bereavement, and Personal Leaves**

Classified employees are provided with paid sick and bereavement leaves in accordance with the employee's individual contract or negotiated agreement, if any. During such paid leaves, classified employees shall continue to receive all wages/salary and fringe benefits called for by the individual contract or negotiated agreement, if any.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

#### Requests for Leave

Advance requests for the need to take a leave are important. A classified employee who becomes ill and is unable to work is to contact their supervisor as soon as possible if they are unable to report for work. For illnesses or medical situations where the need for leave can be determined in advance, the classified employee is to make such advance requests for leave as soon as possible.

For all other leaves, a Request for Leave form is to be submitted to the Business Manager at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

#### Return from Leave

Upon return from leave, classified employees are to review information supplied by the substitute-classified employee as to progress made in the classified employee's area of responsibility. The substitute should be contacted directly if the written information supplied is not adequate.

A classified employee who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Business Manager from the classified employee's physician or health care provider stating that the classified employee is physically able to

return to duty. This statement is to be presented in person before the classified employee returns to duty in order that the present stage of convalescence can be observed and discussed.

**Section 2 Payroll Deductions for Absences in Excess of Paid Leave**

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves, the employee's salary and any fringe benefits provided shall be reduced by the day or days or work missed. In the case of hourly employees the reduction will be made on an hourly basis. In the case of salaried employees the reduction will be made on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school year as the denominator.

**Section 3 Leaves of Absence**

A classified employee may apply to the Board of Education through the Superintendent for a leave of absence from the classified employee's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits, (if that is a benefit provided by the district), as may be required under applicable state or federal laws.

**Section 4 Jury Duty**

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

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report for duty.

Employees are expected to promptly notify the employee's immediate supervisor of any other form of legal summons, which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the employee will be required to use available leave days.

**Section 5 Military Leave**

Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a

military leave of absence of 120 hours each calendar year. Employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the employee's regular annual leave.

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

#### **Section 6 Family and Medical Leave Act**

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA.

The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District's existing employee handbooks.

#### **Employee Rights and Responsibilities under the Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Malcolm Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Malcolm Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or Malcolm Public Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances

supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic re-certification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact the District Business Manager at school extension 500.

## **Article 4 – DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work**

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

### **Section 2 Arrival to Duty Assignments**

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

### **Section 3 Leaving School**

Employees are to be on duty at all times during the assigned workday. Employees may not leave school or their assigned area during duty hours without approval of the Supervisor and notifying the Building Principal. Employees who leave the school during their designated lunch period must check out with the Principal's office. Employees who leave during their work hours for an approved absence must check out with the Principal's office or their supervisor when leaving, and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office or their supervisor and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

## **Section 2 School Procedures**

Employees are expected to adhere to the following classroom and school procedures in the performance of their duties:

1. Use of Cell Phones

Employees shall not use personal cell phones for any non-school purpose during duty time.

2. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes.

3. Requisition of Equipment and Supplies

Equipment and supplies, which are needed for work duties, should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.

4. E-mail

Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail through out the day, and should timely respond to e-mails, which require a response. Para educators and other staff assigned to work with students should avoid checking and responding to e-mails during instructional or supervisory time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

5. Employee Mail Box

Employees may be assigned a mailbox located in either the elementary or high school. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer employees are responsible for responding promptly. Employee mailboxes are to be limited to communicate regarding school business.

6. Record Keeping

Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

7. Employees Meetings

If an employees' meeting is called, **ALL** employees are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

**Section 3 Supervision of Students**

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are assisting with recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. You should not use profanity or abusive language. Be a good role model for students. If a student uses such language, you should make a report to the student's teacher or administration.

2. Proper Instructions

- A. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
  - B. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
  - C. When you go over safety rules with students note it in your written records. If any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.
3. Proper Maintenance of Buildings, Grounds, and Equipment
- A. Conduct periodic inspections of equipment under your control or in your area of supervision.
  - B. If equipment is broken and presents a risk of injury, immediately take it out of service. If it can't be moved, tape a "Do Not Use" sign and notify the office so those repairs may be undertaken.
  - C. Check your communication devise (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.
4. Proper Warnings
- A. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students.
  - B. Tell the office so additional warnings may be given.

Contact the Office for Assistance The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
  - student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Student Searches. Office administration and the student's teacher should be contacted in the event a search of a student or their belongings is needed to be done. Do not conduct such a search yourself without a teacher or administrator being

present or having given you clear directions. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

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

#### **Section 4 Role of Paraeducators**

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

#### **Section 5 Dispensing Medication**

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

#### **Section 6 Reporting Child Abuse**

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

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

Employees are to inform their principal or supervisor in the event they become aware of child abuse or neglect. Be as specific as possible with what, when, and where you observed the abuse or neglect and anything which you may have heard said by the student or others. It is vital that your report to school officials be made as accurately and as soon as possible. Timeliness in making a report will assist in minimizing further risk to the child

Do not talk about the matter directly with the parent or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships and create legal problems. The school administration will consider your information, conduct any further investigation needed to justify a report, and determine whether a report of child abuse or neglect is to be made. If the person who you have reported to does not make a report to the police or Child Protective Services, and you feel a report should be made, report the matter directly to the Superintendent.

## **Article 5 – PERSONAL CONDUCT AND PERFORMANCE**

### **Section 1 Ethics Standards**

The Malcolm Public School expects its classified employees to adhere to ethics standards, which are modified from those, established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards, which classified employees, are expected to adhere to include those set forth below.

#### **Principle I - Commitment as a School Employee:**

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the employee's contractual and personal responsibilities, the employee:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race (including skin color, hair texture and protective hairstyles), color, creed, sex, marital status, age, national origin, ethnic background, sexual orientation or gender identity, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- E. Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- H. Shall report to the Superintendent any known violation of paragraphs B or E above.
- I. Shall seek no reprisal against any individual who has reported a violation of this rule.

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**Principle II - Commitment to the Student:**

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the employee:

- A. Shall make reasonable effort to protect the student from conditions, which interfere with the learning process or are harmful to health or safety.
- B. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- C. Shall not discipline students using corporal punishment.

**Principle III - Commitment to the Public:**

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

In fulfillment of the obligation to the public, the employee:

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

**Principle IV - Commitment to Classified Position Employment Practices:**

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and board of education are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the employee:

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

**Section 2 Evaluations**

Evaluations of employees will be conducted in accordance with the Board policy. Supervisors have the right to observe, appraise or evaluate employees more frequently than required by policy on an as-needed basis. Employees are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

**Section 3 Role Model**

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a manner supportive of the mission of the school.

#### **Section 4 Relationships**

It is important for employees to maintain an effective working relationship with the administration, co-workers, students and parents. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

#### **Section 5 Professional Attire**

It is important for employees to project a responsible, adult image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing, which is safe and suitable for their work assignments; and avoid clothing that may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that be necessary.

#### **Section 6 Outside Employment**

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

#### **Section 7 Board Policy: 4024 -- Professional Boundaries Between Employees and Students**

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to

the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.

- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District.

## Article 6 – USE OF SCHOOL FACILITIES AND EQUIPMENT

### Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of

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illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.

2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.
6. Employees shall be furnished with a paper or digital copy of this policy.

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

## **Section 2 Alcohol and Drug Testing**

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

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation,

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and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the work place or on duty time shall be a violation of the drug free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment employees will abide by the District's drug free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

## **Section 2     Smoke and Tobacco-Free Workplace**

The use of tobacco products in the District's buildings and in all owned or leased facilities and vehicles is prohibited.

### **Policy:**

*The use of tobacco products is prohibited on the entire district campus and in all school vehicles. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.*

## **Section 3     Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;

- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switchblade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- h. An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- i. An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other objects that are designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in an employee's personal possession, as well as in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet**

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. It is important to remember that the equipment and the software are the property of the school district. In using the computers and the Internet, employees are agreeing to the following:

- 1. Since copyright laws protect software, employees will not make unauthorized copies of software found on school computers by any means. Employees will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.

2. If an employee downloads public domain programs for personal use or non-commercially redistributes a public domain program, the employee assumes all risks regarding the determination of whether a program is in the public domain.
3. Employees shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Employees are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, employees are prohibited from placing such information on the Internet.
4. Employees will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Employees will not copy, change, read, or use another person's files. Employees will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Employees will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Employees will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Employees will not attempt to login to the system as a system administrator.
8. Employees understand that the intended use of all computer equipment is to meet instructional objectives.
9. Employees will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
10. Employees will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another employee, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The employee is solely responsible for any such charges. The employee's acceptance of an email account is an acceptance of the employee's agreement to indemnify the District for any expenses, including legal fees, arising out of the employee's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.

16. The District further reserves the right to inspect an employee's computer and computer usage at any time. Employees have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the employee's Internet account and computer privileges, reprimand, suspension, or termination.

#### **Section 5 Use of School Facilities**

Employees who are issued keys to the school are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Surplus supplies or equipment, including items that have been placed in the trash, should not be removed for non-school use without the approval of the administration.

#### **Section 6 Care of School Property**

Employees are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student or staff member has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the

Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

**Section 7 Use of Telephone**

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

**Section 8 Visitors**

Employees are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the employee. Visitors should follow posted procedures for being on school property. Employees are not to bring their children to school with them in lieu of taking them to childcare.

**Section 9 Salespersons**

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees shall not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

**Section 10 Security of Desks and Lockers**

Offices, employee desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

**The District is not responsible for any personal property employees may bring to school.** Employees are cautioned not to bring large amounts of money or items of significant value to school.

**Section 11 Video Surveillance**

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

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

Policy 1102: Recording of Others

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

**Section 12 Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

**Section 13 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Employees are reminded that, when using school equipment, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news

reporting, teaching (including multiple copies for classroom use), scholarship, or research” is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted “fair use,” rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

#### **Section 14 Lost and Found**

Employees who find lost articles are asked to take them to the office, where the owner can claim the articles.

#### **Section 15 Safety**

##### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan, which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. Representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact your supervisor or the Superintendent. Employees can make suggestions and/or report concerns to the safety committee by contacting a member of the safety committee or the Superintendent.

##### Safety Practices

Guidelines for safe work practices, which employees should follow, include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.

6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.

Do not engage in “horseplay.” Such conduct is a common cause of injuries and is not consistent with job duties.

As required by law, approved safety glasses will be required of every student and employee while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

#### Use of Personal Vehicles

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Employees are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

Every accident that results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the employee responsible for the student either as employee, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

#### Workers Compensation

Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## **Article 7 – STATE AND FEDERAL PROGRAMS**

### **Section 1 Notice of Nondiscrimination**

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

prohibited form of discrimination.

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

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

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

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

## Section 2 Designation of Coordinators

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Ryan Terwilliger, Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Ryan Terwilliger Amber Dolliver, Superintendent Elementary Principal
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Ryan Terwilliger, Superintendent
Homeless student laws	Children who are homeless	Ryan Terwilliger, Superintendent

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Safe and Drug Free Schools and Communities	Safe and drug free schools	Ryan Terwilliger, Superintendent
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Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Malcolm Public School, 10004 NW 112<sup>th</sup>, Malcolm, NE 68402, (402)-796-2151 option 3.

**Section 3 Anti-discrimination & Harassment Policy**  
**Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**

**1. Purpose:**

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

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

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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

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

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual’s body, sexual activity, or sexual attractiveness,

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

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

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*i. Level 1 (Investigation and Findings):*

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

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

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

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

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

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

- a. A summary of the facts,

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

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

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

*ii. Level 2 (Appeal to the Superintendent):*

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

*iii. Level 3 (Appeal to the Board):*

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

**4. Confidentiality:**

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

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

pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

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

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**7. Preventive Measures:**

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

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

#### **Section 4 Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

#### **Section 5 Confidentiality Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

**Section 6. Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the (free or reduced) program confidential.

**Section 7. Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

RECEIPT OF 21<sup>st</sup> EDITION OF THE MALCOLM PUBLIC SCHOOLS CLASSIFIED  
EMPLOYEE HANDBOOK

This signed receipt acknowledges receipt of the 21st Edition of the Classified Employee Handbook of Malcolm Public School District #148. This receipt acknowledges the handbook is available on the school website: [www.malcolmschools.org](http://www.malcolmschools.org), that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, a drug-free workplace notice, and the District's anti-discrimination and harassment policies, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination. I understand that I can request a written copy of the handbook from the District Office, if I choose not to use the on-line option.

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

\_\_\_\_\_  
Employee's Signature

Return to:

Ryan Terwilliger, Superintendent  
Malcolm Public Schools  
10004 NW 112<sup>th</sup>  
Malcolm, NE 68402

Malcolm Public Schools

K-12

Certified Employee  
Handbook

~~2021-2022~~2022-2023

# Malcolm Public Schools Certified-Faculty Handbook

## FOREWORD

### **Section 1 Intent of Handbook**

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

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

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

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

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

This ~~21st~~ 22nd edition will be in effect beginning August 1, ~~2021~~ 2022 and subsequent school years unless replaced by a later edition.

## Section 2 Information About Malcolm School District 148

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

Malcolm Public School is classified as a Class III (K-12) district by the Nebraska Department of Education. The School District has approximately 536-620 students and 46-47 instructors. The Nebraska School Activities Association, for purposes of student activities and athletic competition has classified our School District, as a Class C school. Malcolm Public School is a member of the ~~East Central Nebraska Conference for our activities program. Member schools include the following: Auburn, Conestoga, Elmwood-Murdock, Freeman, Louisville, Mead, Palmyra, Johnson County Central, Weeping Water, and Yutan.~~ Trailblazer Conference for our activities program. Member schools include: Ashland-Greenwood, Beatrice, Nebraska City, Plattsmouth, Ralston, Springfield-Platteview, Wahoo.

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

## Section 3 School Mission Statement

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

The governing values of the Malcolm Public Schools are:

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

The objective of the Malcolm Public Schools is to:

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

**Section 4 Members of the Board of Education**

Name	Contact Information
<del>Michelle Bice</del> Tony Nutter –President	796-2685
<del>Tony Nutter</del> Michelle Bice —Vice President	326-0163
Bill England – Treasurer	470-3973
Chandler Kramer—Secretary	416-1713
Ed Swotek	937-3783
Amy Spellman	890-2969

**Administration**

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

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## Article 1 – SCHEDULES AND CALENDAR INFORMATION

### Section 1 Daily Schedule (K-5)

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

### Daily Schedule (6-12)

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

### 12:30 Shortened Schedule (K-5)

7:50	Doors open		
8:10 - 8:40	1 <sup>st</sup> period	10:18 - 10:48	5 <sup>th</sup> period
8:42 - 9:12	2 <sup>nd</sup> period	10:50 - 11:20	6 <sup>th</sup> period
9:14 - 9:44	3 <sup>rd</sup> period	11:22 - 11:52	7 <sup>th</sup> period
9:46 - 10:16	4 <sup>th</sup> period	11:54 - 12:24	8 <sup>th</sup> period

### 12:30 Shortened Schedule (6-12)

7:50	Doors open		
8:00 - 8:30	1 <sup>st</sup> period	10:18 - 10:48	5 <sup>th</sup> period
8:30 - 8:40	Breakfast	10:50 - 11:20	6 <sup>th</sup> period
8:42 - 9:12	2 <sup>nd</sup> period	11:22 - 11:52	7 <sup>th</sup> period
9:14 - 9:44	3 <sup>rd</sup> period	11:54 - 12:24	8 <sup>th</sup> period
9:46 - 10:16	4 <sup>th</sup> period		

### Section 3 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close Malcolm Public Schools in case of severe weather. The Superintendent or representatives of the Superintendent will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly. The unpredictability of the weather means that there is always the possibility of closing school early, or changing from a late start – to no school. Please try one of the following stations – 1240 AM KFOR/KFRX, 1400 AM KLIN, 96.9 FM KZKX, and TV Channels 7,8, and 10/11. You may always call 796-2151 and then press 9 to get current school closing information.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 8 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 5:30 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.**

In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing. **In addition, MPS will update the website accordingly, and send an automated message to all staff via phone, text, and/or email.**

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

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

Emergency Conditions. Malcolm Public School has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

#### **Section 4 Contract Days**

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

#### **Section 5 Make-Up Days**

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

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

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

On or after March 15 of each school year, a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment or termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year, the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after May 1 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

### **Section 2 Assignments**

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

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

### **Section 3 Personnel File**

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

### **Section 4 Grievances and Complaints**

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All

other employment related grievances or complaints shall be addressed through the administrative chain of command.

### **Section 5 Compensation**

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

Changes in Salary Schedule Placement. Changes in a teacher’s placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher’s placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in credit not being awarded for the current school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or weekend day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher’s employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

### **Section 6 Extended Duty Pay**

Extended duty for any teacher voluntarily giving of their time, when requested by administration, beyond the number of contract days to work on school improvement, standards and assessment shall be paid at the hourly rate established by ESU 6, and approved by the School District. Extended duty pay can vary depending upon the various approved grants and individual faculty agreements.

### **Section 7 Benefits**

Teachers are provided benefits in accordance with the negotiated agreement, and the school district’s Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix “A.”

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual

coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

**Section 8 Payroll and Payroll Deductions**

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

**Section 9 Expense Reimbursement**

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

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

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

**Section 10 403(b) Salary Reduction Agreements**

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

**Section 11 Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government that provides more information about the FLSA is attached as Appendix "A" to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours

upon approval by their supervisor. The Superintendent must approve any accumulation of compensatory time over 40 hours. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may

submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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

## **Section 12 Wage Information**

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

## **Article 3 – ABSENCES FROM WORK**

### **Section 1 Paid Leave - Sick and Personal Leaves**

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

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

#### Requests for Leave

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to attend work is to contact their building principal before 6:00 a.m. to request a substitute for the day. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, the teacher should report to the building principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where

the need for the leave can be determined in advance, the teacher is to report the need for leave as soon as possible to the building principal.

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

#### Return from Leave

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

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

#### **Section 2 Payroll Deductions for Absences in Excess of Paid Leave**

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cafeteria fringe benefit package) shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed =  $1/185^{\text{th}}$  of total salary and fringe benefits.

#### **Section 3 Leaves of Absence**

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

#### **Section 4 Jury Duty**

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

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

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

**Section 5 Military Leave**

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

work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher’s regular annual leave.

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

**Section 6 Family and Medical Leave Act**

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

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

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

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

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason

of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

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

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

#### **Article 4 – DUTIES AND RESPONSIBILITIES**

##### **Section 1 Hours of Work & Meetings**

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

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

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend seven hours and 30 minutes on site; a 30-minute duty-free lunch break can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required seven hours and 30 minutes. Staff may leave the building earlier when called to a professional meeting.

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

Teachers shall attend meetings called by the Superintendent of Schools, Principals, Department Heads and Team Leaders, except those meetings, which are designated for optional attendance.

##### **Section 2 Arrival to Duty Assignments**

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

### **Section 3 Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

### **Section 4 Lesson Plans**

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

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

### **Section 5 Daily Class Record Books - Electronic Grade Book**

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

1. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
2. The name and date of entry for each student who enrolls after the semester opens.
3. The date of withdrawal for each student who withdraws from the class previous to the close of the semester--dropouts or early withdrawals.
4. A complete record of the attendance of each student enrolled showing:
  - A. Days on which the student was tardy.
  - B. Days on which the student was absent, with a differentiation between excused and unexcused absences.
5. A complete report of all recorded grades for each student. There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades, which are reported to parents. **As a safety precaution against electronic glitches, it is recommended that faculty run a weekly hard copy of all grades from the electronic grade book.**

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

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

**Section 7 Classroom and School Procedures**

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

1. Bulletin Boards

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

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2. Text Book and Room Inventory

All school purchased materials must be inventoried with the building principal or administrative assistant. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair.

Fines are determined on books according to the following criteria:

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

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

publications and final grades. Discuss appropriate student fines with your individual building principal. Use of covers on student textbooks will help maintain the book for future use.

3. Use of Cell Phones

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

4. Use of Paraeducators

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

5. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. **Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.**

6. Checking Out of Equipment

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

7. Requisition of Equipment and Supplies

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

8. E-mail

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

9. Teacher Mail Box

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

10. Teachers Meetings

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

11. Classroom Environment

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

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

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**Section 8 Supervision of Students**

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

1. Proper Supervision

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

correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

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

4. Proper Warnings

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

Contact the Office for Assistance

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

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if office personnel can-not be immediately located, call 911, if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches

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

### Student Rights

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

### **Section 9 Managing Student Conduct**

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. Every staff member is responsible for **all students** in the hallways, in the rest rooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

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

10. Violations of student rules, which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

#### **Section 9 Dispensing Medication**

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

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

#### **Section 10 Reporting Child Abuse**

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

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

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

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

**Policy 5402**

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

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

**Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

**Section 1 Professional Ethics Standards**

The Malcolm Public School expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards, which certificated employees, are expected to adhere to include those set forth below. References to "educator" shall include all certificated employees of the District.

**Preamble**

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

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

**Principle I - Commitment as a Professional Educator:**

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

In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.

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- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

**Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

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

**Principle III - Commitment to the Public:**

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

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.

- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

**Principle IV - Commitment to the Profession:**

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

In fulfillment of the obligation to the profession, the educator:

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

**Principle V - Commitment to Professional Employment Practices:**

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

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

**Section 2 Evaluations**

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

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

**Section 3 Role Model**

Teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner.

**Section 4 Relationships**

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

**Section 6 Professional Attire**

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

**Section 7 Private Tutoring**

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

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

**Section 8 Outside Employment**

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

## Article 6 – ACADEMIC MATTERS

### Section 1 Purpose and Goals of Academic Achievement

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

### Section 2 Teaching to Student Understanding to Assure Learning

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District.

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

### Section 3 Instruction in the Curriculum

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

### Section 4 Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.

Recording Grades. Each teacher shall record grades in the Daily Class Record. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

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

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

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

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

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

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

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

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

Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference, which includes the teacher(s) involved and the Principal. In the event parents or students question a grade, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

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

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

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

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

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

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

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

Mid-Quarter Progress Reports To Parents. Mid-quarter progress reports are prepared at or near the middle of the fifth and the fourteenth week of each semester. These reports will be mailed to all parents.

## **Section 5 Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, semester Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. The Building Principal or Superintendent are the only individuals who may excuse a teacher from attendance at Parent-Teacher conferences.

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

## Section 6 Curriculum – State Assessments Expectations and Violations

### 1. State Assessments.

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

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

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

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

### 2. Achieving Valid Assessments.

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

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

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
  - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
  - ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from

effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

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

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.

d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from

assessment and the reason for the exemption and submit the list for review and approval by the Principal.

e. Assistance During Assessments.

- i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
- ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.

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

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

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

## Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

### Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

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

2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

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

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

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

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

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

## **Section 2 Alcohol and Drug Testing**

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

follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

~~The Malcolm School District has established the school as a drug free workplace. The drug free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.~~

~~The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug free workplace. The possession or distribution of a look alike drug or look alike controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time. As a condition of employment teachers will abide by the District's drug free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.~~

## **Section 2 Smoke and Tobacco-Free Workplace**

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

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

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

## **Section 3 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- h. The term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a staff member desires to carry or possess a personal safety or security device, the staff member must obtain prior approval from the building principal before bringing such device on school grounds. If a staff member obtains prior approval from the building principal, the staff member must store the device during the school day in a secure location designated by the building principal. A staff member shall not carry the personal safety or security device during the school day
- i. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet**

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.

2. If a teacher downloads public domain programs for personal use or non- commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
9. Teachers will not waste or take supplies, such as paper, toner, and diskettes that are provided by the District.
10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.

16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

#### **Section 5 Use of School Facilities**

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items that have been placed in the trash, should not be removed for non-school use without approval from the administration.

#### **Section 6 Care of School Property**

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item

may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

**Section 7 Use of Telephone**

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

**Section 8 Visitors**

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

**Section 9 Salespersons**

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

**Section 10 Security of Desks and Lockers**

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a noninvestigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

**Section 11 Video Surveillance**

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

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

#### Policy 1102: Recording of Others

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

#### **Section 12     Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

#### **Section 13     Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;

- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Teachers should seek assistance from administration if there are any questions regarding what may be copied.

#### **Section 14 Lost and Found**

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

#### **Section 15 Safety**

##### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan, which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. Representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact the Building Principal or Superintendent. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the Building Principal, (2) contact the President of the teachers association, or (3) contact the Safety Committee in care of the Superintendent.

##### Safety Practices

Guidelines for safe work practices that teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.

9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and some art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

#### Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

Every accident that results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

#### Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

### **Article 8 – STATE AND FEDERAL PROGRAMS**

#### **Section 1 Notice of Nondiscrimination:**

##### **Elimination of Discrimination.**

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

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

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

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

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

**Section 2 Designation of Coordinator(s):**

Any person having inquiries concerning this district’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Malcolm Public Schools, 10004 NW 112th, Malcolm, NE 68402, (402) 796-2151.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent Elementary Principal
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

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

**1. Purpose:**

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

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

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

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

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

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

*i. Level 1 (Investigation and Findings):*

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

from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

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

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

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

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

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

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

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

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

*ii. Level 2 (Appeal to the Superintendent):*

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

*iii. Level 3 (Appeal to the Board):*

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

**4. Confidentiality:**

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

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

to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

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

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will

designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

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

**Anti-Bullying Policy:**

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

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

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

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

**Dating Violence Policy:**

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

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

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

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

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

The administration will be responsible for ensuring that this dating violence policy is published in the school district's student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

**Complaint and Grievance Procedures:**

Employees or students should initially report all instances of discrimination, harassment or dating violence to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination, harassment or dating violence continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Malcolm Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent of Malcolm Public Schools, the complaint may be processed to the Board of Education.

The Supervisor, Teacher, Principal or the Superintendent of Malcolm Public Schools will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of these policies.

**Section 4      Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973:**

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

1.      Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2.      Have the school district advise you of your rights under federal law.
3.      Receive notice with respect to identification, evaluation or placement of your child.
4.      Have your child receive a free appropriate public education.
5.      Have your child receive services and be educated in facilities, which are comparable to those provided to every student.
6.      Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.

7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
11. File a local grievance.

#### **Section 5 Notification of Rights under FERPA:**

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

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

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

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

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

#### NOTICE CONCERNING DIRECTORY INFORMATION

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

#### ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION

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

#### **Notice Concerning Designation of Law Enforcement Unit:**

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

**Section 6 Notice Concerning Disclosure of Student Recruiting Information:**

The No Child Left Behind Act of 2001 requires Malcolm Public Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Malcolm Public Schools not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. Malcolm Public Schools will comply with any such request.

**Section 7 Notice Concerning Staff Qualifications:**

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Malcolm Public Schools will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Malcolm Public School will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the Act.

**Section 8 Student Privacy Protection Policy:**

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

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying

information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

C. Right of Parents to Inspect Instructional Materials

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

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

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

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

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

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

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent=s first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by

elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

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

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

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy

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

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

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

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and

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

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

#### Definition of Surveys of Matters Deemed to be Sensitive

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

1. political affiliations or beliefs of the student or the student=s parent;
2. mental or psychological problems of the student or the student=s parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student=s parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

#### Mental Health Assessment or Service

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

#### **Section 4 Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.

3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

**Section 9 Parental Involvement Policies:**

A. Parental/Community Involvement in Schools

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

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.
6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment to the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

#### Combined District and School Title I Parent and Family Engagement Policy

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

#### **In General**

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children’s academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

**Section 10 Homeless Students**

Homeless Students

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

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

1. Homeless Coordinator: The District’s designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
  - a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
    - i. homeless children are identified by school personnel;
    - ii. homeless children enroll in, and have a full and equal opportunity to succeed in school;
    - iii. homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services;

- iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
  - v. public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens;
  - vi. enrollment disputes are mediated in accordance with law; and
  - vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.
- b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.
- c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A homeless set-aside funds are also to be used for services for homeless children. Materials and equipment purchased with grant funds are properly identified and inventoried.
- d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.
- e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.
- f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, are to be maintained so that the records of a homeless child are available, in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.
- g. Notice. The District shall annually inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children and youths, and homeless children and youths of the duties of the Homeless Coordinator, and shall annually provide to NDE the identity of the District's Homeless Coordinator.
2. Enrollment and Placement of Homeless Children. The enrollment and placement of homeless children shall be in compliance with federal and state law.
- a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

- b. Obtaining Records. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records.
- c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.
  - i. The placement shall be at either:
    - 1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
    - 2. The school of the attendance area in which the child is actually living.
  - ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year, the placement in the school of origin will be continued for the remainder of that school year.
  - iii. To the extent feasible the placement shall be in the school of origin except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian.
  - iv. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal.
  - v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.
- 3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.
- 4. Transportation: Transportation will be provided to homeless students to the extent required by law.
  - a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
  - b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless

Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the school district in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.

- c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.
5. Dispute Resolution Process. The process to resolve disputes concerning the enrollment or placement of a child or youth experiencing homelessness is as follows:
- a. The child and the parent, guardian or other person having legal or actual charge or control of the child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute within not less than thirty (30) calendar days. The dispute resolution process is as follows:
    - i. The child or parent/guardian will notify the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.
    - ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the child and parent/guardian will be given the opportunity to provide information in support of their position.
    - iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the child and parent/guardian and the District.
    - iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
    - v. The written response and explanation of the decision will include a notice of the right to appeal using the appeal process provided for in the Nebraska Department of Education Rule 19.
  - b. . In the case of an unaccompanied youth, the District liaison will ensure that the youth is enrolled immediately in the school in which enrollment is sought pending resolution of the dispute;
  - c. The District will ensure the immediate enrollment of the child in the school in which enrollment is sought pending resolution of the dispute; and
  - d. The District's written response will include a notice of the right to appeal as provided in Nebraska Department of Education Rule 19, Section 005.03.
6. Right to Appeal.
- a. Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied youth that is dissatisfied with the decision of the District after the dispute resolution process may file a written appeal with the Nebraska Commissioner of Education within thirty (30) calendar days of receipt of the decision. Refer to NDE, Rule 19, Section 005.03 for further details.
  - b. A party may appeal the decision of the Commissioner or designee by filing a Petition with the State Board of Education within thirty (30) calendar days of the receipt of the decision. Refer to NDE, Rule 19, Section 005.03C for further details.

**Section 11. Breakfast and Lunch Programs:**

1. The Malcolm Public School District will not deny any student a meal who has forgotten his/her lunch money and needs to ask for meals on credit, until a student has requested three credit meals during the year. School personnel will maintain a list of students who requested credit meals during the school year, along with the number of occurrences for each student. One written notice will be given to the student and the parent prior to denial of a meal. Once a parent receives the above written notice, the student will be expected to either bring lunch or pay for lunch before eating.
2. Regular lunch prices will be reviewed annually and calculated to provide nutritious, balanced meals at a reasonable cost, said cost to cover program operation and sufficient cash reserves.
3. It is the school district's intent to maintain a closed campus during the lunch period.
4. The US Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment based on the bases of race (including skin color, hair texture and protective hairstyles), color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all program and/or employment activities.)

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

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

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**RECEIPT OF 21<sup>st</sup> EDITION OF THE MALCOLM PUBLIC SCHOOLS  
FACULTY HANDBOOK**

This signed receipt acknowledges receipt of the 21st Edition of the Faculty Handbook of Malcolm Public School District # 148. This receipt acknowledges the handbook is available on the school website: [www.malcolmschools.org](http://www.malcolmschools.org), that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination. I understand that a printed copy is available by request from the District Office.

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

\_\_\_\_\_  
Teacher's Signature

Return to:

Ryan Terwilliger, Superintendent  
Malcolm Public Schools,  
10004 NW 112<sup>th</sup>  
Malcolm, NE 68402

**MALCOLM PUBLIC SCHOOLS**

**K – 12**

**STUDENT - PARENT  
HANDBOOK**

**2022 – 2023**

2022-2023

# MALCOLM PUBLIC SCHOOLS STUDENT - PARENT HANDBOOK

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# Malcolm Public Schools Student-Parent Handbook

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## Foreword

### Section 1 Intent of Handbook:

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

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. This handbook does not create a “contract.” The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

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

Name	Contact Information
Michelle Bice Tony Nutter – President	796-2685
Michelle Bice Tony Nutter – Vice President	470-3973
Bill England – Treasurer	326-0163
Chandler Kramer – Secretary	416-1713
Ed Swotek	937-3783
Amy Spellman	890-2969

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### Section 3 Administrative Staff:

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

**Section 4 Teaching Staff:**

<b>Name</b>	<b>-</b>	<b>Department</b>	<b>Grades</b>
Scott	Amen	Elementary	5
Kip	Arnold	Business/Computer	K-12
Beth	Beach	Elementary	4
Michael	Beach	Vocal music	K-12
Wendy	Beatty	Elementary	2
Ashley	Behrends	Speech Pathologist	K-12
Kayla	Benes	Special Education	7-12
Jordan	Case	Mathematics	7-12
Matt	Coufal	Physical Education	7-12
Becky	Densberger	Elementary	5
Brian/Andrew	Berry/Christensen	Industrial Technology	7-12
Jeff	Donahue	Language Arts	7-12
Andrew	Edwards	Foreign Language	K-12
Chad	Eichenberger	Mathematics	7-12
Kelly	Frank	Guidance Counselor	K-12
Kayla	Benes	Special Education	7-12
Coleman	Gore	Science	7-12
Lori	Haun	Language Arts	6-8 Language Arts
Jonathan	Hunt	Social Studies	7-12
Andy	Klepper	Business Ed/Computer	7-12
Raehel	Koeak	Social Studies	6-8 Social Studies
Angie	Kopecky	FCS	7-12
Stacy	Kopecky	Elementary	4
Morgan	Kramer	Elementary	1
Chelsea	Larkins	Special Education	EC
Morgan	Lemkau	Elementary	3
Chris	Lewandowski	Social Studies	7-12
Deborah	Lewis	Elementary	2
Devon	Luebbe	Pre-Kindergarten	Pre-K
Doug	Mahoney	Technology Facilitator	K-12
Ryan	Marsh	Instrumental music	5-12
Ann	Martin	Art	K-12
Tamra	Maytum	Elementary	6-8 Language Arts
Shelly	Nutter	Elementary	1
Heather	Osborn	Library	K-12
Brittini	Peltz	Reading and Title	K-12
Tonya (Brie)	Pulee	Language Arts	7-12
Broek	Rezny	Elementary	4-8 Math/6 <sup>th</sup> Science
Julia	Stone	Elementary	K
Jeana	Scholz	Elementary	3
Patricia	Schumacher	Special Education	K-8
Dustin	Tobey	Physical Education	K-12
Michael	Trauseh	Special Education	5-8
Kim	Watson	Science	7-12
Zach	Wehner	Elementary	1-8 Math

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Cindy	Welsh	Elementary	K
Dayna	Wyatt	Elementary	5-6 Math/Tech
<b>First Name</b>	<b>Last Name</b>	<b>Department</b>	<b>Grades</b>
Scott	Amen	Elementary	5
Kip	Arnold	Business/Computer	K – 12
Beth	Beach	Elementary	4
Michael	Beach	Vocal music	K – 12
Wendy	Beatty	Elementary	2
Ashley	Behrends	Speech Pathologist	K – 12
Kayla	Benes	Special Education	7 – 12
Jordan	Case	Mathematics	7 – 12
Andrew	Christensen	Industrial Technology	7 – 12
Matt	Coufal	Physical Education	7 – 12
Becky	Densberger	Elementary	5
Jeff	Donahue	Language Arts	7 – 12
Andrew	Edwards	Foreign Language	K – 12
Chad	Eichenberger	Mathematics	7 – 12
Kelly	Frank	Guidance Counselor	K – 12
Coleman	Gore	Science	7 – 12
Lori	Haun	Language Arts	6-8
Jonathan	Hunt	Social Studies	7 – 12
Allison	Hunt	Elementary	K
Andy	Klepper	Business Ed/Computer	7 – 12
Rachel	Kocak	Social Studies	6-8
Angie	Kopecy	FCS	7 – 12
Stacy	Kopecy	Elementary	4
Morgan	Kramer	Elementary	1
Heather	Ladman	Art	K-6
Morgan	Lemkau	Elementary	3
Chris	Lewandowski	Social Studies	7 – 12
Deborah	Lewis	Elementary	2
Amanda	Loos	Special Education	EC
Devon	Luebbe	Pre-Kindergarten	Pre-K
Doug	Mahoney	Technology Facilitator	K-12
Ryan	Marsh	Instrumental music	5 – 12
Ann	Martin	Art	K – 12
Tamra	Maytum	Elementary	6-8
Shelly	Nutter	Elementary	1
Heather	Osborn	Library	K – 12
Brittni	Peltz	Reading and Title	K – 12
Tonya (Brie)	Pulec	Language Arts	7 – 12
Brock	Rezny	Elementary	4-8 Math-Sci
Jana	Scholz	Elementary	3
Patricia	Schumacher	Special Education	K - 8
Dustin	Tobey	Physical Education	K – 12
Michael	Trausch	Special Education	5-8
Kim	Watson	Science	7 – 12
Zach	Welner	Elementary	1 – 8 Math
Cindy	Welsh	Elementary	K
Dayna	Wyatt	Elementary	5-6 Math/Tech

**Section 5 Support Staff:**

<u>Name</u>	<u>Building</u>	<u>Position</u>
Alison Blair	District Office	Business Manager
Wendy Powers	District Office	District Adm. Assistant
Ann Kramer	Jr./Sr. High	7-12 High Adm. Assistant
Michelle Glause	7-12	H.S. Office Aide
Chris Bolte	Elementary	Elem. Admin. Assistant
<del>April Faubion</del>	<del>Elementary</del>	<del>Health Aide</del>
Staci Bixenmann	K-12	Para Educator
Cassandra Draper	K-12	Para Educator
Rebekah Ferguson	K-12	Para Educator
Mary Gueret	K-12	Para Educator
Kristi Gustafson	K-12	Para Educator
Linda Lechner	K-12	Para Educator
Kristie Minzel	K-12	Para Educator
Treasa Wattier	K-12	Para Educator
Jennifer Witzel	K-12	Para Educator
Sandra Ratzlaff	K-12	Library Media Aide
Danielle Broughton	-	Food Service Manager
Gladys Jolliffe	-	Cook
Charlene Kolodziejski	-	Cook
Annelise Wunderlich		Cook
John Hieken		Cook
Doug Saviaky	-	Head of Maintenance
Arlon Buseh	-	Custodian
Don Pekarek	-	Custodian
Dallas Janousek		Custodian
Erie Bartling		Custodian
Wendy Tibbetts	-	Custodian
JoAnn Boshart	-	Bus Driver
Luke French	-	Bus Driver
Don Karnopp	-	Bus Driver
Randy Strauss	-	Bus Driver
Charlotte Whisenhunt	-	Bus Driver
<u>First Name</u>	<u>Last Name</u>	<u>Building</u>
<u>Alison</u>	<u>Blair</u>	<u>District Office</u>
<u>Wendy</u>	<u>Powers</u>	<u>District Office</u>
<u>Ann</u>	<u>Kramer</u>	<u>Jr./Sr. High</u>
<u>Michelle</u>	<u>Glause</u>	<u>Jr./Sr. High</u>
		<u>Position</u>
		<u>Business Manager</u>
		<u>District Adm. Assistant</u>
		<u>7-12 Exec. Asst.</u>
		<u>7-12 Adm. Asst.</u>

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<u>Chris</u>	<u>Bolte</u>	<u>Elementary</u>	<u>PK-6 Exec. Asst.</u>
<u>Audrey</u>	<u>Moore</u>	<u>Elementary</u>	<u>PK-6 Admin. Asst.</u>
<u>Jillian</u>	<u>Cosgrove</u>	<u>K-12</u>	<u>Nurse</u>
<u>Staci</u>	<u>Bixenmann</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Cassandra</u>	<u>Draper</u>	<u>K-12</u>	<u>Para Educator</u>
<u>Rebekah</u>	<u>Ferguson</u>	<u>K-12</u>	<u>Para Educator</u>
<u>Mary</u>	<u>Gueret</u>	<u>K-12</u>	<u>Para Educator</u>
<u>Kristi</u>	<u>Gustafson</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Linda</u>	<u>Leichner</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Kristie</u>	<u>Minzel</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Treasa</u>	<u>Wattier</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Jennifer</u>	<u>Witzel</u>	<u>K – 12</u>	<u>Para Educator</u>
<u>Sandra</u>	<u>Ratzlaff</u>	<u>K – 12</u>	<u>Library Media Aide</u>
<u>Danielle</u>	<u>Broughton</u>	-	<u>Food Service Manager</u>
<u>Gladys</u>	<u>Jolliffe</u>	-	<u>Cook</u>
<u>Charlene</u>	<u>Kolodziejski</u>	-	<u>Cook</u>
<u>Annelise</u>	<u>Wunderlich</u>	-	<u>Cook</u>
<u>John</u>	<u>Hicken</u>	-	<u>Cook</u>
<u>Doug</u>	<u>Savicky</u>	-	<u>Head of Maintenance</u>
<u>Arlon</u>	<u>Busch</u>	-	<u>Custodian</u>
<u> </u>	<u> </u>	-	<u>Custodian</u>
<u> </u>	<u> </u>	-	<u>Custodian</u>
<u>Eric</u>	<u>Bartling</u>	-	<u>Custodian</u>
<u>Wendy</u>	<u>Tibbetts</u>	-	<u>Custodian</u>
<u>Connie</u>	<u>Galliher</u>	-	<u>Bus Driver/Para</u>
<u>JoAnn</u>	<u>Boshart</u>	-	<u>Bus Driver</u>
<u>Luke</u>	<u>French</u>	-	<u>Bus Driver</u>
<u>Randy</u>	<u>Strauss</u>	-	<u>Bus Driver</u>
<u>Charlotte</u>	<u>Whisenhunt</u>	-	<u>Bus Driver</u>

## Article 1 – Mission and Goals

### Section 1 School Mission Statement:

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

### Section 2 Target Areas and Goals

### Target Areas

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

### **Section 3 Governing values and Objectives:**

The governing values of the Malcolm Public Schools are:

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

The objective of the Malcolm Public Schools is to:

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

### **Section 4 Mutual Respect:**

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

### **Section 5 Multicultural Policy**

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

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

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

### **Section 6 Character Education**

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

**Section 7 Complaint Procedures:**

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

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

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

**Section 8 The 'CLIPPER'**

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

## Article 2 - School Day

### Section 1      Daily Schedule (K-5)

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

### Daily Schedule (6-12)

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

### 12:30 Shortened Schedule (K-5)

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

### 12:30 Shortened Schedule (6-12)

7:50	Doors open		
8:00 - 8:30	1 <sup>st</sup> period	10:18 - 10:48	5 <sup>th</sup> period
8:30 - 8:40	Breakfast	10:50 - 11:20	6 <sup>th</sup> period
8:42 - 9:12	2 <sup>nd</sup> period	11:22 - 11:52	7 <sup>th</sup> period
9:14 - 9:44	3 <sup>rd</sup> period	11:54 - 12:24	8 <sup>th</sup> period
9:46 - 10:16	4 <sup>th</sup> period		

### Section 3

#### Severe Weather and School Cancellations

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

Decision to Close School. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Announcements about ~~other~~ Nebraska school closings are included in Lincoln radio and television broadcasts. Students and parents will want to pay special attention to which public school districts are being closed. **In addition, MPS will update the website accordingly, and send an automated message to all of the families via phone, text, and/or email.**

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given to parents. If school is closed during the day, the notice will be given to the media for broadcasting and **parents should have a plan in place to accommodate these circumstances.**

Parental Decisions. **Parents may decide to keep their children at home in inclement weather because of personal circumstances.** Students absent because of severe weather when school is in session will be marked

absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

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

Emergency Conditions. Malcolm Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response.

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## Article 3 - Use of Building and Grounds

### Section 1 Entering and Leaving the Building

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

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

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

### Section 2 Visitors

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

### Section 3 Tobacco-Free Environment

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

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

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

### Section 4 Care of School Property

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

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Fines are determined on books according to the following criteria:

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

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

#### **Section 5 Lockers (7-12)**

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

#### **Section 6 Searches of Lockers and Other Types of Searches Search and Seizures**

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.

5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

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

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

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

#### **Section 7 Video Surveillance**

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

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

#### **Section 8 Use of Telephone**

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

#### **Section 9 Bicycles**

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

#### **Section 10 Student Valuables**

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

#### **Section 11 Lost and Found**

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

#### **Section 12 Accidents**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

**Section 13 Laboratory Safety Glasses**

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

**Section 14 Insurance**

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

**Section 15 Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved and stamped by the Principal's office. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

**Section 16 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## Article 4 – Attendance

### Section 1 Attendance Policy

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

### Section 2 Attendance and Absences

#### A. Attendance and Absences.

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
  - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a *School Excused* absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness, court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.
2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

Two school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Malcolm Public Schools or resides in the Malcolm Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child

and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:
  - a. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
  - b. One or more meetings between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:
    - (i) Illness related to physical or behavioral health of the child.
    - (ii) Educational counseling;
    - (iii) Educational evaluation;

- (iv) Referral to community agencies for economic services;
- (v) Family or individual counseling; and
- (vi) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. **Reporting Excessive Absenteeism to the County Attorney.**

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

**Section 3 Tardiness (7-12)**

**Tardy to School:** Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the bell for their first class rings or within 10 minutes of the start of class. Students late for school must report to the office before going to class.

**Tardy to Class:** Students will be considered tardy to class if they are not in their classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once students are in the classroom doorway are at the discretion of the classroom teacher. Students have a sufficient time period between all class changes to make it to their next assigned class on time.

- 1. Upon the accumulation of 3 tardies per any one-class period the student will be assigned 30 minutes of detention time with the teacher.
- 2. Upon the accumulation of 6 tardies per any one-class period the student will be assigned an in-school suspension.

**Section 4 Leaving School (7-12)**

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose. Students who leave without permission and without signing out in the proper manner will be considered truant.

**Section 5 Attendance is Required to Participate in Activities (7-12)**

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. This includes sports contests, practice and dances. Failure to attend on that day will result in a student being withheld from participation in the activity. The principal retains the right to grant participation should exceptional circumstances prevail.

**Section 6 Make-up Work (7-12)**

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive a failing grade for the work required. For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to make up work. The time each student is allowed will be determined by mutual agreement between the student and teacher. The student has the responsibility to contact teachers, initially, regarding make-up assignments. If requested, assignment sheets will be prepared for extended absences such as chicken pox, hospitalization, or other prolonged illnesses. No assignment sheets will be sent out until after at least two (2) days of absence. If the parents or students have concerns prior to the two (2) days, they are encouraged to contact the teacher. If parents and/or students request assignment sheets the school should be contacted by no later than 10:00 a.m. For unexcused absences, the student will receive a failing mark for or in each class period missed.

## Article 5 - Scholastic Achievement

### Section 1 Grading System

Malcolm Public Schools will use the letter grading system as follows in grades 7 - 12:

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

I	Incomplete	
P	Passing	
F	Failing	
WP	Withdrew Passing	
WF	Withdrew Failing	
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Each teacher should define for students the grading procedures to be used in their classes.

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

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

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

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

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

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

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

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

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

#### **7<sup>th</sup> and 8<sup>th</sup> grade promotion requirements**

A student in junior high must receive a passing grade in a minimum of 80% of the classes listed below during their 7<sup>th</sup> and 8<sup>th</sup> grade years. Also, a student must pass at least one semester of each of those classes during any given school year to be considered for promotion.

Language Arts  
Mathematics  
Reading  
Science  
Social Studies

**In addition** a student in junior high school must receive a passing grade in a minimum of 80% of the classes listed below during their 7<sup>th</sup> and 8<sup>th</sup> grade school years to be considered for promotion.

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

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

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

**Section 3 Promotion, Retention (K-6)**

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

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

**Section 4 Schedule Changes (7-12)**

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

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

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

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

**Section 6 Achievement Reports (7-12)**

Various supplemental reports may be sent to parents throughout the school year concerning their student's performance. These reports may describe student work of an exceptional nature or work that needs improving. These reports will be sent as the teacher determines. During the 5<sup>th</sup>, 10<sup>th</sup> and 14<sup>th</sup> weeks of each semester, all grades will be to date if the parents choose to view them online. If low classroom performance continues, an achievement report will be mailed home every week.

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

**Section 7 Report Cards**

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

**Section 8 Homework**

Kindergarten – 6<sup>th</sup> grade

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

7<sup>th</sup> – 12<sup>th</sup> grade

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

**Section 9 Schoolwork during nonacademic time (K-6)**

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

#### **Section 10 Parent-Teacher Conferences**

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

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

##### Honor roll

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

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

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

##### Academic Letter

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

##### Academic Improvement

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

#### **Section 12 National Honor Society (10-12)**

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

##### Admission to the National Honor Society

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

Students in the 10th, 11th, or 12th grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 3.75 or better on a 4.0 scale. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required.

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

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

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

Removal from National Honor Society

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

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction?
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct contained in this handbook; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

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

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## Article 6 - Support Services

### Section 1 Special Education Identification ~~a~~And Placement Procedures:

#### What Does Special Education Mean?

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

#### How are Students with Disabilities Identified?

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

#### Students Who May Benefit

A student verified as having autism, behavior disorder, hearing impairment, mental handicap, orthopedic impairment, other health impairment, specific learning disability, speech language impairment, traumatic brain injury, or visual handicap may be placed in regular education with support services or may benefit from a special education classroom or service.

#### Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

#### Reevaluation

Students identified for special education will be reevaluated at least every three years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district shall obtain parental consent prior to conducting any reevaluation of a student with a disability.

#### Individual Education Program (IEP)

Each student with a disability must have a written IEP prepared by the staff in cooperation with parents specifying programs and services, which will be provided, by the schools. If necessary, the district will arrange for interpreters or other assistants to help parents in preparing and understanding the IEP. Once in place, the program is reviewed on a regular basis with the parent.

An IEP is developed in a conference setting. Parents will be notified of the persons who will be in attendance. The IEP conference shall include at least the following:

1. A representative of the school district;
2. An individual who can interpret the instructional implications of evaluation results;
3. One or both parents;
4. The child (when appropriate);
5. At least one regular education teacher if the child is, or may be participating in the regular education environment;
6. At least one special education teacher;
7. A representative of the nonpublic school if the child is attending a nonpublic school;
8. A representative of a service agency if the child is receiving services from an approved service agency; and
9. Other individuals, at the discretion of the parent or school district.

It is permissible for parents to bring other persons to the IEP meeting, but it is a good idea to inform the school before the scheduled meeting. The school district will provide parents with a copy of the IEP.

#### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated with students who do not have disabilities, to the maximum extent possible. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. A team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities will make determination of a student's educational placement. Team members know the available programs and services, which might help the student. Parents are asked for written consent to determine whether or not they approve the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

#### Alternative Programs

Parents have a right to know about available private and public programs, other than those offered by the schools. The school district staff will provide information about those programs on request. If parents place the student in one of those programs, however, the school district is not required to pay for the student's education.

#### Transportation of Students Receiving Special Education

The district special education staff will make arrangements for transportation for eligible students to the extent such is required by the student's IEP. Students assigned to special education programs requiring attendance at schools outside their regular attendance area will be transported. Special conditions may warrant that special education students receive transportation to their assigned schools. If parents are dissatisfied with a transportation decision, they may contact the Superintendent for a review.

#### Access to Student Records

Parents have the right to inspect and review any education records relating to their child, which are collected, maintained or used by the school district in providing educational services.

#### Nonpublic School Students

Students in state-approved nonpublic schools may participate in special education programs in the same manner as public school students.

#### Parental Review of Programs

Parents who want to review their child's placement for any reason should request an IEP team meeting. If parents are not satisfied with the results of the conference, they may appeal to the Nebraska Department of Education for a formal hearing to be conducted by a state hearing officer. Parents dissatisfied by the findings and decisions made in a state level hearing have the right to bring civil action.

#### Plans and Budget

With the exception of personally identifiable student records, district special education plans and budgets are available for public inspection.

This is a summary of the Malcolm Public Schools district plan for special education students. Anyone interested in obtaining a copy of the complete district policy or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the Superintendent at the Malcolm Public Schools District Offices.

**Section 2      Guidance Services:**

The Malcolm Public Schools employs guidance counselor(s) for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

**Section 3      Health Services:**

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves. In addition, students must be symptom free for 24 hours before returning to school—all exceptions must have the building principal's approval. Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that the child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All medications also require a physician's authorization to be given at school. The school health aide may limit medications to those set forth in the Physician's Desk Reference (PDR). Please limit the amount of medication provided to the school to a two-week supply.

School Health Screening

Children in Preschool and Kindergarten through third grade, as well as children in sixth and ninth grade are screened for vision, hearing, dental defects, height and weight. The screening program also incorporates scoliosis and blood pressure at the sixth and ninth grades. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school health aide may also be screened. Parents are notified of any health concerns as they are identified. Parents who do not wish their child to participate in the school-screening program must communicate this in writing to the school health office where their child attends at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

Physical Examination

Evidence of a physical examination by a qualified physician is required within six months prior to the entrance of the child into any Early Childhood Special Education classes, kindergarten or 1<sup>st</sup> grade and the seventh grade, or in the case of transfer from out of state to any other grade. A parent or guardian who objects may submit a written statement of refusal for his or her child. The statement will be kept in the student's file. Waiver forms are available in the school health office.

Immunizations

Immunizations against the following diseases are required for every child:

- measles • mumps • rubella • poliomyelitis • diphtheria • pertussis • tetanus

All students in all grades will be required to present evidence of:

- 3 doses of DTP, DTaP, DT, or Td vaccine
- 3 doses of Polio vaccine
- 2 doses of MMR vaccine given on or after 12 months of age and separated by one month

or more

In addition to the before mention requirements, all students entering school for the first time (Kindergarten or 1<sup>st</sup> grade), students entering 7<sup>th</sup> grade and transfer students from outside the State of Nebraska, regardless of grade (includes any foreign students) are required to present evidence of:

- 3 doses of Hepatitis B vaccine. (For the 2004-05 school year this includes students in grades kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> plus all out of state transfer students)
- 1 dose of varicella (chickenpox) given on or after 12 months of age and prior to 13 years of age. If over 13 years of age 2 doses of varicella, separated by a least one month. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
- On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products; as such standards existed on January 1, 2009.

Any 2-5 year-olds enrolled in a school-based program not licensed as a childcare provider (i.e., Head Start and Early Childhood Special Education) will be required to present evidence of:

- 4 doses of DTaP, DTP, or DT vaccine
- 3 doses of Polio vaccine
- 1 dose of MMR vaccine given at or after 12 months of age
- 3 doses of Hepatitis B vaccine
- 3 doses of HiB vaccine or 1 dose of HiB vaccine given at or after 15 months of age.
- 1 dose of varicella (chickenpox) given on or after 12 months of age.

Students must show proof of immunization upon enrollment in Malcolm Public Schools. Any student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations may complete a waiver statement, which is available in school health offices.

Students with a signed waiver statement may be excluded from school in the event of a disease outbreak.

#### Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Malcolm Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

#### Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event the child has TWO cases of live lice in a semester, he or she will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice\*.
3. A child who is sent home from school for head lice should miss no more than two school days.

4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
7. Individual buildings will perform classroom-wide or school-wide head checks as needed in order to control the condition at school.

\*Nit removal will be emphasized for effective management of the condition. For more information call the nurse at your child's school.

## Article 7 - Drugs, Alcohol and Tobacco

### Drug-Free Schools

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

### Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

### Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING ~~Malcolm~~ MALCOLM PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

### Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

### Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

**Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

**Intervention**

The Malcolm Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to

students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

#### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

## **Article 8 - Student Rights, Conduct, Rules and Regulations**

### **Section 1 Student Conduct and Discipline Policies:**

The common goal of students, parents, faculty and administration of Malcolm Public Schools is to maintain a school atmosphere, which is conducive to learning. In order to achieve this, Malcolm Public Schools will continue to review and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE MALCOLM PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

#### **Part 1 Student Discipline**

Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

Expulsion:

- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the

student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

Emergency Exclusion: A student may be excluded from school in the following circumstances:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

Other Forms of Student Discipline:

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

**Part 2 Student Conduct:**

Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm. The term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.
  - c.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- e. For personal safety or security devices, the student abides by the requirements set forth above.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

**Additional Student Conduct Rules:**

The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event.

- 1. **Student Appearance:** Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - e. Head wear including hats, caps, bandannas, and scarves.
  - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double.
  - g. Clothing or jewelry that is gang related.
  - h. Visible body piercing (other than ears).

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school’s guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal’s office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the

event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. Academic Integrity.

a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be

sick, when the student's real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

(1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) False Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

### 3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this

policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession

of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) **Third Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(6) **Penalties for Prohibited Use of Electronic Devices:** Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(7) **Reporting to Law Enforcement:** Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. **Responsibility for Electronic Devices.** Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

**Inappropriate Public Displays of Affection (IPDA):** Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

- a. 1st Offense: Student will be confronted and directed to cease.
- b. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
- c. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

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#### **Harassment and Bullying:**

It is the policy of Malcolm Public Schools that "bullying" type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. The purpose of the Harassment and Bullying Program is to

shield students and staff from those who fail or refuse to comply with school guidelines regarding the treatment of others.

Students and parents are advised that other response measures are also in place and set forth in Article 10 of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

1. **Step One:** The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions, which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.
2. **Step Two:** The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.
3. **Step Three:** If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student Harassment Consequences set forth below which the school authorities determine to be appropriate.
4. **Step Four:** If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

**Harassment and Bullying Program Corrective Measures / Consequences:**

Purpose: All students have the right to attend Malcolm Public Schools free from verbal and physical harassment and bullying. Listed below are short and long term corrective measures/consequences which can be used to correct the continuation of inappropriate harassment or bullying behavior by a student. Corrective measures are not limited to the list below. It is the responsibility of the building administrator to develop a corrective program. The length of the corrective program will be determined by the administrator and the student's ability and willingness to comply with school guidelines and stop the inappropriate behavior. If the student continues to display inappropriate behavior towards other students, corrective measures will be increased until the student is suspended or expelled.

**Examples of Possible Short Term Corrective Measures**

- a. The length of the assignment will be for a minimum of two weeks.
- b. The student will report to the office no later than 7:45 a.m. each morning.
- c. The student will eat on campus at an assigned table.
- d. The student will report to an assigned room at the end of the day, and will remain until 3:45 p.m. This will allow all other students to leave the school grounds in safety.
- e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.

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**Examples of Possible Long Term Corrective Measures**

- a. All corrective measures listed above will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

### **Initiations, Hazing, Secret Clubs and Outside Organizations**

**Initiations.** Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

**Hazing.** Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

**Secret Organizations.** It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

**Outside Organizations.** It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

### **Dating Violence Policy**

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

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

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

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

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

## **Dances, Parties, and Special Events**

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

**General Rules of Student Conduct at Dances.** In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. **Who Can Attend:** Only students of Malcolm Public Schools and their guests may attend.
  - a. Students currently attending Malcolm High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Malcolm High School or their own school are generally considered appropriate dates or invited guests.
  - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
  - c. Some school dances may be restricted to students attending specified grades levels at Malcolm Public Schools. For any dances at the middle school level, only students attending Malcolm Public Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
2. **Prohibited Substances:** Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

3. **Appropriate Attire:** Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

### **24. Network, E-Mail, Internet and Other Computer Use Rules:**

#### **A. Internet Safety Policy**

It is the policy of Malcolm Public Schools to comply with the Children's Internet Protection Act (CIPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response.
- ~~6.~~ Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.
- ~~6.~~ The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

B. General Rules:

1. The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access for all staff and students is a privilege and not a right.

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2. Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.
  3. Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, messages and communications of staff and students to maintain system integrity and insure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
  4. Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
  5. The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.
- C. Policy and Rules for Acceptable Use of Computers and the Network: The following policy and rules for acceptable use of computers and the network, including Internet, shall apply to all district administrators, faculty, staff and students. The term "Users", as contained herein, shall apply to all such individuals. The Superintendent, or the Superintendent's designee, is hereby delegated all authority and is the ultimate person in charge of the district network and technology resources or equipment, and the same shall also be under the direct supervision of the site or building administrator where located, sometimes herein called "network administrators."
1. Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages to the computer, information, files, programs or disks.
  2. Users shall not let other persons use their name, account, log-on password, or files for any reason (except for authorized staff members).
  3. Users shall not use or try to discover another user's account or password.
  4. Users shall not use the computers or network for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).
  5. Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
  6. Users shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
  7. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  8. Users shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access, accept, create or send any obscene, vulgar, lewd, tasteless, or objectionable messages, information, language, or images.
  9. Users shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources. In addition to any other disciplinary action or legal action

that may occur, any user violating this or any other rule shall be liable for any and all damages to the computer, network, information, files, programs or disks.

10. Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator.
11. Users shall not take technology equipment (hardware or software) from the school grounds or remove such from computer work areas without written permission of the network administrator.

D. Etiquette and Rules for Use of Computers and the Network: All users of computers and the network are expected to abide by the generally accepted rules of network etiquette. Informal rules of behavior have evolved for the use of and communication on the network, Internet and other on-line services. Breaches can result in harsh criticism by others. These rules of behavior include (but are not limited to) the following:

1. Be polite. Do not become abusive in your messages to others.
2. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language, message, information or images.
3. Do not reveal your personal account, address or phone numbers, or that of other students or colleagues.
4. Note that electronic mail (e-mail) is specifically not guaranteed to be private. People who operate the system do have access to mail. Messages relating to or in support of illegal activities may be reported to the authorities. Messages, which violate the rules, will result in disciplinary action.
5. All communications and information accessible via the network should be assumed to be private property of others.
6. Do not place unlawful information on any network system.
7. Keep paragraphs and messages short and to the point. Focus on one subject per message.
8. Include your signature at the bottom of e-mail messages. Your signature footer should include your name, position, affiliation, and network or Internet address.
9. The network administrators or teachers may establish other rules from time to time.

E. Penalties for Violation of Rules: All of the policies, rules, and procedures for acceptable use of computers and the network are intended to make the computers and the network more reliable for users. They are also intended to minimize the burden of administrating the networks so that more time can be spent on education and enhancing services. Use of the computer and access to telecommunications resources is a privilege and not a right. Violation of the policies, rules, and procedures concerning the use of computers and the network may result in disciplinary action up to, and including, loss of access, suspension and/or expulsion of students from school and loss of access, suspension, termination, non-renewal or cancellation of the contract of administrators, teachers, or other school employees.

F. Staff, Student and Parent Agreements: Students and parents may be required to sign a computer and network use agreement as a condition of the student being permitted to use such equipment.

25. Library/Media Centers

The library/media centers are available to all students. All current library/media center rules should be followed. All students are expected to conduct themselves in a manner that enables others to study without interruption. Talking or discussions will not be allowed unless permission is received from the supervisor. All audio-visual and printed library resources must be checked out before they are taken home or to a classroom. Reference books, including encyclopedias, and magazines, both current and back issues, must be used in the library/media center and may not be checked out. All other books may be checked out for two weeks. After two weeks, overdue books will accumulate a fine at the rate of 5 cents per day. A student who has a library fine will

not be allowed to check out any more library/media center materials until the book(s) are returned and the fine is paid. Students participating in activities will not be allowed to participate until their library/media center obligations meet.

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**Part 3 Reporting Student Law Violations To Police and Parents/Guardian:**

- (1) Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
- (2) Removals of Students and Interviews of Students

In dealing with law enforcement officials, Malcolm Public Schools' employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with District operations or educational programming.

Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

- (a) the child has violated a state law or municipal ordinance and such child was eleven years of age or older at the time of the violation, and the officer has reasonable grounds to believe such child committed such violation and was eleven years of age or older at the time of the violation;
- (b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
- (c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;
- (d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;
- (e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger;
- (f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).
- (g) the officer has reasonable grounds to believe the child is immune from prosecution for prostitution under subsection (5) of section 28-801; or
- (h) the child has committed an act or engaged in behavior described in subdivision (1), (2), (3)(b), or (4) of section 43-247 and such child was under eleven years of age at the time of such act or behavior, and the officer has reasonable cause to believe such child committed such act or engaged in such behavior and was under eleven years of age at such time.

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of Malcolm Public Schools, the following action is to be taken:

- (a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit "A" to this Policy may be used for this purpose.
- (b) Notify Local Law Enforcement. In some instances there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of Malcolm Public Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.
- (c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student's parents or guardian.

A student should not be released to a private detective or "special police officer" who is not an officer of a Nebraska political subdivision or an officer of an agency of the federal government without consent of the student's parent, guardian or custodian.

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2. Interviews of Students by Law Enforcement Officials

Law enforcement officers and other law authorities should be urged to contact students for questioning outside the instructional day and off school premises whenever possible. When it is appropriate that such questioning occur, the following guidelines are to be followed:

(a) — Interviews not related to District Events. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to Malcolm Public Schools, questioning should not take place until the student's parent, guardian or custodian has been contacted and permission is given for such interview. The consent should be documented. The presence of a school employee during the interview is not necessary.

(b) — Interviews Related to District Events. If the investigation relates to an incident which took place on school premises or during instructional time, it is not necessary to obtain consent of the student's parent, guardian or custodian. In these situations, an employee of the District should be present during the interview to ensure that the interview relates only to the incident which took place on school premises or during instructional time or something which is directly related thereto.

(c) — Child Abuse or Neglect. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted without consent of the student's parent, guardian or custodian. In these situations, an employee of Malcolm Public Schools should be present during the interview to ensure that the interview relates only to those matters.

(d) — Probation Officer Interview. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on school premises. In such situations, it is neither necessary nor desirable that a District employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian.

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~~3.~~ Disclosure of Student Records.

School employees shall not, in the course of dealing with a peace officer or probation officer, disclose any confidential student records or information from such student records other than in response to a court order or subpoena or as otherwise authorized by state law and the Family Educational Rights and Privacy Act (FERPA).

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~~44.~~ Removals and Interviews by Persons other than Law Enforcement Officials

A person who comes to school premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of an administrator or designee.

Permission to remove is not to be granted without consent of the student's parent, guardian or custodian, or a person authorized by the student's parent, guardian or custodian to give such permission.

Permission to interview on subjects not related to school matters is not to be granted unless there is a clearly valid and proper reason for the interview and such is not disruptive to school operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

(3) In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Malcolm Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

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- (a) Knowingly possessing illegal drugs or alcohol.
- (b) Assault.
- (c) Vandalism resulting in significant property damage.
- (d) Theft of school or personal property of a significant nature.
- (e) Automobile accident.
- ~~(f)~~ Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

(f)

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**Part 4 Due Process Procedure**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. If the Principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, the student may be suspended by the Principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the Superintendent.
3. The Principal or his or her designee shall serve by registered or certified mail or by personal service the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said notice shall include the following

- (a) The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
  - (b) The penalties to which the student may be subjected and the penalty which the Principal, or his or her designee has recommended in the charge.
  - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
  - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
  - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
  - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
  5. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee shall automatically go into effect.
  6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the punishment imposed may continue in effect pending final determination.
  7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
  8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

**Hearing Procedure:**

1. **Hearing Officer.** The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
2. **Administrative Representative.** The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. **Notice of Hearing.** If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
4. **Continuance.** Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.

5. Access to Records. The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the [Insert School Name] Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative shall attend the hearing. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. Legal counsel may represent the student or the student's parents or guardian or both. The hearing officer may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.

12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations, which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

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## Article 9 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations

### Section 1 Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

#### Safety and Travel

The District's philosophy is also to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. The District requires that activity team member's travel to and from out-of-town events as a unit. Any exceptions to this rule must be requested in writing by a parent/guardian ahead of time and be approved of by the coach/sponsor and building principal. If the student is not traveling home from an away activity with the team, the student's parents must date and sign a note requesting a change in the student's travel plans in writing and submit the request to the coach for his acknowledgement and approval. The district general policy for students return travel from away activities is to only release students to another adult driver with parental approval unless prior arrangements have been made and approved by the building principal. The note should be given to the coach/sponsor who will turn it into the Building Principal as soon as possible following the event. Only those people involved with the activity will be allowed to travel in the school vehicle.

#### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

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## Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

### Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.

2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.

17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

#### **Drug and Alcohol Violations.**

##### Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

##### **Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

**Drugs and Alcohol.**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).  
The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

**Steroid Offenses.** A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

**Self-Reporting.** A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a

written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic

Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.

- a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
- b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
- c. If a hearing is requested:
  - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
  - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
  - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
  - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### **Section 3 Attendance**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

### **Section 4 Academic Standards**

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.
3. Maintain an overall "C" average to participate in extracurricular activities, except school dances.
4. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are a part of the student's grade requirements.

**Section 4 "Team Selection" and "Playing Time":**

7<sup>th</sup> – 8<sup>th</sup> Grade

The purpose of 7-8 grade interscholastic activities is to provide interested students an opportunity to learn basic game skills and to participate in a competitive activity situation. Participation is voluntary. "A" teams shall be conducted on a play-to-win basis. All other 7-8 teams shall be conducted as the opportunity to participate. In football, all participants who practice faithfully, show desire and good effort will receive a chance to play in some capacity.

9<sup>th</sup> – 12<sup>th</sup> Grade

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner, which reflects the development of high ideals, and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of this criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

**Section 5 Academic Grade Standard for Activities Participation:**

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore:

1. Pass 20 credit hours the previous semester as per Nebraska Schools Activities Association.
2. Ability requirements shall not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; and,
  - (B) Activities or events which are a part of the student's grade requirements.

**Section 6 Eligibility (Ineligibility) for Interscholastic Activities (7 – 12)**

A student is eligible to participate in interscholastic activities unless she/he is below passing (70%) in two (2) or more subjects on both their cumulative and weekly grades during a week. All classes are included in figuring the cumulative grades. If a student meets this criterion a notice of ineligibility will be mailed out to parents or guardians. The student will not be allowed to participate in any interscholastic activity the following week, Sunday through Saturday.

## **Section 7 Student Fees Policy:**

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

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

The District does provide activities, programs, and services to children, which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. Such student and parent contributions have included: students coming to school with the basic clothing and personal supplies to be successful in the classroom (clothing, shoes, pencils, pens, paper, notebooks, calculators, and the like), students bringing their own or paying the reasonable cost of specialized equipment or supplies for the personal preference or personal retained benefit of students (for example, band equipment, locker deposit or rental fees, shop class materials where the student keeps the product, and college tuition or fees for college credit for advanced placement courses or correspondence courses), students providing their own specialized clothing and equipment to be prepared for the extracurricular activities in which they choose to participate (sporting apparel, including shoes, undergarments, and the like), and assisting with special programs, such as field trips, summer school, school dances and plays. The District's general policy is to continue to encourage and to require, to the extent permitted by law, such student and parent contributions to enhance the educational program provided by the District.

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

Guidelines for clothing required for specified courses and activities: Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity. The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

Personal or consumable items& miscellaneous:

- (a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.
- (b) Courses.
  - (i) General Course Materials. The District will make items necessary for students to benefit from courses available to the students, during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property
  - (ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where

such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

- (iii) **Take-Home Course Materials.** Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Also, students will be required to use only the standard project materials made available by the District. If the student wants to create a project other than the standard course project, or to use materials that are not generally provided to all students in the class, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.
- (iv) **Music Course Materials.** Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use, of a particular type of musical instrument, for any student.
- (v) **Parking.** Students may be required to pay for parking on school grounds or at school-sponsored activities. Students and their parents or guardian will be held responsible for damages to school property caused or aided by the student or his vehicle and may be subjected to payment for fines or damages caused with or to vehicles or for failure to comply with school parking rules.

Extracurricular Activities-Specialized Equipment or Attire.

Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The district is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activities (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extra curricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

Extracurricular Activities--Fees for participation:

The District does charge a participation fee to assist in covering expenses in extracurricular activities. Admission fees are charged for extracurricular activities and events. The fees for participation in extracurricular activities are as follows:

- \$50.00 Varsity Activities Male/Female (Basketball, Cross Country, Football, Speech, Drama, Track, Softball, Volleyball and Wrestling)
- \$35.00 Junior High Activities (Basketball, Cross Country, Wrestling, Football, Track and Volleyball)
- \$35.00 Other Activities (Instrumental and Vocal Music)
- \$25.00 Future Business Leaders of America (FBLA)
- \$30.00 Skills U.S.A

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The Malcolm Board of Education has adopted the following addendum to the student fees policy:

In order to perhaps increase high school student attendance at home activities and soften the financial impact on families; any high school student that pays a participation fee for an activity will in turn get free admission to all activities for that season. (ie if a high school student is out for a fall activity they then will be admitted to other fall high school activities free of charge).

In addition, any high school student who participates in three (3) or more activities will receive a \$10/activity discount, if the full amount is paid in the fall. (i.e. 3 activities x \$45 = \$135; \$30 discount would actually bring the total fee for the three sports to \$105.) High School students must (1) make application to building principal and pay the total in the fall (2) No refunds after first two weeks of fall season (3) District would consider partial refund should year ending injury take place (4) Students who change their minds about full filling the three (3) activity agreement will not receive any refund. High School Students who accept this option will be admitted free to all home high school sporting events during the entire school year.

Others may be listed in Appendix 1.

Postsecondary education costs;

Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a post secondary educational institution.

Transportation costs;

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

Copies of student files or records;

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

Participation in before-and-after-school or prekindergarten services

Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost. Students are responsible for fees required for participation in summer school or night school. Students are responsible for all tuition and fees of correspondence courses unless the course is required for high school graduation and the course or its equivalent is not offered by the District.

Breakfast and lunch programs;

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

Waiver Policy;

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

their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

Distribution of Policy:

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

Student Fee Fund:

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

Additional Specification of Fees Which May Be Charged and Materials Which May be required: See Appendix 1.

**Section 7 Concussion**

1. Training.

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams.

2. Education.

The Superintendent or designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

- a. the signs and symptoms of a concussion;
- b. the risks posed by sustaining a concussion; and
- c. the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

3. Response to Concussions.

a. Removal. A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.

b. Return-to-Play. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed health care professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed health care professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed health care professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school is not required to determine or verify the individual's qualifications.

c. Return to Learn. The Superintendent or designee shall develop a return to learn protocol for students who have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

**Concussions: Return to Learn Protocol**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Malcolm Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom," ~~(2<sup>nd</sup> Edition)~~ and accompanying

Appendix, as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student's coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity. The District encourages full cooperation and support from both students and parents in each student's return to learn protocol.

- d. Parent Notification. If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or designee of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.

4. Responsibility of Coaches.

Coaches shall comply with this policy and apply their safety and injury prevention training. A coach who fails to do is subject to disciplinary action, including but not limited to termination of employment.

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5. Students and Parents.

It is recognized that coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury to the student's coaches on a timely basis.

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## Article 10 - State and Federal Programs

### Section 1 Notice of Nondiscrimination:

Students, parents, employees, volunteers, school patrons, applicants for student admission or employment, sources of referral of applicants for admission and employment, professional organizations holding collective bargaining or professional agreements with the Malcolm Public Schools, and all others who interact with Malcolm Public Schools are hereby notified that the Malcolm Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

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### Section 2 Designation of Coordinator(s):

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Malcolm Public Schools, 10004 NW 112th, Malcolm, NE 68402, (402) 796-2151.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent

Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

**Section 3 Anti-Discrimination, Harassment including Bullying and Dating Violence Policies:**

The policy of Malcolm Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

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Malcolm Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Malcolm Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

**Preventing Harassment and Discrimination of Students.**

**Elimination of Discrimination.**

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

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

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

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

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

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

**1. Purpose:**

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

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

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- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

*i. Level 1 (Investigation and Findings):*

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

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

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

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

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

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

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

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

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

*ii. Level 2 (Appeal to the Superintendent):*

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

*iii. Level 3 (Appeal to the Board):*

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

**4. Confidentiality:**

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

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

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are

- entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
  - i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
  - j. Recommending changes to this policy and grievance procedure.
  - k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

**Complaint and Grievance Procedures:**

Employees or students should initially report all instances of discrimination, harassment or dating violence to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination, harassment or dating violence continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Malcolm Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent of Malcolm Public Schools, the complaint may be processed to the Board of Education.

The Supervisor, Teacher, Principal or the Superintendent of Malcolm Public Schools will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of these policies.

**Section 4 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973:**

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

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

#### **Notification of Rights Under FERPA**

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

- 1) The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- 2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

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

Kathleen Styles, Office of the Chief Privacy Officer  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

#### **Notice Concerning Directory Information**

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in [Name] Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

#### **OPTIONAL**

In addition, notice is further given that FERPA permits the disclosure of personally identifiable information from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the District to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. The District may disclose personally identifiable information from the education records of a student without obtaining prior written consent of the parents or the eligible student—

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U.S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Nebraska Department of Education. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of personally identifiable information to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the District, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the District has designated as "directory information" under §99.37. (§99.31(a)(11))

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

**Notice Concerning Designation of Law Enforcement Unit:**

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

**Section 6 Notice Concerning Disclosure of Student Recruiting Information:**

The No Child Left Behind Act of 2001 requires Malcolm Public Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Malcolm Public Schools not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. Malcolm Public Schools will comply with any such request.

**Section 7 Notice Concerning Staff Qualifications:**

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Malcolm Public Schools will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Malcolm Public School will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the Act.

**Section 8 Student Privacy Protection Policy:**

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

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.

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

such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

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

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

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

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

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

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

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

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy

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

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

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

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

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

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

Definition of Surveys of Matters Deemed to be Sensitive

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

1. political affiliations or beliefs of the student or the student=s parent;
2. mental or psychological problems of the student or the student=s parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student=s parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Mental Health Assessment or Service

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

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

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- ~~2. mental or psychological problems of the student or the student's parent;~~
- ~~3. sex behavior or attitudes;~~
- ~~4. illegal, anti-social, self-incriminating or demeaning behavior;~~
- ~~5. critical appraisals of other individuals with whom the student has close family relationships;~~
- ~~6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or~~
- ~~7. Religious practices, affiliations, or beliefs of the students or the student's parent;~~
- ~~8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).~~

#### Mental Health Assessment or Service

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

### **Section 9 Parental Involvement Policies:**

#### A. Parental/Community Involvement in Schools

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

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable

law. Access will be provided during regular business hours of the school.

5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.
6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment to the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

#### Title I Parental and Family Engagement Policy

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

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

**Section 10 Homeless Students**

Homeless Students

A. General Policy Statement

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

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B. Definitions

"School of Origin" shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

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"Homeless children and youths" shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

"Unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.

- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

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3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

C. School Stability

1. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

2. Enrollment: Once the school is selected in accordance with the child’s or youth’s best interest, that child

or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.

3. **Transportation:** If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

D. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

E. Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;
2. Receive appropriate time and training in order to carry out the duties required by law and this policy;
3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
4. Ensure that homeless children and youths:
  - a. Are enrolled in school which includes attending classes and participating fully in school activities;
  - b. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - c. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - d. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.

5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.
3. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

**Section 11. Breakfast and Lunch Programs:**

1. The Malcolm Public School District will not deny any student a meal who has forgotten his/her lunch money and needs to ask for meals on credit, until a student has requested three credit meals during the year. School personnel will maintain a list of students who requested credit meals during the school year, along with the number of occurrences for each student. One written notice will be given to the student and the parent prior to denial of a meal. Once a parent receives the above written notice, the student will be expected to either bring lunch or pay for lunch before eating.
2. Regular lunch prices will be reviewed annually and calculated to provide nutritious, balanced meals at a reasonable cost, said cost to cover program operation and sufficient cash reserves.
3. It is the school district's intent to maintain a closed campus during the lunch period.
4. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race (including skin color, hair texture and protective hairstyles), color, national origin, sex, religious creed, disability, age, political beliefs, sexual orientation or gender identity or other protected status, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal

Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

#### Meal Charge Policy

It is the policy of the District to comply with the National School Lunch Program and School Breakfast Program and all other federal grant programs that provide free or reduced meals to qualifying students.

#### Student Eligibility

Families of students who may be eligible for free or reduced price school meals should submit an application to determine their eligibility. Applications are available through the Superintendent or Superintendent's designee. As long as an application is submitted on or after July 1, the application will be considered current for the new school year. A student may become eligible for free or reduced meals at any time during the school year if the household experiences a change in financial circumstances.

#### Meal Account Balances

The District will ensure that families can check their meal account balances in a manner other than exclusively online. The District will ensure that at least one form of meal account payment is free of charge. School lunch payments may be made by cash, check, credit card, or E-Funds on-line payment system. Any questions concerning balances or payments may be directed to any of the school offices.

The District encourages families to pre-pay without charge for free or reduced price meals. Notwithstanding the option to pre-pay, students and families will have a method to add funds during the school day. Any balance remaining in a pre-paid account shall carry over into the next month. Households approved for free or reduced price meals with funds remaining in their meal account at the end of the school year shall receive a refund. When a student leaves the District or graduates, the District shall attempt to contact the student's household to return any funds remaining in the student's meal account.

Unpaid meal charges may be carried over at the end of the school year as a delinquent debt and the District shall undertake reasonable collection efforts to collect unpaid meal charges classified as delinquent debt, pursuant to and in compliance with state and federal law. The District shall maintain records of its collection efforts and, once delinquent meal charges are converted to bad debt, its documentation establishing and handling of the bad debt.

#### Student Confidentiality

The District will disclose individual student eligibility information only to those persons (and organizations) who require

the information in order to carry out an activity specifically authorized by the National School Lunch Act, subject to applicable legal exceptions.

The District shall not use or implement any colored or coded meal cards, tickets, tokens, or other methods of payment that would overtly identify a student as being eligible for free or reduced price meals.

Distribution Annually

This policy shall be provided in writing to all students' households at the start of each school year and to households transferring to the District during the school year.

This policy shall also be provided annually to District staff members responsible for the enforcement of this policy, including food service professionals.

The Superintendent or the Superintendent's designee shall maintain documentation of the annual distribution of this policy to students' households and District staff.

## APPENDIX 1

### Students

#### Student Fees Policy

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

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

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

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject

~~to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the 2017-2018 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.~~

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

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

~~radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.~~

~~(2) Personal or consumable items & miscellaneous~~

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

~~(b) Courses~~

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

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

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

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

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

~~(3) Extracurricular Activities Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with~~

~~specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.~~

~~(4) Extracurricular Activities Fees for participation. Any fees for participation in extracurricular activities for the 2020-2021 school year are further specified in Appendix "I." Admission fees are charged for extracurricular activities and events.~~

~~(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with~~

~~obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.~~

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

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

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

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

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

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

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

~~lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.~~

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
\_\_\_\_\_  
Superintendent or Other Authorized School Official

~~Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB~~

~~249 (The Public Elementary and Secondary Student Fee Authorization Act)~~

~~Neb. Constitution, Article VII, section 1.~~

~~Neb. Rev. Stat. §§79-241, 79-605, and 79-611 (transportation)~~

~~Neb. Rev. Stat. §79-2104 (student files or records)~~

~~Neb. Rev. Stat. §79-715 (eye protective devices)~~

~~Neb. Rev. Stat. §79-737 (liability of students for damages to school books)~~

~~Neb. Rev. Stat. §79-1104 (before and after school or pre-kindergarten services)~~

~~Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)~~

Date of Adoption: June 19, 2017

Appendix "1" to 2020-2021 Student Fees Policy of Malcolm Public Schools

Additional Specification of Required Materials and Fees<sup>1</sup>

Program	General Description of	\$ Amount of Fee (Anticipated or
Physical Education	Appropriate clothing	Tennis shoes and socks,
Art classes and special	Appropriate clothing	Old shirt for painting; other clothing
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available

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<sup>1</sup>-This listing is a part of the 2020-2021 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup>-Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2020-2021 school year.

		for use by any student. \$50 deposit
Classroom supplies	General supplies, such as writing instruments (pens,	None necessary classroom supplies will be made available by the school. Students will be responsible for the
Field Trips	Transportation and admission costs of field trips	None costs of school sponsored, class related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free reduced lunch eligible students.
Summer school courses	Classes offered during	\$50 to \$200 per class.
Copies	Use of school copiers (except for one copy of	Ten cents (.10) per page when charges apply.

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School Meals		<del>Breakfast \$1.55-60 (K-12)</del> <del>Lunch \$2.55-60 (K-6)</del> <del>Milk \$0.40</del> <del>Prices are maximums based on one</del>
Secondary Program	General Description of	\$ Amount of Fee (Anticipated or
Physical Education	Appropriate clothing	Tennis shoes and socks,
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles 1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons,	None necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost

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Classroom Projects, i.e. Family & Consumer	Project Cost	Student pays cost that is beyond the standard project provided by the
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a
Copies	Use of school copiers (except for one copy of	Ten cents (.10) per page when charges apply.
School Meals		Breakfast <del>\$1.55</del> 60 (K-12) Lunch <del>\$2.80</del> 85 (7-12) Milk <del>\$0.40</del> Prices are maximums based on one
Post-secondary education classes	Tuition and fees for college courses taken for	None Any postsecondary education costs are to be paid directly by
End of year lost or damaged books	Damage fee or replacement cost	Fines will cover replacement of the book that is damaged or lost
Yearbooks—Optional	School Book	Yearbooks are published and made
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test,
Summer school courses	Classes offered during	Cost not to exceed \$500

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<del>Locker usage</del>	<del>Use of school padlock</del>	<del>\$10 replacement fee for lost locks. Repair cost for any damaged lockers.</del>
<del>Extracurricular and</del>	<del>General Description of</del>	<del>\$ Amount of Fee (Anticipated or</del>

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<p><del>1. Admission</del></p>	<p><del>Spectator fees for admission to events</del></p>	<p><del>\$65.00 adult (high school event)</del>  <del>\$54.00 student (high school event)</del>  <del>\$43.00 Jr. High</del>  <del>Students may purchase an Activity Ticket for \$4535.00 for 10 activities.</del>  <del>Adults may purchase an Activity Ticket</del></p>
<p><del>2. Participation Fees</del></p>		<p><del>\$45 50 for Varsity Activities</del>  <del>Male/Female (Basketball, Cross Country, Football, Speech, Drama, Track, Volleyball, Softball and Wrestling)</del>    <del>\$30 35 Junior High Activities</del>  <del>(Basketball, Cross Country, Football, Track, Volleyball and Wrestling)</del>    <del>\$30 35 Instrumental and Vocal Music</del>    <del>\$20 25 FBLA</del>    <del>\$25 30 Skills USA</del></p>

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		<p><del>\$10/activity discount for three varsity activities</del></p> <p><del>*If a student participates in three or more varsity activities, they will receive a \$10 discount per activity.</del></p> <p><del>(Example: if a student goes out for volleyball, drama, and track, they would pay \$105 <u>120</u> instead of \$135<u>150</u>)</del></p>
3. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.

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4. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non required gloves, swim goggles, towels, forearm pads and
5. Travel meals	Meals	Students are responsible for their own meals while traveling. An exception
6. Locker use	Padlock for locker	\$10 replacement fee for lost locks. Repair cost for any damaged lockers.
7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items
8. Athletic Clubs	Letterman's club and	Currently no dues required. Annual
9. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible

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		<p><del>for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00.</del></p> <p><del>For High School Band Students an \$8.00 uniform cleaning fee is requested.</del></p> <p><del>For Junior High Band Students a \$7.00 uniform cleaning fee is requested.</del></p> <p><del>Limited instruments available for use by any student. \$50 deposit</del></p> <p><del>For High School Vocal students a \$6.00 choir robe cleaning fee is requested.</del></p>
Vocal Music Group	<del>Coordinating</del> group	Students will pay for outfits selected
National Honor Society	State & national dues;	Currently no dues required. Annual
Swing Choir	Attire	Students are responsible for

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Student Council	State & national dues,	Currently no dues required. Annual
Cheerleading/Dance Team	Uniforms	Uniforms range up to \$1000.00. Camp
<b>Social &amp; Recognition</b>		
1. School plays,	Admission to events	Up to \$10.00 per play or activity
2. School dances	Admission to prom,	Up to \$10.00 per event
3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$25.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques
4. Picture Packets	Optional Pictures are still taken for use in	Students purchase packets as desired and pay directly to photo company.

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<p>5. Trips</p>	<p>Transportation, lodging, meals, admission to events, etc.</p>	<p><del>For student trips (excluding activities) —students may pay a fee to help defer costs and will be responsible for meals. The maximum costs of such trips will be \$2,000 per student.</del></p> <p><del>If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A</del></p>
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Students

Student Fees Policy

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

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

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

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to

time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the 2022-2023 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

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

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

(2) Personal or consumable items & miscellaneous

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

(b) Courses

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

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

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and

shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

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

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

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2022-2023 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the

course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

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

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

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

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

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

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

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication

may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

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

#### **CERTIFICATION**

On the 20<sup>th</sup> day of June, 22, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

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

Date of Adoption: July 19<sup>th</sup>, 2021

**Appendix "1" to 2022-2023 Student Fees Policy of  
Malcolm Public Schools**

**Additional Specification of Required Materials and Fees<sup>3</sup>**

<b><u>Program</u></b>	<b><u>General Description of Fee or Material</u></b>	<b><u>\$ Amount of Fee (Anticipated or Maximum)<sup>4</sup> or Specific Material Required</u></b>
<b><u>Elementary Program</u></b>		
<u>Physical Education classes</u>	<u>Appropriate clothing (non-specialized attire)</u>	<u>Tennis shoes and socks, running shorts, T-shirt</u>
<u>Art classes and special projects or events</u>	<u>Appropriate clothing (non-specialized attire)</u>	<u>Old shirt for painting; other clothing which may get paint on it or otherwise be damaged</u>
<u>Music-Optional band Courses</u>	<u>Musical instruments</u>	<u>Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag",</u>

<sup>3</sup> *This listing is a part of the 2012-2013 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.*

<sup>4</sup> *Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2012-2013 school year.*

		<u>etc.) Limited instruments available for use by any student. \$50 deposit</u>
<u>Classroom supplies</u>	<u>General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.</u>	<u>None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists</u>
<u>Field Trips</u>	<u>Transportation and admission costs of field trips</u>	<u>None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.</u>
<u>Summer school courses</u>	<u>Classes offered during the summer, or at night, if any</u>	<u>\$50 to \$200 per class.</u>
<u>Copies</u>	<u>Use of school copiers (except for one copy of the student file, which will be provided without charge).</u>	<u>Ten cents (.10) per page when charges apply.</u>
<u>School Meals</u>		<u>Breakfast--\$1.60 (K-12) Lunch--\$2.60 (K-6) Milk--\$0.40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.</u>
<b><u>Secondary Program</u></b>	<b><u>General Description of Fee or Material</u></b>	<b><u>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</u></b>
<u>Physical Education Classes</u>	<u>Appropriate clothing (non-specialized attire)</u>	<u>Tennis shoes and socks, running shorts, T-shirt</u>
<u>Art and shop classes and special projects, science classes</u>	<u>Appropriate clothing (non-specialized attire) Goggles-1 pair provided per</u>	<u>Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop</u>

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	<u>year. If lost or damaged students are required to purchase a new pair.</u>	<u>classes; approved protective goggles for science classes.</u>
<u>Music-Optional band courses</u>	<u>Musical instruments</u>	<u>Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.</u>
<u>Classroom Supplies</u>	<u>General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.</u>	<u>None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.</u>
<u>Classroom Projects, i.e. Family &amp; Consumer Science, Industrial Technology</u>	<u>Project Cost</u>	<u>Student pays cost that is beyond the standard project provided by the school.</u>
<u>Advanced math or science classes</u>	<u>Specialized calculators</u>	<u>Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.</u>
<u>Copies</u>	<u>Use of school copiers (except for one copy of the student file, which will be provided without charge)</u>	<u>Ten cents (.10) per page when charges apply.</u>
<u>School Meals</u>		<u>Breakfast--\$1.60 (K-12)</u> <u>Lunch--\$2.85 (7-12)</u> <u>Milk--\$0.40</u> <u>Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.</u>
<u>Post-secondary education classes</u>	<u>Tuition and fees for college courses taken for credit.</u>	<u>None--Any postsecondary education costs are to be paid directly by students to the college. Exception: Career Academies</u>

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<u>End of year lost or damaged books</u>	<u>Damage fee or replacement cost</u>	<u>Fines will cover replacement of the book that is damaged or lost</u>
<u>Yearbooks - Optional</u>	<u>School Book</u>	<u>Yearbooks are published and made available for purchase every year.</u>
<u>College entrance tests and preparation</u>	<u>Prep programs &amp; tests</u>	<u>Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved. The State of Nebraska will pay for one ACT test for students in their junior year.</u>
<u>Summer school courses</u>	<u>Classes offered during the summer, or at night, if any</u>	<u>Cost not to exceed \$500</u>
<u>Locker usage</u>	<u>Use of school padlock</u>	<u>\$10 replacement fee for lost locks. Repair cost for any damaged lockers.</u>
<u>Extracurricular and other programs</u>	<u>General Description of Fee or Material</u>	<u>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</u>

<u><b>Athletic Programs</b></u>		
<u>1. Admission</u>	<u>Spectator fees for admission to events</u>	<u>\$5.00 adult (high school event)</u> <u>\$4.00 student (high school event)</u> <u>\$3.00 Jr. High</u> <u>Students may purchase an Activity Ticket for \$35.00 for 10 activities.</u> <u>Adults may purchase an Activity Ticket for \$45.00 for 10 activities. For District events hosted by the School, the cost will be set by NSAA but it will not exceed \$20.00 per event.</u> <u>Senior citizens (65 yrs. old) can get a pass from the business office for free.</u>
<u>2. Participation Fees</u>		<u>\$50 for Varsity Activities Male/Female (Basketball, Cross Country, Football, Speech, Drama, Track, Volleyball, Baseball, Softball and Wrestling)</u> <u>\$35 Junior High Activities (Basketball, Cross Country, Football, Track, Volleyball and Wrestling)</u> <u>\$35 Instrumental and Vocal Music</u> <u>\$25 FBLA</u> <u>\$30 Skills USA</u> <u>\$10/activity discount for three varsity activities</u> <u>*If a student participates in three or more varsity activities, they will receive a \$10 discount per activity.</u> <u>(Example: if a student goes out for volleyball, drama, and track, they would pay \$120 instead of \$150)</u>

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

<u>8. Athletic Clubs</u>	<u>Letterman's club and other clubs supporting the athletic program</u>	<u>Currently no dues required. Annual dues not to exceed \$10.00 per club.</u>
<u>9. Marching Band and Musical Groups</u>	<u>Equipment and attire.</u>	<u>Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00.</u>  <u>Limited instruments available for use by any student. \$50 deposit For High School Vocal students a \$6.00 choir robe cleaning fee is requested.</u>
<u>Vocal Music Group</u>	<u>Coordinating group attire</u>	<u>Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$130.00</u>
<b><u>Clubs/Organizations</u></b>		
<u>National Honor Society</u>	<u>State &amp; national dues, meals and activities</u>	<u>Currently no dues required. Annual dues not to exceed \$50.00 per club.</u>
<u>Swing Choir</u>	<u>Attire</u>	<u>Students are responsible for purchasing outfits and accessories. Not to exceed \$150.00.</u>
<u>Student Council</u>	<u>State &amp; national dues, meals and activities</u>	<u>Currently no dues required. Annual dues not to exceed \$50.00 per club.</u>
<u>Cheerleading/Dance Team</u>	<u>Uniforms</u>	<u>Uniforms may cost up to \$1000.00. Camp attendance is optional.</u>
<b><u>Social &amp; Recognition Activities</u></b>		
<u>1. School plays, musicals and social activities</u>	<u>Admission to events</u>	<u>Up to \$10.00 per play or activity</u>
<u>2. School dances</u>	<u>Admission to prom, homecoming, etc.</u>	<u>Up to \$10.00 per event</u>

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

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2022 - 2023 Malcolm Administration Salaries

Faculty Member	Salary	0.0037 LTD		Base + LTD	815.3 Cash-in-Lieu		Base + LTD+ CIL	FICA (Base/LTD/CIL)	Retirement (Base/LTD)	Total
		0.0037 LTD	9783.6		9783.6					
Sweet Dallas (New)	\$ 90,500.00	\$ 334.85	\$ 90,834.85	\$ 90,834.85	\$ 9,783.60	\$ 100,618.45	\$ 7,697.31	\$ 10,061.85	\$ 118,377.61	
Pritchett Troy	\$ 90,500.00	\$ 334.85	\$ 90,834.85	\$ 90,834.85	\$ 9,783.60	\$ 100,618.45	\$ 7,697.31	\$ 10,061.85	\$ 118,377.61	
Squier, Jon	\$ 90,500.00	\$ 334.85	\$ 90,834.85	\$ 90,834.85	\$ 9,783.60	\$ 100,618.45	\$ 7,697.31	\$ 10,061.85	\$ 118,377.61	

Proposed	2021-2022	% Increase
\$ 118,377.61	\$ 114,258.89	0.034793095

2022 - 2023 Malcolm Faculty Salaries

Faculty Member	Salary	0.0037 LTD		Base + LTD	747.87 Cash-in-Lieu		Base + LTD+ CIL	FICA (Base/LTD/CIL)	Retirement (Base/LTD)	Total
		0.0037 LTD	9238.08		9238.08					
Adams, Greg	\$ 152,400.00	\$ 563.88	\$ 152,963.88	\$ 152,963.88	\$ -	\$ 152,963.88	\$ 11,701.74	\$ 15,296.39	\$ 179,962.00	
Dolliver, Amber	\$ 141,000.00	\$ 521.70	\$ 141,521.70	\$ 141,521.70	\$ 3,500.00	\$ 145,021.70	\$ 11,094.16	\$ 14,152.17	\$ 170,268.03	

Adams	\$ 179,544.59	\$ 173,287.70	3.48%
Dolliver	\$ 170,268.03	\$ 158,002.41	7.20%

2022 - 2023 Malcolm Administration Salaries

Faculty Member	Salary	0.0037 LTD		Base + LTD	815.3 Cash-in-Lieu		Base + LTD+ CIL	FICA (Base/LTD/CIL)	Retirement (Base/LTD)	Total
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Proposed	2021-2022	% Increase
\$ 118,377.61	\$ 114,258.89	0.034793095

2022 - 2023 Malcolm Faculty Salaries

Faculty Member	Salary	0.0037 LTD		Base + LTD	747.87 Cash-in-Lieu		Base + LTD+ CIL	FICA (Base/LTD/CIL)	Retirement (Base/LTD)	Total
		0.0037 LTD	0.0037 LTD		9238.08	9238.08				
Adams, Greg	\$ 152,400.00	\$ 563.88	\$ 563.88	\$ 152,963.88	\$ -	\$ -	\$ 152,963.88	\$ 11,701.74	\$ 15,296.39	\$ 179,962.00
Dolliver, Amber	\$ 141,000.00	\$ 521.70	\$ 521.70	\$ 141,521.70	\$ 3,500.00	\$ 3,500.00	\$ 145,021.70	\$ 11,094.16	\$ 14,152.17	\$ 170,268.03

Adams	\$ 179,544.59	\$ 173,287.70	3.48%
Dolliver	\$ 170,268.03	\$ 158,002.41	7.20%



PROPOSAL FOR  
**MALCOLM PUBLIC SCHOOLS**  
**HOME OF THE CLIPPERS**

2024 THOMAS SAF-T-LINER C2 SCHOOL BUS  
71 PASSENGER

**TOTAL PURCHASE PRICE.....\$128,510.00**

Delivered to Malcolm Public Schools  
Approximate Delivery: 11-12 months from order  
Quote valid until July 30, 2022

**SPECIFICATIONS**

**AIR CLEANER**

Donaldson PowerCore air cleaner with 32,000 mile /24 month service intervals. Air intake warmer and air restriction gauge

**AIR CONDITIONING**

20,000 BTU in dash air conditioning. Uses the same controls and vents as the heater and defrost. Keeps driver area cool. Reduces need to open driver window to reduce noise and can help eliminate foggy windshield

**AIR DAM**

SEE II air dam mounted on rear roof panel

**ALTERNATOR**

Delco-Remy 200 AMP 12 Volt pad mounted with automatic spring loaded tensioner

**AXLES**

Set back, 10,000 LB AF Single Front includes synthetic lube  
21,000 ARS- SRS Single Rear Axle includes synthetic lube  
Magnetic rear axle drain and fill plug. 75 MPH road speed limiter

## **BACK UP CAMERA**

Rosco back up camera system that activates when bus is in reverse. Video picture is displayed in left side of passenger mirror.

## **BARRIERS**

(2) 39" barriers covered with fire block and right side modesty panel

## **BATTERIES**

(2) Alliance 1500 CCA- skirt mounted battery box with slide out tray frame mounted

## **BODY PANELS**

Exterior 20 gauge galvanized- Interior 22 gauge Galvalume from belt line to seat rail

## **BRAKES - AIR**

Full air brake package includes BW DV-2 Auto drain valve, Bendix AD-9 air dryer with heater, 18.7 CFM compressor, Meritor 16.5 X 7Q+ cam rear brakes, Meritor double anchor cam front brakes, Gunitite iron hubs, Meritor automatic slack adjusters, steel air brake reservoirs inside frame rails, BW DV-2 auto drain valve, Wabco 4S/4M ABS, one valve parking brake system and warning indicator

## **BUMPER**

Heavy duty front swept back style matching the hood shape. Rear bumper is 1.6 times stronger than triple profile bumpers. Bumper is formed in shape of roadside guardrail and is tucked into side skirts to prevent catching.

## **CAMERA SYSTEM**

REI interior, color digital camera system. HD5-600W-3-500GB.

## **COOLING SYSTEM**

805 sq. in. aluminum core radiator equipped with Mylar tank for easy coolant level visibility. All radiator hoses are Gates heavy-duty hoses with constant torque spring clamps. Long life coolant protected to -40 (5 years/150, 00 miles) 25" cooling fan with 9 nylon blades. Viscous fan clutch. Low coolant sensor light

## **CONSTRUCTION**

Eight ply rubber body to frame insulators on each cross member. Double bolted body to frame clips. Stamped one-piece wheel wells to reduce dust and water leaks. 14 gauge Galvalume U shaped side skirt reinforcements. Two crash rails installed between interior and exterior roof panels. Roof bows extend below floor line. Interior floor bumper 2" steel plate. Rear body 14 gauge reinforcements. Dual 16 gauge Galvaneel roof rail stringers. Closed section, box type, rear corner post design. Automotive style firewall.

## **DASH GAUGES**

Speedometer, Odometer, Tachometer, Hour meter, Voltmeter, Oil pressure, Fuel, Trip meter, Water temperature, Transmission temperature, High-low beam indicator, turn signal indicators, low coolant light, low oil pressure or high coolant temperature warning

light and buzzer

### **DIAGNOSTICS**

SAE 9 pin diagnostics interface connector, electronic engine integral warning and derate protection system. Dash mounted diagnostic electrical system. Multi-plex electronics

### **DRIVER'S COMMAND CENTER**

Mounted left of driver with up to 24 rocker switches with LED backlighting for electrical equipment with rheostat control switch. Large driver's storage compartment and floor mounted clip board holder and storage bin. USB cell phone outlet. Two cup holders.

### **DRIVELINE**

SPL 100 Dana Spicer main drive line has computerized angle alignment. Lubed for life splines that are booted to prevent contamination from water and road debris. Iron flywheel housing.

### **ELECTRICAL SYSTEM**

12-volt system with color-coded and numbered wiring with matched weatherproof connectors. All that passes through metal is grommeted. ECMs are chassis frame mounted. Automatic circuit breakers protected by solid-state technology. Switches are rocker type design and provide "Smart Switch" technology that can be repositioned without rewiring or reprogramming.

### **ENGINE**

**Detroit Diesel DD5 240 HP with 660 ft/lb torque.** 750 watt block heater mounted in bumper, heated fuel/water separator, electronic cruise control.

### **ENTRANCE & REAR DOORS**

Three position toggle switch, air operated outward opening with vandal lock system installed. Four inch header pad installed above door. 86" high clear opening. Stainless steel assist rail. Rear door is in center with 32" x 23" top glass and 32" x 14" bottom glass with protective shields to keep hands and fingers away from sliding components.

### **ESC**

Electronic Stability Control is a computerized technology that improves a vehicle's Stability by detecting and reducing loss of traction and skidding

### **EXHAUST**

Single right hand horizontal muffler with horizontal tail pipe

### **FENDERETTES**

Mounted over rear wheel wells

### **GVWR**

30,000

## **FLOOR COVERING**

5/8" plywood floor with heavy-duty gray marble vinyl. All floor seam separations sealed and covered with durable rustproofed metal stripping. Cove molding along the wall. Molded rubber wheel housing covers. Rubber covered entrance step also have white nosing installed. Entire floor is sealed with adhesives

## **FRAME**

Dual C channel main frames, full length made of 5/16" x 3" x 10 1/8" steel frame 120,000 PSI, powder coated finish. Class 8 truck type 7.5 "x 33.5" reinforced cross members. Tow hooks front and rear

## **FUEL TANK**

65 gallon capacity safety mounted between frame rails and behind rear axle with protective cage and rear skid plate gives added protection against damage in the event the vehicle is backed over an object. Includes non-locking fuel tank door.

## **HEATERS/DEFROSTER**

93,000 BTU left front, 40,000 BTU step well, 84,000 BTU rear left side, 84,000 BTU mid bus. Automotive style 4-speed front heater dash vents with automotive style electronic dash mounted controls. Bergstrom booster heat pump, removable filters, shut off ball type valves. Full width ducted air for windshield, driver's window and entrance door glass. (2) Defroster fans mounted over driver's window and windshield.

## **HEADROOM**

78" Interior height

## **HOOD**

Sloping hood design for over the hood visibility at 11 ft. Splashguards are hood mounted for easy engine access. Plastic grill is removable for easy serviceability and hood includes two expulsion valves to remove moisture and contaminants. Yellow winter front.

## **HORNS**

Dual electric with center steering wheel activation

## **INSULATION/NOISE REDUCTION PACKAGE**

1.5 "Fiberglass in ceiling, bulkheads, walls, 2" thick fire resistant thermo-bonded polyester insulation in rafter cavities, sound abatement package, and undercoating. Urethane foam dust control package.

## **LETTERING**

As required by Federal and State requirements in black block lettering including capacity, "MALCOLM PUBLIC SCHOOLS" in 6" black letters. Unit numbers as needed. Yellow reflective striping as required by state regulations.

## **LIGHTS**

Halogen extended life headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch. LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red at belt line. Warning-halogen eight lamp warning system flush mounted with Lexan covers 27% bigger than 7" round lights. LED Marker/Cluster-Per FMVSS clear strobe light third section from rear, centered. Step well-hooded step light, skirt mounted entrance door light, step light switch. Side mounted turn signals on fender and side panels.

## **LUGGAGE/ BOOK RACKS**

Aluminum tube type book racks located over passenger seats on both sides with padded Ends

## **MANUALS**

Printed operator's maintenance manual including electrical troubleshooting guide, web based service and parts access. Line set ticket

## **MIRRORS**

Rosco 7" X 10" heated and remote controlled side mirrors with extended arms; Rosco Hawkeye circular heated crossover mirrors with tripod bracket. Interior 6' x 30"

## **MUD FLAPS**

HD Front and rear

## **PAINT**

Exterior painted National School Bus Yellow with black trim using lead free urethane PPG paint, interior painted light gray, undercoated chassis. Chrome package includes grill, headlight bezels, and hood intake

## **RADIO**

Delphi AM/FM with six speakers

## **ROOF HATCHES**

Transpec roof hatches in self-sealing pre-cut panels

## **RUB RAILS**

Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Seat rail is one piece formed to length, 14 gauge Galvalume. Rub rails are secured with huck rivets. Sealed with Saf-T-Bond structural adhesive.

## **SAFETY EQUIPMENT**

(2) Nebraska first aid kits, one mounted in storage compartment above driver, one mounted at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit mounted in same storage compartment. 112 DB back-up alarm.

## **SAFETY SOLENOID SWITCH**

Single switch for complete shutdown of all heaters and radio at railroad crossings

## **SAF-T-VUE WINDOWS**

Upper and lower pane 352 square inches, located in front of the entrance door to provide vision of the blind spot by the right front wheel without the use of a mirror.

## **SEAT/DRIVER**

National high back, adjustable, HEATED air seat with three point retractable shoulder harness, armrests, and adjustable lumbar support.

## **SEAT/PASSENGER**

(23) 39" & (1) 26" passenger seats covered with 42 oz. Blue leatherette fire block material and pivot cushion for cleaning with powder-coated frames.

Syntec S3C 3 point shoulder/lap seat belts for all 71 passengers

## **STEERING**

TRW TAS-55 with full power steering. Gear driven hydraulic pump. 19" diameter padded tilt/telescopic steering wheel. 55 degree wheel cut makes this the most maneuverable of any bus in its class

## **STOP ARM**

Stop arm with wind guard. Highly reflective and equipped with LED high intensity lights. Controlled by an electric switch and door operation in conjunction with 8 lamp warning system

## **SUSPENSION**

9,000 LB taper leaf front with maintenance free rubber bushings and spring wear pads  
21,000 LB softride air rear suspension

## **TIRES**

(2) Hankook 11R22.5 14 ply front  
(4) Hankook 11R22.5 M/S 14 ply rear

## **TRANSMISSION**

Allison 2500 PTS automatic 6 speed O/D

## **WHEELBASE**

279"

## **WHEELS**

Black 22.5 x 7.5-hub piloted 10 hole wheel  
Chicago Rawhide oil wheel seals

**WINDOWS**

ABS automotive grade technology 12” high x25” wide opening split sash tempered glass. All side and rear passenger windows tinted, bonded, and banded. Four-tinted tempered push out windows; all interior and exterior window frames are flat black. Driver’s window is storm glass

**WINDSHIELD**

Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.

**WINDSHIELD WIPERS**

Electric, intermittent 5 speed heavy duty wipers. Bottom mounted overlapping automotive style pattern resulting in 1537 square inches of wiped windshield for safety. Wiper motor is accessible for service under engine hood.

**WINTER FRONT**

Yellow winter front that snaps on the front grill.

**WARRANTY**

Base: 3 year/50,000 mile bumper to bumper

Body: Limited 5 years

Engine: Limited 5 year/100,000 miles

Transmission: Limited 7 years/unlimited miles

Axles : Limited/5years unlimited miles





**GO**

**BIG**

**BLUE!**



Oppos

*Clippier*

**PRIDE!**



## Areas for Branding—First Draft

- Stadium
  - Press box, Concessions, Bathrooms
  - Fence (not pictured)
- Exterior Options
  - Light Poles
  - Windows
  - Trashcans
  - Benches (not pictured)
  - Marquees
- Vestibules
  - High School Entrance
  - Elementary School Entrance
- High School Commons
  - Foundation Wall
  - Clipper Ship Wall
  - “We Remember” Wall
  - School Records
  - College Athletes
- Banners/Gym
  - State Champion Banners
  - State Runners-Up Banners
  - Wall Mats
  - Floor
  - Etc.
- Hallways
  - Stay Anchored Signage
- Room Identification Signs
- Other Areas

**Malcolm Kickoff Classic Celebration  
Malcolm, Nebraska**

<b>Date</b>	<b>1st Annual August 24, 2018</b>	<b>2nd Annual September 6, 2019</b>	<b>3rd Annual August 28, 2020</b>	<b>4th Annual September 3, 2021</b>	<b>** PROPOSED ** 5th Annual August 26, 2022</b>
Game Opponent	Gr. Island Central Catholic	Centennial Broncos	Fairbury Jeffs	Yutan Chieftains	Yutan Chieftains
Kickoff Time	700P	700P	730P	700P	700P
Game Sponsor	Taylor-Made Flt. Training	Taylor-Made Flt. Training	None	None	-
Game Announcer	Heath Kramer	Kent Larsen	Heath Kramer	Heath Kramer	Heath Kramer (Verify)
Honored Guests					
Grand Marshall	-	-	Jack Tarr	Bob Hoyer	-
Coin Toss	Tom Osborne	Larry Frost	Jack Tarr	Bob Hoyer	-
Gameball Presentation	-	Maj. Gen. Dayrl Bohac	-	Hailey Densberger	-
Pre-Game Static Display					
	Malcolm VFD Trucks	NE Army Nat'l Guard	-	NSP Helicopter	-
	Booster FB Toss	Booster FB Toss	-	-	-
Pre-Game Tailgate Dinner Sponsor	Malcolm Boosters	Malcolm Boosters	Malcolm Boosters	Malcolm Boosters	-
Pre-Game Festivities					
Player Intro Smoke	Yes	Yes	Yes	Yes	Yes
Student Body Tunnel	-	-	-	-	TBD
National Anthem					
Large Flag	Yes	Yes	Yes	Yes	Yes
Flag Bearers	Malcolm Students	Malcolm Students	Malcolm StuCo	Malcolm Students	Malcolm Students
Performer(s)	Malcolm HS Band	Addison Earnest	Addison Earnest	Alora Ferguson Cora Schweitzer Tyler Thieman	TBD TBD TBD
Fly Over	Taylor-Made Flt. Training	Taylor-Made Flt. Training	Taylor-Made Flt. Training	NSP Helicopter	-
Other					
1st Quarter Recognition					
Recognized	First Responders	First Responders	First Responders	First Responders	First Responders
Recognized	-	Military	Military	Military	Military
Recognized	-	-	Healthcare Professionals	Healthcare Professionals	Teachers
Recognized	-	-	-	Teachers	-
Trivia Contest(s)					
Prize	\$5 Concession Certificates	\$5 Concession Certificates	Malcolm BB Season Tickets	UNL Autograph Volleyball	Malcolm BB Season Tickets
Prize	TO Autographed FB	Stadium Blanket	-	-	-
Halftime Presentation					
Event	Cheerleader Performance	Cheerleader Performance	Jack Tarr Recognition	Cheerleader Performance	Cheerleader Performance?
Event	100-Year Anniv. Kickoff	100-Year Anniv. Present.	-	Bob Hoyer Recognition	Band Performance?
Event	Band Performance	Band Performance	-	-	-
Event	T-Shirt Toss	T-Shirt Toss	-	-	-
Other	Pilot Introductions	Pilot Introductions	-	Pilot Introductions	-