

MALCOLM PUBLIC SCHOOLS, DISTRICT #148
BOARD OF EDUCATION REGULAR MEETING AGENDA
Monday, September 16, 2024 7:00 PM
SCHOOL DISTRICT BOARD ROOM

{{Name: Agenda Item Name}}

1. **Call the Budget Hearing and Tax Request Hearing to Order--Roll Call**
2. ****Budget Hearing** (7:00 PM)**

Verbally indicate - Having been advertised according to statute in the Seward County Independent, the budget hearing is now open to hear testimony of support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed 2024- 2025 school budget, and to consider amendments relative thereto.

Verbally indicate - Not Hearing or Seeing Any Other Individuals Wanting to Provide Testimony, I declare the Budget Hearing Closed

Attachments: (3)

3. ****TAX REQUEST HEARING** (7:15 or immediately following the Budget Hearing)**

Verbally indicate: Having been advertised according to statute in the Seward County Independent, the tax request hearing is now open to hear support, opposition, criticism, suggestions, or observations of tax payers relating to the 2024-2025 tax request and considering amendments relative thereto.

Verbally indicate - Not Hearing or Seeing Any Other Individuals Wanting to Provide Testimony, I declare the Tax Request Hearing Closed

4. **Call Regular Board Meeting to Order - Roll Call**
5. **Pledge of Allegiance**
6. **Consent Agenda**
7. **Communication From the Public: Communications in general or about a specific agenda item.**
8. **Unfinished Business**
 - 8.1. Discuss, Consider and Take All Necessary Action in Approving the Evaluations for the Directors:

2230.1 (A): Assistant Principal/Activities Director
2230.2 (S): Student Services Director
2230.3 (T): Director of Technology
 - 8.2. Discuss, Consider and Take All Necessary Action in Approving Policy 2110 (Appendix)--Duties and Job Description of the Superintendent
9. **New Business**
 - 9.1. Discuss, Consider and Take All Necessary Action in Adopting or Amending the Malcolm Public Schools 2024-2025 Budget
 - 9.2. Discuss, Consider and Take All Necessary Action in Approving or Amending the Malcolm Public Schools 2024-2025 Tax Request.

- 9.3. Discuss, Consider and Take All Necessary Action in Approving or Amending the Option Enrollment Policy
- 9.4. Discuss, Consider and Take All Necessary Action in Discuss, Consider and Take All Necessary Action In Rescinding Policies 1220--Title IX Grievance Policy, and Policy 1220 (FORM)--Title IX Complaint.
- 9.5. Discuss, Consider and Take All Necessary Action in Amending Policy 1210--Title IX Policy
- 9.6. Discuss, Consider and Take All Necessary Action in Approving Event Help Compensation.
- 9.7. Discuss, Consider and Take All Necessary Action in Deeming an 8' Bushhog Blade Excess Property
- 9.8. Discuss, Consider and Take All Necessary Action in approving participation in pursuing claims for damages associated with opioid manufacturer and distributor litigation and social media companies litigation to include as appropriate the filing of and/or participation in such lawsuits and approving the Attorney-Client Fee Contracts with the Frantz Law Group, APLC (the "Agreement"), for both cases provided that the Frantz Law Group, APLC enters into a co-counsel agreement with the Perry Law Firm related to such claims.
- 9.9. Discuss, Consider and Take All Necessary Action in Approving the Strategies and Tactics for the 2024 Strategic Plan.
10. **Reports and Discussion Topics**
 - 10.1. Administration Reports and Discussion Topics
 - 10.1.A. Principals
 - 10.1.B. Superintendent

State Conference: November 20-22
NASB Area Membership Meeting
Cell Phones

11. **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)

12. **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

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Malcolm Public Schools (55-0148) in Lancaster County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16 day of September, 2024 at 7:00 o'clock, P.M., at District Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2022-2023 (1)	2023-2024 (2)	2024-2025 (3)			
General	\$ 8,206,707.00	\$ 8,632,309.00	\$ 11,229,884.00	\$ 600,101.00	\$ 8,051,373.00	\$ 3,816,780.00
Depreciation	\$ -	\$ 127,510.00	\$ 269,790.00		\$ 269,790.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 359,629.00	\$ 269,092.00	\$ 385,848.00	\$ -	\$ 385,848.00	
School Nutrition	\$ 460,812.00	\$ 481,803.00	\$ 575,000.00	\$ -	\$ 575,000.00	
Bond	\$ 232,188.00	\$ 234,440.00	\$ 553,753.00	\$ -	\$ 303,753.00	\$ 252,525.00
Special Building	\$ 501,148.00	\$ 63,589.00	\$ 3,022,227.00		\$ 2,422,227.00	\$ 606,061.00
Qualified Capital Purpose Undertaking	\$ 60,341.00	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 28,055.00	\$ 40,000.00	\$ 46,142.00	\$ -	\$ 46,142.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 9,848,880.00	\$ 9,848,743.00	\$ 16,082,644.00	\$ 600,101.00	\$ 12,054,133.00	\$ 4,675,366.00

	Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax	\$ 252,525.00	\$ 4,422,841.00	\$ 4,675,366.00

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District # 55-0148
Malcolm Public Schools

2024-2025 BUDGET ADOPTED

	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	3,322,298.00	8,051,373.00	3,778,612.00	11,829,985.00	1,147,760.00	10,082,124.00	11,229,884.00	600,101.00	11,829,985.00
Depreciation	269,790.00	269,790.00		269,790.00			269,790.00		269,790.00
Employee Benefit	-	-		-			-	-	-
Contingency	-	-		-			-	-	-
Activities	145,848.00	385,848.00		385,848.00			385,848.00	-	385,848.00
School Nutrition	25,884.00	575,000.00		575,000.00			575,000.00	-	575,000.00
Bond	303,753.00	303,753.00	250,000.00	553,753.00			553,753.00	-	553,753.00
Special Building	2,422,227.00	2,422,227.00	600,000.00	3,022,227.00			3,022,227.00		3,022,227.00
Qualified Capital Purpose Undertaking	-	-		-			-	-	-
Cooperative	-	-		-			-	-	-
Student Fee	21,142.00	46,142.00		46,142.00			46,142.00	-	46,142.00
				-			-	-	-
TOTAL ALL FUNDS	6,510,942.00	12,054,133.00	4,628,612.00	16,682,745.00	1,147,760.00	10,082,124.00	16,082,644.00	600,101.00	16,682,745.00

PERSONAL AND REAL PROPERTY TAX RECAP

	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	3,778,612.00	250,000.00	600,000.00	-
COUNTY TREASURER'S COMMISSION 1% OF TAXES COLLECTED (Line B)	38,168.00	2,525.00	6,061.00	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B) (Line C)	3,816,780.00	252,525.00	606,061.00	-

CERTIFIED STATE AID MOTOR VEHICLE TAXES

\$	3,235,375.00	\$	370,000.00
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COUNTY TREASURER'S BALANCE, 9-1-2024

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2023-2024 ACTUAL/ESTIMATED								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	3,181,487.00	8,760,645.00	3,193,962.00	11,954,607.00	1,062,147.00	7,570,162.00	8,632,309.00	3,322,298.00
Depreciation	333,846.00	397,300.00		397,300.00			127,510.00	269,790.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	156,916.00	414,940.00		414,940.00			269,092.00	145,848.00
School Nutrition	60,236.00	507,687.00		507,687.00			481,803.00	25,884.00
Bond	315,861.00	326,599.00	211,594.00	538,193.00			234,440.00	303,753.00
Special Building	1,978,102.00	2,066,471.00	419,345.00	2,485,816.00			63,589.00	2,422,227.00
Qualified Capital Purpose Undertaking	-	-		-			-	-
Cooperative	-	-		-			-	-
Student Fee	32,142.00	61,142.00		61,142.00			40,000.00	21,142.00
TOTAL ALL FUNDS	6,058,590.00	12,534,784.00	3,824,901.00	16,359,685.00	1,062,147.00	7,570,162.00	9,848,743.00	6,510,942.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheet

MOTOR VEHICLE TAXES	
\$	377,227.00

2022-2023 ACTUAL								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	2,960,017.00	8,252,015.00	3,136,179.00	11,388,194.00	958,696.00	7,248,011.00	8,206,707.00	3,181,487.00
Depreciation	239,267.00	333,846.00		333,846.00			-	333,846.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	209,962.00	516,545.00		516,545.00			359,629.00	156,916.00
School Lunch	118,646.00	521,048.00		521,048.00			460,812.00	60,236.00
Bond	245,891.00	284,565.00	263,484.00	548,049.00			232,188.00	315,861.00
Special Building	1,780,688.00	1,928,808.00	550,442.00	2,479,250.00			501,148.00	1,978,102.00
Qualified Capital Purpose Undertaking	60,341.00	60,341.00	-	60,341.00			60,341.00	-
Cooperative	-	-		-			-	-
Student Fee	31,987.00	60,197.00		60,197.00			28,055.00	32,142.00
TOTAL ALL FUNDS	\$ 5,646,799.00	11,957,365.00	3,950,105.00	15,907,470.00	958,696.00	7,248,011.00	9,848,880.00	6,058,590.00

MOTOR VEHICLE TAXES
\$ 315,657.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheet

GENERAL FUND

DISBURSEMENTS & TRANSFERS

	Source Number	ADOPTED 9-2021 to 8-2022	ADOPTED 9-2022 to 8-2023	ADOPTED 9-2023 to 8-2024	ADOPTED 9-2024 to 8-2025
All Instruction Except Special Education Instructional Programs	1000's	3,796,484.00	4,104,321.00	4,149,569.00	4,245,470.00
Special Education Instructional Programs (Include Pre-School)	1200's	733,967.00	822,507.00	806,449.00	860,122.00
Support Services - Pupils (SPED Related)	2100's	135,738.00	156,268.00	186,929.00	247,288.00
Support Services - Pupil (Non-SPED Related)	2100's	548,908.00	562,268.00	717,622.00	703,704.00
Support Services - Instructional	2200's	502,794.00	512,444.00	528,424.00	569,675.00
Board of Education	2310	46,000.00	46,000.00	35,670.00	26,000.00
Executive Administration Services	2320	215,569.00	226,816.00	236,559.00	238,950.00
District Legal Services	2330				18,000.00
Office of the Principal	2410	537,672.00	580,723.00	623,593.00	639,700.00
General Administration - Business Services	2500	328,531.00	321,726.00	355,065.00	246,010.00
Maintenance and Operation of Building(s) & Site(s)	2600's	755,122.00	782,859.00	823,511.00	962,131.00
Vehicle Acquisition & Maintenance	2650	10,800.00	10,800.00	38,300.00	7,500.00
Regular Pupil Transportation	2710 / 2720 / 2730 / 2790	219,900.00	219,900.00	224,400.00	236,300.00
Special Education Pupil Transportation (Include Pre-School)	2712 / 2713 / 2722 / 2723	20,785.00	30,000.00	40,000.00	40,350.00
Community Services	3300				
Categorical Grant from Corporation	3400				
State Categorical Programs	3500's	88,532.00	35,000.00	80,000.00	
Debt Services	5000				
Federal Programs	6000's	243,769.00	250,000.00	265,000.00	263,928.00
Transfers to _____ Fund	8000	85,000.00	85,000.00		
Interfund Loan/Repayment to _____ Fund		1,699,400.00	1,938,414.00	1,937,772.00	1,924,756.00
Total Disbursements & Transfers (Including SPED)					
Total Special Education Disbursements	1200 + 2100 + 27X2	890,490.00	1,008,775.00	1,033,378.00	1,147,760.00
Total Non-Special Education Disbursements & Transfers		9,178,481.00	9,676,271.00	10,015,485.00	10,082,124.00
TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Including SPED)		10,068,971.00	10,685,046.00	11,048,863.00	11,229,884.00
NECESSARY CASH RESERVE		210,000.00	594,157.00	113,840.00	600,101.00
TOTAL REQUIREMENTS		10,278,971.00	11,279,203.00	11,162,703.00	11,829,985.00

Notice of Special Hearing To Set Final Tax Request

Malcolm Public Schools (55-0148) in Lancaster County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 16 day of, September 2024 at 7:15 o'clock P.M., at District Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2023-2024	2024-2025	Change
Property Valuations	531,922,053	551,364,490	4%

2023-2024 Budget Information

2024-2025 Budget Information

Fund	2023-2024 Operating Budget	2023-2024 Property Tax Request	2023 Tax Rate	Property Tax Rate (2023-2024 Request Divided By 2023 Valuation)	2024-2025 Operating Budget	2024-2025 Proposed Property Tax Request	Proposed 2024 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	11,048,863.00	3,742,091.00	0.703504	0.678696	11,229,884.00	3,816,780.00	0.692243	-2%	2%
Bond Fund(s) K - 12	499,252.00	282,828.00	0.053171	0.051296	553,753.00	252,525.00	0.042031	-21%	11%
Bond Fund(s) K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund(s) 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund _____			0.000000	0.000000			0.000000	#DIV/0!	0
Special Building Fund	2,511,640.00	537,295.00	0.101010	0.097448	3,022,227.00	606,061.00	0.109920	9%	20%
Qualified Capital Purpose Undertaking Fund K - 12			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Total	14,059,755.00	4,562,214.00	0.857685	0.827440	14,805,864.00	4,675,366.00	0.844194	-2%	5%

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

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

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

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

1. The 2024-2025 property tax request be set at:

General Fund:	\$	3,816,780.00
Bond Fund:	\$	252,525.00
Special Building Fund:	\$	606,061.00
Qualified Capital Purpose	\$	-
Undertaking Fund:		

2. The total assessed value of property differs from last year's total assessed value by 3.66 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.82744 per \$100 of assessed value.

4. Malcolm Public Schools proposes to adopt a property tax request that will cause its tax rate to be 0.844194 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Malcolm Public Schools will increase (or decrease) last year's budget by 5.31 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

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

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2024

2024-2025 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Non-Bond Property Tax Request (1) \$ 4,279,386.00
*(Total Personal and Real Property Tax Required for All Other Purposes from **prior year** budget - Cover Page)*

Base Limitation Percentage Increase (2%) _____ 2.00 % (2)

Real Growth Percentage Increase

$$\frac{6,966,017.00}{2024 \text{ Real Growth Value per Assessor}} \div \frac{507,935,549.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \frac{1.37}{\%} \text{ (3)}$$

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) _____ 3.37 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ _____ 144,215.31

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) \$ _____ 4,423,601.31
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2024-2025 ACTUAL Non-Bond Property Tax Request (7) \$ _____ 4,422,841.00
(Total Personal and Real Property Tax Required for All Other Purposes from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide the required information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 9/13/2024 3:43:25 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Aug24NLAInt	NDSLAF Bond Fund	Interest	08/30/2024	\$1,396.63	07-1-01510-000-000-0000
Aug24LanBond	Lancaster County Treasurer	Local Collections	08/15/2024	\$72,677.45	07-1-01100-000-000-0000
Aug24SewBond	Seward County Treasurer	Local Collections	08/06/2024	\$271.29	07-1-01100-000-000-0000
				\$74,345.37	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 9/13/2024 1:01:53 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Aug24DeprCkInt	Union Bank Interest	Checking interest	08/31/2024	\$15.90	02-1-01510-000-000-0000
Aug24DeprSTFIT	Union Bank Interest	STFIT Interest	08/31/2024	\$864.25	02-1-01510-000-000-0000
23-24GFTransfer	Malcolm General Fund Transfer	General Fund Transfer	08/29/2024	\$50,000.00	02-1-05200-000-000-0000
				\$50,880.15	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 9/12/2024 2:45:49 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Aug24STFITInt	Union Bank Interest	STFIT Interest	08/31/2024	\$12,447.14	01-1-01510-000-000-0000
Aug24EFunds	Patrons/Students	OptBus/Chromebk/PS Van	08/31/2024	\$2,104.00	Multiple
Aug24Lanc	Lancaster County Treasurer	Local Collections	08/15/2024	\$949,237.30	01-1-01100-000-000-0000
22-093	Malcolm Mateys, LLC	Before/After School Care	08/15/2024	\$866.83	01-1-01910-000-000-0000
22-094	Malcolm Lunch Fund	Lunch PR Taxes	08/15/2024	\$1,077.36	01-1-09000-000-000-0000
22-095	MYSA - Organization	Ball Field Fertilizer	08/15/2024	\$111.60	01-1-05690-000-000-0000
22-096	Patrons/Students	Option Bus Transportation	08/15/2024	\$450.00	01-1-01410-000-000-0000
Aug24SewGF	Seward County Treasurer	Local Collections	08/06/2024	\$4,458.42	01-1-01100-000-000-0000
				\$970,752.65	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 9/13/2024 3:19:40 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Aug24EFunds	Patrons/Students	Student Lunches	08/31/2024	\$25,927.50	06-1-01611-000-000-0000
Act-LunchTransfers	Patrons/Students	Student Lunches	08/30/2024	\$250.00	06-1-01611-000-000-0000
Aug24Int	Union Bank Interest	STFIT Interest	08/30/2024	\$48.92	06-1-01510-000-000-0000
24-165	Patrons/Students	Student Lunches	08/29/2024	\$2,980.00	06-1-01611-000-000-0000
24-164	Patrons/Students	Student Lunches	08/22/2024	\$4,005.00	06-1-01611-000-000-0000
24-163	Patrons/Students	Student Lunches	08/16/2024	\$8,037.27	06-1-01611-000-000-0000
				\$41,248.69	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 9/13/2024 4:16:10 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Aug24SBFInt	NDSLAF Special Bldg	Interest	08/31/2024	\$10,465.63	08-1-01510-000-000-0000
Aug24IancSBF	Lancaster County Treasurer	Local Collections	08/15/2024	\$132,195.69	08-1-01100-000-000-0000
Aug24SewSBF	Seward County Treasurer	Local Collections	08/06/2024	\$558.30	08-1-01100-000-000-0000
				\$143,219.62	

**Financial Summary
8/31/2024**

School Accounts	General	Lunch	Activity	Bus Deprec	Student Fees
Previous Bal 8/01/2024	\$3,030,789.96	\$7,974.20	\$157,310.12	\$219,790.27	\$43,496.57
Receipts - August 2024	\$970,760.43	\$41,248.69	\$74,850.87	\$50,880.15	\$17,710.00
Disbursements- Aug 2024	\$861,872.61	\$13,089.98	\$42,244.64	\$0.00	\$58,933.21
Cash in Cking 8/31/2024	\$61,839.04	\$6,165.00	-\$3,548.90	\$10,573.75	\$2,273.36
Invested: August 2024	\$3,077,838.74	\$29,967.91	\$193,465.25	\$260,096.67	

Lanc. Co. Treasurer:	General	Bond	Spc Bldg
Previous Bal 8/01/2024	\$949,237.30	\$72,677.45	\$132,195.69
Receipts - August 2024	\$202,404.26	\$12,213.49	\$24,798.69
Disbursements Aug 2024	\$950,927.10	\$72,796.98	\$132,438.31
Cash on Hand 8/31/2024	\$200,714.46	\$12,093.96	\$24,556.07

NSDLAF (Investment)	Spc Bldg	Bond Fund
Previous Bal 8/1/2024	\$2,388,839.46	\$289,897.83
Receipts August 2024	\$143,219.62	\$74,345.37
Disbursements Aug 2024	\$9,760.67	\$0.00
Cash on Hand 8/31/2024	\$2,522,298.41	\$364,243.20

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

Minutes – Board of Education - Unofficial Until Board Approval
August 19, 2024

The Board of Education, School District #148, Lancaster County, Nebraska held a Property Tax Authority Hearing on Monday, August 19, 2024 at 7:00PM at the District Board Room, 10004 NW 112th St., Malcolm, NE for the purpose of hearing testimony of support, opposition, criticism, suggestions, or observations of taxpayers relating to the Property Tax Authority for the 2024-2025 Budget. The hearing was advertised, in advance in the minutes of the July 15, 2024 Board Meeting published in the August 2024 edition of the “*The Clipper*” and on the website published on SparqData. Board members present were: William England, Tera Heidtbrink, Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Mr. Terwilliger recommended that the Board not take action to increase the Property Tax Authority, when the action item appeared on the agenda. Chairman Nutter, not hearing or seeing any other individuals wanting to provide testimony declared the hearing closed at 7:02PM.

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, August 19, 2024 at 7:03PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. The notice of the meeting was published in the minutes of the July 15, 2024 meeting of the Board, in the August 2024 issue of “*The Clipper*” and the *Seward Independent* of August 14, 2024. Board members present were: William England, Tera Heidtbrink, Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Administrators present were Ryan Terwilliger, Amber Dolliver, Simon Wiedel. Chairman Nutter called the meeting to order at 7:03PM and noted that the Open Meetings Act is posted on the north wall of the meeting room. The Board recited the Pledge of Allegiance.

Swotek moved, seconded by Heidtbrink, to approve the Consent Agenda, noting a change in the minutes of July 15, 2024 to reflect Nutter abstained from the approval of the LinPepco contract. Ms. Lostron reviewed the bills, receipts and financial report and answered questions. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England, Heidtbrink. NAYS – None. Motion passed.

Financial Summary					
7/31/2024					
School Accounts	General	Lunch	Activity	Bus Deprec	Student Fees
Previous Bal 7/01/2024	\$3,649,381.09	\$7,507.74	\$155,683.27	\$218,822.35	\$40,566.57
Receipts - July 2024	\$118,371.75	\$11,030.50	\$3,823.83	\$967.92	\$2,930.00
Disbursements- July 2024	\$736,962.88	\$10,564.04	\$2,196.98	\$0.00	\$0.00
Cash in Cking 7/31/2024	\$186,398.36	\$5,055.21	-\$1,560.14	\$10,557.85	\$43,496.57
Invested: July 2024	\$2,844,391.60	\$2,918.99	\$158,870.26	\$209,232.42	
Lanc. Co. Treasurer:	General	Bond		Spc Bldg	
Previous Bal 7/01/2024	\$93,073.45		\$4,798.99		\$9,565.33
Receipts - July 2024	\$958,303.35		\$73,395.24		\$133,497.40
Disbursements July 2024	\$102,139.50		\$5,516.78		\$10,867.04
Cash on Hand 7/31/2024	\$949,237.30		\$72,677.45		\$132,195.69
NSDLAF (Investment)	Spc Bldg	Bond Fund			
Previous Bal 7/01/2024	\$2,369,041.47		\$283,822.63		
Receipts July 2024	\$19,797.99		\$6,075.20		
Disbursements July 2024	\$0.00		\$0.00		
Cash on Hand 7/31/2024	\$2,388,839.46		\$289,897.83		

Communications From The Public –

Anna Grace Christensen updated the Board on the Student Council Activities – StuCo funded Jessica Sandell’s registration for the Launch Leadership Conference at Doane College; Anna went to New Mexico for the National Student Council Vision Conference with the Nebraska Delegation. StuCo members welcomed the students back at the front doors on the first day of school; Last weekend they helped hand out trophies and tickets at the Malcolm Car Show.

Unfinished Business – Swotek moved, seconded by Heidtbrink, to adopt Policy 5013 – Preschool Enrollment as presented. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Heidtbrink, Mitchell. NAYS – None. Motion passed.

New Business –

The Board took no action on accessing additional property tax authority – Agenda Item 7.1. No motion was offered by the Board.

Spellman moved, seconded by England, to amend Policy 5205 – Graduation, as presented. Voting by roll call: AYES – Spellman, Swotek, England, Heidtbrink, Mitchell, Nutter, NAYS – None. Motion passed.

Spellman moved, seconded by Mitchell, to deem old high jump pits excess property. Voting by roll call: AYES – Swotek, England, Heidtbrink, Mitchell, Nutter, Spellman. NAYS – None. Motion passed.

Swotek moved, seconded by Spellman, to deem old health textbooks excess property. Voting by roll call: AYES – England, Heidtbrink, Mitchell, Nutter, Spellman, Swotek. NAYS – None. Motion passed.

Mitchell moved, seconded by Heidtbrink, to set a Budget Work Session for Monday, August 26, 2024 at 6:00PM. The Work Session will be held at the District Board Room, 10004 NW 112th St., Malcolm, NE. Voting by roll call: AYES – Heidtbrink, Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

Swotek moved, seconded by Spellman, to set the Budget Hearing on Monday, September 16, 2024 at 7:00PM, followed by the Tax Request Hearing on Monday, September 16, 2024. The hearing will be held at the District Board Room, 10004 NW 112th St., Malcolm, NE. The Lancaster County Joint Public Agency Meeting will be held on September 19, 2024 at 6:30PM, if needed, at the Lancaster County-City Building, 555 S. 10th St., Room 112, Lincoln, NE. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England, Heidtbrink. NAYS – None – motion passed.

Chairman Nutter directed Ms. Lostroh to note First Reading was held on the Job Descriptions for Directors – Activity Director/Asst. Principal; Student Services Director; Technology Director.

Mitchell moved, seconded by England, to amend Policy 2210 Appendix – Principal Job Description, as discussed. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Heidtbrink, Mitchell. NAYS – None. Motion passed.

Swotek moved, seconded by Heidtbrink, to table Item 7.9 – Amend Policy 2110 Appendix – Superintendent Job Description. Mr. Terwilliger reviewed the item. Discussion ensued. Voting by roll call: AYES – Spellman, Swotek, England, Heidtbrink, Mitchell, Nutter. NAYS – none. Motion passed.

Chairman Nutter directed Ms. Lostroh to note First Reading of the Evaluations for Principals and Directors – Activity Director/Asst. Principal; Technology Director; Student Services Director. Board discussion was held.

Heidtbrink moved, seconded by Mitchell, to approve the Strategic Plan Strategies as presented and instructed the Superintendent to proceed to develop tactics to address prioritized strategies. Mr. Terwilliger discussed the proposal and answered questions. Voting by roll call: Swotek, England, Heidtbrink, Mitchell, Nutter, Spellman, NAYS – None. Motion passed.

Administrative Reports –

Mr. Simon Wiedel – JR/SR High School Principal

- See attached report - [Mr. Wiedel JH/SH August 2024](#)

Mrs. Amber Dolliver – Westfall Elementary Principal

- See attached report - [Mrs. Dolliver WF August 2024](#)

Superintendent Ryan Terwilliger

- Reviewed Legislative issues and discussed ramifications to schools.
- Presented the Board with information on joining the Social Media Class Action Lawsuit.
- Directed Ms. Lostroh to register Board Members attending the NASB Area Membership Meeting.

With no further business before the Board, Mitchell moved, seconded by Spellman, to adjourn. Chairman Nutter declared the meeting adjourned by acclamation at 8:52PM.

Respectfully submitted,

Julia Lostroh
Recording Secretary

The Board of Education will meet in a Budget Work Session on Monday, August 26, 2024 at 6:00PM in the District Board Room, 10004 NW 112th St., Malcolm, NE. The Board of Education will hold a Budget Hearing on Monday, September 16, 2024 at 7:00PM, immediately followed by the Tax Request Hearing on Monday, September 16, 2024. The hearing will be held at the District Board Room, 10004 NW 112th St., Malcolm, NE. The Lancaster County Joint Public Agency Meeting will be held on September 19, 2024 at 6:30PM, if needed, at the Lancaster County-City Building, 555 S. 10th St., Room 112, Lincoln, NE for the purpose of hearing testimony in support, opposition, criticism, suggestions, or observations of taxpayers relating to the Budget and Tax Request for the 2024-2025 Budget. The next regular meeting of the Board of Education will be held on Monday, September 16, 2024 at 7:00PM (after the Budget and Tax Request Hearings) in the District Board Room, 10004 NW 112th St., Malcolm, NE. An agenda is available as it develops at: [SparqsData Malcolm](#)

Minutes—Board Work Session
August 7, 2024

The Board of Education, School District 148, Lancaster County, Nebraska met in open public session on Wednesday, August 7, 2024 at 6:00 p.m. at the District Board Room, 10004 NW 112th St., Malcolm, NE for a work session. Chairman Nutter noted the Open Meetings Act is on the north wall of the Board Room. Those answering roll call were: Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Said meeting was advertised in advance in the minutes of the July 15, 2024 Board Meeting published in the August 2024 edition of *“The Clipper”*. The meeting notice was on the website, in the minutes of the July 15, 2024 Board Meeting published on SparqData. The Pledge of Allegiance was recited.

Item 3. Communication From The Public: No members of the public were there to speak.

Item 4. Discuss and Consider the 2024-2025 Malcolm Public Schools Annual Budget:

Mr. Terwilliger asked Mr. Swotek to offer an update on the Nebraska State Legislature’s Special Session. Mr. Swotek briefed the Board on the latest news from the Legislature and his testimony on behalf of the Nebraska Association of School Boards. After the update, conversation ensued.

After the Special Session conversation, Mr. Terwilliger shared some historical budget data running from 2017-2018 to present day. Contained in this data collection was:

- State Aid: revenue, percent change
- General Fund: tax revenue, levy, and percent change
- Special Building Fund: tax revenue, levy, and percent change
- Total Revenue and Total Levy

In addition, Mr. Terwilliger provided fund-accounting information for the 2023-2024 school year along with remaining budget numbers and speculated disbursements for the remainder of the fiscal year.

Mr. Terwilliger then lead a discussion and answered questions from the Board about the 2023-2024 Budget and the 2024-2025 Budget.

Mitchell moved, seconded by Spellman, to adjourn. Chairman Nutter declared the meeting adjourned by acclamation at 6:50 p.m.

Respectfully submitted,

Ryan Terwilliger
Superintendent

GENERAL FUND EXPENDITURES		
September 16, 2024		
Payroll	\$613,739.71	Payroll Expenses/Benefits
Amazon	\$2,889.44	Classroom/Tech/Art/FFA/Ofc/Storage IT/Maint Supplies
Babb, Jay	\$2,095.00	Head HS SB Contracted Coach
Baker, Brett	\$916.57	Asst. Drama Contracted Coach
Beach, Michael	\$142.00	Reimbursement for NAFME/NE Music Membership
Benischek, Nicole	\$916.57	Asst. Drama Contracted Coach
Cengage Learning	\$514.50	Accounting Workbooks/Software
Concentra	\$300.00	DOT Bus Physicals
DAS State ACCTG	\$292.87	July Internet Service
Dolliver, Amber	\$308.71	Reimbursement for Supplies/Mileage
Duncan Enterprises, Inc.	\$245.00	Sprinkler Heads
Eakes	\$1,379.31	EGold Fax/Contract Copy Charge/Maintenance Repairs
Electrical Engineering & Equipment Co.	\$582.00	LED Bulbs
ESU #4	\$14,910.20	Annual DVLG Dues
ESU #6	\$359.77	ASD Workshop /Tech Hosted Services
ESU-CC	\$356.00	Movie Site License
First Concord	\$65.00	Flex 125 Adm Fees
Follett	\$640.65	Library Books - WF/HS
Generation Genius	\$125.00	5th Grade Subscription
Glaser Ceramics	\$99.60	Art Supplies - Glazes
Glunz, Brenda	\$1,164.00	Educational Evaluation - SPED Review
GO Physical Therapy - was Central Rehab	\$1,523.84	SPED Vision Resource Services
Heffelfinger, Ami	\$2,232.60	Mental Health Contracted Services
Helmink Printing	\$330.00	HS Passes
Hill, Katie	\$360.00	EIS Stipend For Summer ESU 6 Classes
HomeTown Leasing	\$1,417.01	Copier/Printer Leases
Interstate All Battery Center	\$221.45	Batteries
Kidwell	\$125.00	Trouble Shoot East Portable Restroom Lights
Lakeshore	\$75.99	WF SPED Supplies
Lancaster County Sheriff	\$197.15	Security Services
Learning A-Z	\$264.00	Peltz/Lemkau Raz Kids Licenses
Liminex	\$9,355.40	Go-Guardian Annual Renewal
Luebbe, Colbey	\$360.00	EIS Stipend For Summer ESU 6 Classes
MagicWrighter	\$34.95	EFunds/Wordware Administrative Fees
Matheson	\$54.92	Welding/IT Classroom Supplies Cylinder Rentals
Maytum, Isaac	\$916.57	Asst. Drama Contracted Coach
Meehl, Jan	\$222.60	SPED PT Services
Menards	\$633.55	Maintenance/ IT Class Supplies
MCS	\$1,406.24	Trash Can Liners
Moore, Wayne	\$360.00	EIS Stipend For Summer ESU 6 Classes
NASB	\$89.00	2024 Area Membership Meeting - York
NCSA	\$150.00	NASES Fall SPED Conference Registration
Nebraska Landscape Solutions	\$1,064.00	Fertilizer
Nebraska Printing Center	\$364.44	Letterhead
Nebraska Safety Center	\$770.00	School Bus Endorsement
NIFCO	\$620.00	Annual Fire Sprinkler Inspection/Backflow Certification
Norris Public Power	\$11,379.49	August 2024 Electricity
One Source	\$153.00	Background Checks
Perry Law Firm	\$957.50	Legal Fees
Rezny, Kelsey	\$977.67	Asst. HS VB Contracted Coach
Ron's Rolloffs, Inc.	\$264.60	30 Yd Box/Dump Fee
Evaline Robotham	\$77.98	Mileage Reimbursement

Sapp Bros, Inc.	\$1,208.65	Bulk Kerosene/Def
Scholastic	\$59.76	2nd Grade Classroom Subscription
SCI	\$3.64	Legal Meetings Notice
School Specialty	\$77.02	WF Art Supplies
Sherwin Williams	\$140.79	Paint
Staples	\$224.47	Co-op Order Supplies
Strauss, Randall	\$64.00	Annual Bus License Renewal
Summit Fire Protection	\$1,439.40	Fire Extinguisher Inspection/Supplies
Super Saver	\$78.86	SPED Groceries
Swotek, John	\$1,257.00	Asst. CC Contracted Coach
Sykes Construction	\$13,785.00	Curbs/Gutters
Thompson, Ian	\$1,257.00	Asst. HS SB Contracted Coach
Truck Center Companies - Omaha Truck	\$945.08	Bus #10 Coolant Leak
TSA/Omni	\$83.33	403b TPA
Ty's Outdoor Power	125.61	Grasshopper Parts
Unite Private Network	-\$536.89	Distance Learning Cable - CREDIT
Verizon	\$187.93	Cellphone Service
Village of Malcolm	\$9,324.31	Water/Sewer Service
VISA	\$3,853.29	CPR Certs/FFA Supplies/IXL Registration/SPED Subscriptions
Welsh, Cindy	\$102.67	Reimbursement for Supplies
Wex	\$1,679.92	School Vehicle Fuel
Windstream	\$819.45	Phone Service
Out of Cycle		
US Post Office	\$460.42	Clipper/Brd Minute Postage
Kidwell	\$1,973.00	Telephone System Annual Contract - from December
Paragon	\$404.25	Sanitation Services
MCS Supply	\$1,535.10	Nitrile Gloves/Supplies
Malcolm Depreciation Fund	\$50,000.00	General Fund Transfer
JAMF	\$2,610.00	Tech Support iPads
	\$772,163.91	Total
School Lunch Fund		
Payroll	\$18,832.05	Payroll Expenses
Amazon	\$20.90	Sanitizer Test Tape
Bernard	\$1,957.04	Food Products
Broughton, Danni	\$82.11	Reimburse Kitchen Supplies
CashWa	\$14,369.31	Food/Custodial Supplies
DFA Kemps	\$2,830.98	Milk Products
Innovative OfficeSolutions	\$3,481.08	Co-op Supplies
MCS Supply	\$1,535.10	Nitrile Gloves/Supplies
Pepsi-Cola of Lincoln	\$116.25	Breakfast Water
Robinette Farms, LLC	\$257.20	Farm to School Grant Produce
Super Saver	\$137.10	Groceries
Sysco Lincoln	\$1,704.79	Food/Custodial Supplies
	\$45,323.91	Total
Special Building Fund		
Athey Painting	\$6,838.00	Paint HS Entrance Overhang
Midwest Floor Covering, Inc.	\$7,195.00	Flooring Installation
NL Driveway Maintenance	\$2,500.00	Crackseal Parking Lot/Stadium Areas
RDM Landscape	\$30,565.49	Repair Stadium Bleachers Erosion/Mulch
Sykes Construction	\$13,785.00	Curbs/Gutters

	\$60,883.49	



Malcolm Public School 2024-2025

Assistant Principal/Activities Director

Administrator:	
Supervisor/Evaluator:	

Principal/Administrator Evaluation and Instructional Model
S = Satisfactory (Meets District Standards)
U = Unsatisfactory (Does Not Meet District Standards)

Standard #1: Personal and Professional Responsibilities	
	Serve as an educational leader of the school district's activities and non-activities programs.
	Administer the development and maintenance of a positive Activities Program designed to meet the needs of students and to carry out the policies of the Board of Education.
	Provide a leadership structure to ensure rules and instructions to school employees and students are in compliance with Board policy and NSAA rules.
	Be aware of, communicate and enforce activity code discipline rules and expectations
	Ensure that the mission and goals of the school district are adequately reflected in the school's Activities Program and operations
	Develop and maintain a positive and professional working relationship with the Activities Program employees and volunteers
	Serve as a positive member of the community in a way that does not negatively affect the District's reputation or image in the community
	Refrain from engaging in conduct that interferes with the operations of the District, including the education of students.
	Develop and maintain a positive and professional working relationship with other staff and administration
	Adhere to all District policies, rules, regulations, and supervisory directives
	Maintain confidentiality of information concerning staff, students, and parents in accordance with law and District rules.
	Adhere to the code of ethics of the District and the Nebraska Department of Education

Considerations for Personal and Professional Responsibilities

- Documentation of duties for non-activities related operations
- Develop and Maintain an Activities Department Handbook
 - Contains the handbooks for each individual activity
 - Contains pertinent policies and excerpts from the District handbooks
 - Contains operational procedures for emergencies and weather-related emergencies
 - Contains a communication plan between stakeholders
- Reports NSAA related news to the Executive team
- Documents complaints, conflict mediation and conflict resolution
- Maintains a professional growth plan

Evaluator's Comments:

Administrator's Comments:

Standard #2: Technical and Logistical Operations

	Schedule and coordinate use of school facilities for practices, games and special events associated with the Activities Program.
	Coordinate all reasonable and necessary provisions for the opposing team and game officials prior to an event.
	Assist District Administrators with coordinating and directing extracurricular activities and programs, such as after-school events and athletic contests
	Ensures that staff members are provided with job-embedded professional development that is directly related to their professional growth.

Considerations for Technical and Logistical Operations

- Organizational document for school facility usage
- Organizational document for game-day logistics
 - Opposing Team(s) Plan (i.e. locker rooms, training room, special instructions, etc.)
 - Officials' Plan (i.e. dressing room, payment, amenities, etc.)
- Monthly report from the Boosters meeting
- Documentation of coaches/sponsors meetings (individual or group)

Evaluator's Comments:

Administrator's Comments:

Standard #3: Department Administration

	Recommend to the Superintendent, any personnel changes that are in the best interests of the District.
	Effectively supports and retains coaches and sponsors who continually enhance their skills through reflection and professional growth.
	Verify each student-athlete's academic and physical eligibility, in accordance with NSAA rules and Board policies and directives
	Coordinate and serve as a professional liaison between the District and the media; and the District and the community
	Confer with parents and staff to discuss educational activities, policies, and student behavioral or learning problems
	Counsel and provide guidance to students regarding personal, academic, vocational, or behavioral issues
	Enforce discipline and attendance rules
	Develop strategies to promote parental involvement in their children's education and provide opportunities for parent-teacher interaction
	Work with your supervising administrator to development and maintain a budget complete with an equipment/materials inventory and a replacement schedule for said equipment/materials

Considerations for Department Administration

- Produce necessary documentation regarding personnel issues
- Work with the Superintendent to develop/amend and maintain a coach/sponsor evaluation tool
- Maintain necessary documentation on student eligibility—confer with the school health official and athletic trainers regarding physical ailments
- Produce necessary documentation for the principals or Superintendent for situations that move up the chain-of-command.
- Anticipated budget, inventory and replacement schedule

Evaluator's Comments:**Administrator's Comments:**

Standard #4: Executive Team Member

	Assist District Administrators with the development and maintenance of a positive educational program designed to meet the needs of all students and to carry out the policies of the Board of Education.
	Assist District Administrators with providing a leadership structure to ensure rules and instructions for school employees and students are in compliance with Board policy
	Assist District Administrators with setting or recommending educational standards and goals, including the minimum goal of maintaining accreditation, and recommend and implement policies and procedures to carry them out
	Collaborate with the executive team and staff to develop and maintain curriculum standards, develop mission statements, and to set performance goals and objectives
	Establish, coordinate, and oversee particular programs as directed by the District Administrators
	Represent the Activities Program as its Chief Administrator at all Executive Team meetings.

Considerations for Department Administration

- Be prepared to present an Activities Department report at Executive Team Meetings
- Offer perspective to the Executive Team
- Appropriately advocate for the programs that you represent
- Continually seek new and/or improved operational processes and procedures.

Evaluator's Comments:

Administrator's Comments:

STANDARD	Meets District Standards	Does Not Meet District Standards
Standard #1: Personal and Professional Responsibilities		
Standard #2: Technical and Logistical Operations		
Standard #3: Administrative Responsibilities		
Standard #4: Executive Team Member		

Meets District Standards	
	Yes
	No (if selected, please complete the Plan for Improvement or Plan for Assistance forms)

Additional Evaluator's Comments (strengths and/or areas of improvement)

Written Response to Evaluation Report by Principal/Administrator:

My signature verifies that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation form.

Principal/Administrator's Signature:

Date:

Evaluator's Signature:

Date:



Malcolm Public School 2024-2025 Principal/Administrator Evaluation Form

Administrator:	
Supervisor/Evaluator:	

Principal/Administrator Evaluation and Instructional Model
S = Satisfactory (Meets District Standards)
U = Unsatisfactory (Does Not Meet District Standards)

Standard #1: Data-Driven Student Achievement	
	Ensures clear and measurable goals are established and focused on critical needs regarding improving overall student achievement at the school level.
	Ensures clear and measurable goals are established and focused on critical needs regarding improving achievement of individual students within the school.
	Ensures that data are analyzed, interpreted, and used to regularly monitor progress toward school achievement goals.
	Ensures that data are analyzed, interpreted, and used to regularly monitor progress toward achievement goals for individual students.
	Ensures that appropriate school-level and classroom-level programs and practices are in place to help all students meet individual achievement goals when data indicate interventions are needed.

- | Considerations for Data-Driven on Student Achievement |
|---|
| <ul style="list-style-type: none">• School-wide achievement goals are posted and discussed (class, subject, etc.).• Individual student achievement goals are established and a plan for progress is developed (formative and summative assessments).• Parent teacher conferences are focused on individual student goals.• Reports, graphs, and charts are available for overall school and student achievement.• Data briefings/meetings are conducted with staff.• Staff can explain how data are used to track growth in student achievement.• Staff regularly analyze school and student growth.• Administrator teams regularly analyze individual student performance.• Supplemental programs are in place to enhance academic achievement.• MTSS, RTI, SAT are in place.• Enrichment programs are in place. |

Administrator's Comments:

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Evaluator's Comments:

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Standard #2: Continuous Improvement of Instruction

	Provides a clear vision as to how instruction should be addressed in the school.
	Effectively supports and retains teachers who continually enhance their pedagogical skills through reflection and professional growth plans.
	Is aware of predominant instructional practices throughout the school.
	Ensures that teachers are provided with clear, ongoing evaluations of their pedagogical strengths and weaknesses that are based on multiple sources of data and are consistent with student achievement data.
	Ensures that teachers are provided with job-embedded professional development that is directly related to their instructional growth goals.

Considerations for Continuous Improvement of Instruction

- A school-wide instruction model is in place and is being consistently employed.
- The school-wide language of instruction is used regularly by staff (staff meetings, PLC, etc.).
- Instructional model professional development opportunities are provided.
- Professional development is available for curriculum and instruction.
- New initiatives are researched, vetted and prioritized.
- Staff have a working understanding of the instructional model which promotes learning.
- Staff have written growth goals and routinely track their progress.
- Evaluation results, growth plans, and interventions are complete and accessible to staff.
- Hold regularly scheduled staff meetings.
- A system is in place to effectively evaluate teachers and provide mentorship.
- Demonstrates competency in hiring and retaining effective teachers.
- Formal and informal observations are being executed.
- Implements, understands, and promotes instructional practices in the school.

Administrator's Comments:**Evaluator's Comments:**

Standard #3: Curriculum--Research, Selection, Adoption, Alignment and Implementation

	When applicable, researches, pilots, selects, and adopts physical curriculum that properly aligns to state and local standards and assessments
	Ensures that staff is implementing the adopted curriculum with precision and fidelity
	Curriculum teams ensure the curriculum, and the requisite time needed to teach the curriculum, is optimal for student learning
	Works with staff to ensures that all students learn the critical content of the curriculum.
	Students are working on a college and career ready path
	Parents have access to student academic progress
	Students are working at their performance level

Considerations for Curriculum--Research, Selection, Adoption, Alignment and Implementation

- Lead Curriculum Teams
 - Regularly conduct analysis on standards, and assessments.
 - Align the curriculum to standards and assessments (pacing guides, curriculum maps, etc.).
 - Identify, define and list the essential learning elements of the curriculum.
 - Discuss the validity of standards, curriculum, and assessment documents—affirm or recommend changes
- Data are available to show that students are on a college and career ready path.
- Develop and employ a plan to monitor the precision and fidelity of curriculum instruction.
- Establish a process that guarantees parents have access to their child’s academic progress.
- Ensure all students have access to on-level learning experiences regardless of level or rigor.

Administrator’s Comments:

Evaluator’s Comments:

Standard #4: Cooperation and Collaboration

	Ensures that teachers have opportunities to observe and discuss effective teaching.
	Ensures that teachers have formal roles in the decision-making process.
	Ensures that teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.
	Ensures that a formal process is in place for teachers/staff to provide input on operational issues of the school, department or program
	Ensures that students, parents, and community have a way to provide input regarding any operational issues of the school, department or program

Considerations for Cooperation and Collaboration (check all that apply)

- Teachers have opportunities to engage in instructional rounds.
- Teachers have regular times to meet and discuss effective instructional practices.
- Teachers will be notified about specific types of decisions in which they may offer direct input.
- Data-gatherings are in place to collect information from staff.
- Designated teachers are selected for participation in committees, or to offer personal input on specific topics.
- Teacher leaders are enabled to proactively initiate, plan, implement, and monitor initiatives.
- Stakeholder input will be valued and considered.
- Professional learning communities (PLCs) are in place and meet regularly.
- The MTSS team and school improvement team provide input to the administrator.
- The administrator demonstrates ongoing mentoring of teachers and teacher leaders.
- Processes are in place to share specific and/or general school information
- Appropriate social networking is utilized to involve students, staff, parents, and community.
- Stakeholder focus groups are convened when appropriate and necessary.
- School planning is representative of stakeholder input.

Administrator's Comments:

Evaluator's Comments:

Standard #5: School Culture and Climate

The school administrator is recognized and respected as an educational leader.

Implements and accounts for an instructional model which provides common instructional language and effective teaching practices.

Has earned the trust of the faculty/staff that his/her actions are guided by what is best for all student populations.

The faculty/staff trust that decisions are made with the students' best interests in mind

Ensures that the school environment is safe, secure and orderly.

Ensures that the school environment is safe and secure for students, parents, and community.

Acknowledges the success of the whole school, as well as all individuals within the school.

Mentors emerging staff in an attempt to build capacity and improve performance.

The administrator observes staff formally and informally and provides specific, actionable, and timely feedback to improve instructional practices.

Considerations for School Culture and Climate

- A growth plan is in place and will be amended or renewed each year
- Action plans are consistent with the leader's growth plan.
- Evidence of leadership initiatives are observable.
- Has demonstrated the ability to be a problem solver.
- Is focused on student growth and achievement.
- Effectively communicates with students, parents, staff, and community members.
- Clear and specific rules and procedures are in place for the running of the school.
- Faculty/staff are provided the opportunities to communicate and be heard.
- Faculty/staff have been trained emergency management procedures.
- Visible and accessible.
- The accomplishments of staff, teachers, and the whole school are appropriately celebrated.
- The accomplishments of students are appropriately celebrated.

Administrator's Comments:**Evaluator's Comments:**

Standard #6: Operations and Management

In collaboration with the educational community, the administrator establishes, implements, and communicates the school's policies, protocols, and daily operations to promote the vision, mission, and governing values/beliefs of the school.

Creates, implements, employs and sustains a system of conflict resolution among stakeholders of the educational community.

Promotes family and community engagement.

Informs and complies with local, state, and federal regulations, policies, and laws.

Engages in responsible, ethical, and accountable budgeting and accounting practices.

Manages and monitors the school's sites, facilities, services, and equipment to maintain a safe, clean, and healthy learning environment.

Considerations for Operations and Management (check all that apply)

- Materials and resources for specific classes and courses meet the state or district specification.
- Detailed budgets are developed, submitted, and implemented.
- Data are available to show that resources and expenditures produce results (curriculum, programming, etc.).
- Manages time effectively to maximize focus on instruction.
- Appropriately directs the use of technology to improve teaching and learning.
- Staff have adequate materials to teach effectively.
- Staff have adequate time to teach effectively.

Administrator's Comments:**Evaluator's Comments:**

STANDARD	Meets District Standards	Does Not Meet District Standards
Standard #1: Data-Driven Student Achievement		
Standard #2: Continuous Improvement of Instruction		
Standard #3: Curriculum--Research, Selection, Adoption, Alignment and Implementation		
Standard #4: Cooperation and Collaboration		
Standard #5: School Culture and Climate		
Standard #6: Operations and Management		

Meets District Standards	
	Yes
	No (if selected, please complete the Plan for Improvement or Plan for Assistance forms)

Additional Evaluator's Comments (strengths and/or areas of improvement)

Written Response to Evaluation Report by Principal/Administrator:

My signature verifies that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation form.

Principal/Administrator's Signature:	
Date:	
Evaluator's Signature:	
Date:	



Malcolm Public School 2024-2025 Director of Technology Evaluation Form

Administrator:	
Supervisor/Evaluator:	

Principal/Administrator Evaluation and Instructional Model
S = Satisfactory (Meets District Standards)
U = Unsatisfactory (Does Not Meet District Standards)

Standard #1: Management of Technology Systems	
	Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations.
	Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary.
	Plan, coordinate, and implement network security measures to protect data, software, and hardware.
	Perform data backups and disaster recovery operations.
	Configure, monitor, and maintain system protection measures.
	Monitor the performance of computer systems and networks, and to coordinate computer network access and use
	Configure and test computer hardware, networking software and operating system software
	Monitor network performance and make adjustments as necessary.

Considerations for Management of Technology Systems
<ul style="list-style-type: none">• Technology briefings, updates and/or modifications are shared with staff.• Shares systems information with the executive team monthly, or as needed.• Supplemental programs are constantly being researched to enhance academic achievement.• Maintains a positive working relationship with ESU6 and the DVLG consortium

Administrator's Comments:

Evaluator's Comments:

Standard #2: Continuous System Improvement

	Provides a clear vision as to the current and future application of technology in the district.
	Effectively supports classroom and office operations as they pertain to the use of technology.
	Is aware of current instructional practices that rely on, or can be enhanced with, the implementation of technology.
	Research, filter and recommend the implementation of new technologies that can help improve instruction or district operations
	Research, select and participate in appropriate professional development exercises.

Considerations for Continuous Improvement of Instruction

- Technology is employed to assist and support school-wide instruction model efforts.
- Professional development opportunities within technology are provided.
- New initiatives are researched, vetted and prioritized.
- Staff have a working understanding of our technology offerings.
- The Director of Technology has written growth goals and routinely tracks their progress.
- Participates, as needed, in regularly scheduled staff meetings.
- Formal and informal observations (of tech staff) are being executed.

Administrator's Comments:

Evaluator's Comments:

Standard #3: Fiscal Responsibility

	Submit a annual budget to the Superintendent of anticipated technology system needs and enhancements
	Maintain an inventory of technology in the school district, including an inventory of parts for emergency repairs
	Device replacement schedule/plan
	Engages in responsible, ethical, and accountable budgeting and accounting practices.

Considerations for Fiscal Responsibilities

- Annual Budget
- Technology device and system inventory
- Device replacement schedule
- Anticipated maintenance and upgrade costs

Administrator's Comments:

Evaluator's Comments:

Standard #4: Cooperation and Collaboration

Ensures that teachers have opportunities to discuss the effective use of technology in their classrooms.

Ensures that staff members understand and utilize a defined process for technology support.

Ensures a process is in place for individuals or groups to address common issues regarding technology (ie. asking questions, sharing ideas, or making requests).

Oversees staff professional development in the area of technology

Support instructional needs and enhance technology integration in the classroom; assist in the evaluation and selection of instructional software.

Considerations for Cooperation and Collaboration (check all that apply)

- Teachers meet and discuss effective instructional practices and the impact of technology on those practices.
- Teachers will be notified about specific types of technology decisions in which they may offer direct input.
- Technology is an integral part of data-gatherings for the staff.
- Teacher leaders are enabled to proactively initiate, plan, implement, and monitor initiatives.
- The administrator demonstrates ongoing mentoring of teachers and teacher leaders.
- Processes are in place to share specific and/or general technology information
- Appropriate social networking support is utilized to involve students, staff, parents, and community.

Administrator's Comments:**Evaluator's Comments:**

Standard #5: School Culture and Climate

	The director of technology is recognized and respected as an educational leader.
	Integrates technology in support of the approved instructional model.
	The faculty/staff trust that decisions are made with the students' best interests in mind
	Help ensure that the school environment is safe, secure and orderly.
	Ensures that the school environment is safe and secure for students, parents, and community.
	Acknowledges the success of the whole school, as well as all individuals within the school.
	Mentors emerging staff in an attempt to build capacity and improve performance.
	The administrator observes staff formally and informally and provides specific, actionable, and timely feedback to improve instructional practices.

Considerations for School Culture and Climate

- A growth plan is in place and will be amended or renewed each year
- Action plans are consistent with the leader's growth plan.
- Evidence of leadership initiatives are observable.
- Has demonstrated the ability to be a problem solver.
- Effectively communicates with students, parents, staff, and community members.
- Clear and specific rules and procedures are in place.
- Faculty/staff are provided the opportunities to communicate and be heard.
- Faculty/staff have been trained emergency management procedures.
- Visible and accessible.

Administrator's Comments:

Evaluator's Comments:

Standard #6: Operations and Management

In collaboration with the educational community, the administrator establishes, implements, and communicates the school's policies, protocols, and daily operations to promote the vision, mission, and governing values/beliefs of the school.

Creates, implements, employs and sustains a system of conflict resolution among stakeholders of the educational community.

Promotes family and community engagement.

Informs and complies with local, state, and federal regulations, policies, and laws.

Manages and monitors the school's sites, facilities, services, and equipment to maintain a safe, clean, and healthy learning environment.

Considerations for Operations and Management (check all that apply)

- Materials and resources for specific classes and courses meet the state or district specification.
- Data are available to show that resources and expenditures produce results.
- Manages time effectively to maximize system performance.
- Appropriately directs the use of technology to improve teaching and learning.
- Staff have adequate technology resources to teach effectively.

Administrator's Comments:**Evaluator's Comments:**

STANDARD	Meets District Standards	Does Not Meet District Standards
Standard #1: Management of Technology Systems		
Standard #2: Continuous System Improvement		
Standard #3: Fiscal Responsibility		
Standard #4: Cooperation and Collaboration		
Standard #5: School Culture and Climate		
Standard #6: Operations and Management		

Meets District Standards	
	Yes
	No (if selected, please complete the Plan for Improvement or Plan for Assistance forms)

Additional Evaluator's Comments (strengths and/or areas of improvement)

Written Response to Evaluation Report by Principal/Administrator:

My signature verifies that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation form.

Principal/Administrator's Signature:	
Date:	
Evaluator's Signature:	
Date:	

**Malcolm Public Schools
Superintendent of Schools
Duties and Job Description**

It is the policy of Malcolm Public Schools to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its educational programs, admission policies, employment policies or other administered programs. Persons requiring accommodations to apply and/or be considered for positions are asked to make their request to the Superintendent.

- A. **Job Title:** Superintendent of Schools
- B. **Department:** Administration
- C. **Education Level and Certification:** Master’s degree or higher required. Must possess a Nebraska Administrative and Supervisory Certificate at all times during employment with such endorsements as required by NDE Rule 10.
- D. **Reports To:** Board of Education
- E. **Duties and Performance Responsibilities**

The Superintendent is the chief executive officer of the school district and serves in both a leadership and management role. The Superintendent shall perform such duties as are assigned by the Board and be subject to the directions given by the Board. The responsibilities of the Superintendent extend to all activities of the school district. The Superintendent may delegate performance of management duties, but such delegation does not relieve the Superintendent from ultimate responsibility or accountability.

1. Educational Leadership

- a. Develop and maintain a positive educational program designed to meet the needs of all students, and to carry out the policies of the Board of Education
- b. Serves as the educational leader of Malcolm Public Schools.
- c. Sets or recommends educational standards and goals, including the minimum goal of maintaining accreditation, and recommends and implements policies and procedures to carry them out.
- d. Issues such handbooks, manuals or booklets as the Superintendent may deem necessary for the effective administration of the schools. These manuals shall be distributed to the employees, students, parents and others directly concerned. Insofar as the provisions of such handbooks, manuals or booklets are not in violation of the policies and regulations or the officially adopted practices and procedures of the Board or the statutes of the State, these shall be binding.
- e. Evaluates curricula, teaching methods, and programs to determine their effectiveness, efficiency and utilization, and to ensure that school activities

comply with federal and state laws and regulations and Board policy or directives, and implement changes as appropriate.

- f. Collects and analyzes survey data, regulatory information, and data on demographic and employment trends to forecast enrollment patterns and curriculum change needs.
- g. Determines the scope of educational program offerings and the staffing and facility required to provide the educational program.
- h. Plans and develops instructional methods and content for educational programs.
- i. Reviews and approves new programs, or recommend modifications to existing programs, submitting program proposals for Board approval as necessary.
- j. Recommend personnel actions related to programs and services.
- k. Teach classes or courses to students, when necessary, in the absence of teachers.
- l. Ensure completion of student assessments in accordance with Board policy and state and federal laws and regulations. Initiate program changes in light of such assessments.
- m. Develops the annual school calendar, and presents it for Board of Education Approval.

2. Superintendent/Board Relations

- a. Attends and participates at all board meetings, and required committee meetings, unless excused at his request.
(Exception: those executive sessions in which the Superintendent's reelection is under discussion.)
- b. Board Meetings:
 - i. Gives public notice of Board meetings in compliance with Board policies and the open meetings law.
 - ii. Prepares the agenda, consent agenda, special reports and any accompanying materials for all Board of Education meetings.
 - iii. Posts the meeting materials for Board review:
 - Friday preceding a Monday meeting, for regular monthly meetings.
 - Two days in advance of any work sessions or special meetings.
- c. Prepares and submits to the Board, recommendations relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.
- d. Informs the Board of current curricular and educational trends and practices, as well as proposed legislation impacting the school district or any significant developments in these areas.
- e. Informs the Board on aspects of the total school program.
- f. Stays current on educational trends and laws by attending local, district, state, and national meetings/conferences, with prior Board of Education approval. (The expenses incurred by attending these meetings will be paid by the school district).

- g. Provides long term planning to guide the Board in policy development.
 - h. Presents recommendations for the adoption or revision of Board policies.
 - i. Posts or disseminates Board policies to members of the Board, personnel, students, and the public, and ensures that all policies of the Board are implemented and enforced.
 - j. Informs the Board of Education concerning decisions that are made which are not covered in Board of Education policies.
 - k. Makes a continuous study of the development and needs of the schools, and prepares reports (as appropriate) to the Board of Education on the condition and development of the schools.
 - l. Ensure that the mission and goals of the school district are adequately reflected in its educational program and operations.
 - m. With Board of Education approval, advertises, interviews and offers contracts to teachers.
3. Student, Family and Community Relations
- a. Confers with parents and staff to discuss educational activities, policies, and student behavioral or learning problems.
 - b. Forms advisory committees or councils, including members who are not employees of the Board of Education, to advise the Superintendent in formulating policies and plans for carrying on the work of the schools—such committees shall be advisory only and without expense to the School District.
 - c. Organizes and directs committees of specialists, volunteers, and staff to provide technical and advisory assistance for programs.
 - d. Develops strategies to promote parental involvement in their children’s education and provide opportunities for parent-teacher interaction.
 - e. Develops and maintains a professional rapport with community members, stakeholders, students and parents.
 - f. Stresses the importance of public relations that will provide for good school-community relations.
 - g. Provides the community with adequate information about the activities of the school.
 - h. Prepares an annual report in accordance with law, and makes it available to the school community.
 - i. Confers periodically with professional and lay groups, and informs the Board on suggestions gained from such conferences.
4. Finance and Resource Management
- a. Is in charge of all financial matters of the district.

- b. Develops and maintains relationships with business support entities, including banking, insurance, and non-organizational accounting personnel to facilitate financial activities.
- c. Directs the annual audit of school district funds: General Fund, Depreciation Fund, Activity Fund, School Lunch Fund, Special Building Fund, Qualified Capital Purpose Undertaking Fund, Employee Benefit Fund, Bond Fund, Cooperative Fund, Student Fee Fund, all Federal Programs, and the Special Education Program.
- d. Prepares the annual budget for the ensuing year with the assistance of the staff and the Board of Education.
- e. Administer the Board-approved budget within the limits set forth.
- f. Lets bids in terms of price, quality of product and service rendered when needed. On large items in which the Board requests bids, or items for which action by the Board of Education is required, the Board of Education shall determine the bid to be accepted, rejected or relet.
- g. Directs the order of all supplies, textbooks, library material, AV materials, equipment furniture, etc., when covered by the budget, or by specific order of the Board of Education.
- h. Consults with district administrators and appropriate staff, when selecting new textbooks or textbook series.
- i. Keeps an up-to-date inventory of textbooks, library books, moveable equipment, AV equipment, athletic equipment, music equipment, uniforms, typewriters, computers, etc.
- j. Is responsible for the over-all upkeep and maintenance of the school facilities, grounds and equipment, and sees to their maintenance and safety.
- k. Is responsible for all long-range and short-term planning concerning school facilities.
- l. Oversees the scheduling of buses and drivers for all activity trips.

5. Personnel

- a. Hires, replaces, and supervises all non-certified employees and recommends their salaries.
- b. Assigns or transfers all school personnel to their particular school, jobs, and responsibilities as seems best for the school system.
- c. Delegates duties or work to subordinate officers or employees as required for the effective administration of the school system, except in such matters as when the statutes or resolutions of the Board of Education prohibit the delegation of such

authority--work completed upon delegation of the Superintendent shall be deemed as having been done by the Superintendent of Schools.

- d. All reports or recommendations to the Board from any officer or employee under the direction of the Superintendent shall be made to the office of the Superintendent, unless otherwise directed by the Board of Education.
- e. Develops, maintains and operates a constructive program of staff development for all employees of the school system, and for this service the Superintendent shall have power under budget control to employ lecturers, grant temporary leaves from work, and develop professional library facilities as required.

6. Compliance

- a. Review and interpret government codes, and develop programs to ensure adherence to codes and facility safety, security, and maintenance.
- b. Completes, or oversees the completion of, all forms required by the State Department of Education, and sees that they are sent in before the due date.
- c. Administers the school in conformity with the adopted policies of the Board of Education, rules and regulations of the State Department of Education in accordance with state law, and all other laws and regulations.
- d. Shall have a census taken each year of all people under the age of twenty-one whose parents or guardians live within the boundaries of Lancaster County School District # 55-0148.
- e. Adheres to the "Code of Ethics" set forth by the Nebraska Department of Education, the American Association of School Administrators, and Board policy.
- f. Ensures implementation of all Board-approved curriculum and inclusion of state-mandated programs and curriculum content standards.

F. FLSA Status: Exempt.

- 1. Professional exemption: The employee has a primary duty of performing work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study or has a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and is employed and engaged in this activity as a teacher.
- 2. Executive exemption: The primary duty of the employee is the management of a department or subdivision. The employee customarily and regularly directs the work of two or more other employees and has authority to hire or fire other employees or the employee's recommendations as to hiring, firing, promotion or other change of status of other employees are given particular weight.
- 3. Administrative exemption: The employee has the primary duty of performing office or non-manual work directly related to the management of general business operations of the school district. The employee customarily and regularly exercises discretion and independent judgment or has a primary duty of performing administrative functions directly related to academic instruction or training in the school district or a department or subdivision.

- G. Essential Functions:** The essential functions of the Superintendent position include: (1) regular, dependable in-person attendance on the job; (2) the ability to perform the identified tasks and to possess and utilize the identified knowledge, skills, and abilities and to perform the identified work activities; and, (3) the ability to perform the following identified physical requirements (4) maintains high standards of ethics, honesty and integrity in all personal and professional matters:

Physical Requirements Superintendent		Item is not a requirement of the job NE	Occasional – up to 33% of time NE	Occasional/Essential – up to 33% of time, absolutely essential to the job E	Frequent – between 34% - 66% E	Continuous – over 66% of time E
E = Essential						
NE = Non-Essential						
Stamina						
1.	Sitting				X	
2.	Walking				X	
3.	Standing		X			
4.	Sprinting/Running	X				
Flexibility						
5.	Bending or twisting at the neck more than the average person		X			
6.	Bending or twisting at the trunk more than the average person		X			
7.	Squatting/Stooping/Kneeling		X			
8.	Reaching above the head		X			
9.	Reaching forward		X			
10.	Repeating the same hand, arm or finger motion many times (For example: typing, data entry, etc.)		X			
Activities						
11.	Climbing (on ladders, into large trucks/vehicles, etc.)	X				
12.	Hand/grip strength	X				
13.	Driving on the job			X		
14.	Typing non-stop		X			
Use of Arms and Hands						
15.	Manual dexterity (using a wrench or screwing a lid on a jar)		X			
16.	Finger dexterity (typing or putting a nut on a bolt)		X			
Lifting Requirements						
17.	Lifting up to 10 pounds (Mark all that apply)					
	Floor to waist		X			
	Waist to shoulder		X			
	Shoulder to overhead		X			
18.	Lifting 11 to 25 pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
19.	Lifting 26 to 50 pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
20.	Lifting 51 to 75 pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
21.	Lifting 76 plus pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
22.	Can load/items weighing over 50 pounds that are lifted or carried be shared, or reduced into smaller loads?	X				
Pushing/Pulling						
23.	25 to 50 pounds	X				
24.	51 to 75 pounds	X				
25.	76 to 90 pounds	X				
26.	Over 90 pounds	X				
Carrying						
27.	10 to 25 pounds		X			
28.	26 to 50 pounds	X				
29.	51 to 75 pounds	X				
30.	76 to 90 pounds	X				
31.	Over 90 pounds	X				

GENERAL FUND

DISBURSEMENTS & TRANSFERS

	Source Number	ADOPTED 9-2021 to 8-2022	ADOPTED 9-2022 to 8-2023	ADOPTED 9-2023 to 8-2024	ADOPTED 9-2024 to 8-2025
All Instruction Except Special Education Instructional Programs	1000's	3,796,484.00	4,104,321.00	4,149,569.00	4,245,470.00
Special Education Instructional Programs (Include Pre-School)	1200's	733,967.00	822,507.00	806,449.00	860,122.00
Support Services - Pupils (SPED Related)	2100's	135,738.00	156,268.00	186,929.00	247,288.00
Support Services - Pupil (Non-SPED Related)	2100's	548,908.00	562,268.00	717,622.00	703,704.00
Support Services - Instructional	2200's	502,794.00	512,444.00	528,424.00	569,675.00
Board of Education	2310	46,000.00	46,000.00	35,670.00	26,000.00
Executive Administration Services	2320	215,569.00	226,816.00	236,559.00	238,950.00
District Legal Services	2330				18,000.00
Office of the Principal	2410	537,672.00	580,723.00	623,593.00	639,700.00
General Administration - Business Services	2500	328,531.00	321,726.00	355,065.00	246,010.00
Maintenance and Operation of Building(s) & Site(s)	2600's	755,122.00	782,859.00	823,511.00	962,131.00
Vehicle Acquisition & Maintenance	2650	10,800.00	10,800.00	38,300.00	7,500.00
Regular Pupil Transportation	2710 / 2720 / 2730 / 2790	219,900.00	219,900.00	224,400.00	236,300.00
Special Education Pupil Transportation (Include Pre-School)	2712 / 2713 / 2722 / 2723	20,785.00	30,000.00	40,000.00	40,350.00
Community Services	3300				
Categorical Grant from Corporation	3400				
State Categorical Programs	3500's	88,532.00	35,000.00	80,000.00	
Debt Services	5000				
Federal Programs	6000's	243,769.00	250,000.00	265,000.00	263,928.00
Transfers to _____ Fund	8000	85,000.00	85,000.00		
Interfund Loan/Repayment to _____ Fund		1,699,400.00	1,938,414.00	1,937,772.00	1,924,756.00
Total Disbursements & Transfers (Including SPED)					
Total Special Education Disbursements	1200 + 2100 + 27X2	890,490.00	1,008,775.00	1,033,378.00	1,147,760.00
Total Non-Special Education Disbursements & Transfers		9,178,481.00	9,676,271.00	10,015,485.00	10,082,124.00
TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Including SPED)		10,068,971.00	10,685,046.00	11,048,863.00	11,229,884.00
NECESSARY CASH RESERVE		210,000.00	594,157.00	113,840.00	600,101.00
TOTAL REQUIREMENTS		10,278,971.00	11,279,203.00	11,162,703.00	11,829,985.00

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District # 55-0148
Malcolm Public Schools

2024-2025 BUDGET ADOPTED

	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	3,322,298.00	8,051,373.00	3,778,612.00	11,829,985.00	1,147,760.00	10,082,124.00	11,229,884.00	600,101.00	11,829,985.00
Depreciation	269,790.00	269,790.00		269,790.00			269,790.00		269,790.00
Employee Benefit	-	-		-			-	-	-
Contingency	-	-		-			-	-	-
Activities	145,848.00	385,848.00		385,848.00			385,848.00	-	385,848.00
School Nutrition	25,884.00	575,000.00		575,000.00			575,000.00	-	575,000.00
Bond	303,753.00	303,753.00	250,000.00	553,753.00			553,753.00	-	553,753.00
Special Building	2,422,227.00	2,422,227.00	600,000.00	3,022,227.00			3,022,227.00		3,022,227.00
Qualified Capital Purpose Undertaking	-	-		-			-	-	-
Cooperative	-	-		-			-	-	-
Student Fee	21,142.00	46,142.00		46,142.00			46,142.00	-	46,142.00
TOTAL ALL FUNDS	6,510,942.00	12,054,133.00	4,628,612.00	16,682,745.00	1,147,760.00	10,082,124.00	16,082,644.00	600,101.00	16,682,745.00

PERSONAL AND REAL PROPERTY TAX RECAP

	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	3,778,612.00	250,000.00	600,000.00	-
COUNTY TREASURER'S COMMISSION 1% OF TAXES COLLECTED (Line B)	38,168.00	2,525.00	6,061.00	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B) (Line C)	3,816,780.00	252,525.00	606,061.00	-

CERTIFIED STATE AID MOTOR VEHICLE TAXES

\$	3,235,375.00	\$	370,000.00
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COUNTY TREASURER'S BALANCE, 9-1-2024

	-	-	-
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2023-2024 ACTUAL/ESTIMATED								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	3,181,487.00	8,760,645.00	3,193,962.00	11,954,607.00	1,062,147.00	7,570,162.00	8,632,309.00	3,322,298.00
Depreciation	333,846.00	397,300.00		397,300.00			127,510.00	269,790.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	156,916.00	414,940.00		414,940.00			269,092.00	145,848.00
School Nutrition	60,236.00	507,687.00		507,687.00			481,803.00	25,884.00
Bond	315,861.00	326,599.00	211,594.00	538,193.00			234,440.00	303,753.00
Special Building	1,978,102.00	2,066,471.00	419,345.00	2,485,816.00			63,589.00	2,422,227.00
Qualified Capital Purpose Undertaking	-	-	-	-			-	-
Cooperative	-	-		-			-	-
Student Fee	32,142.00	61,142.00		61,142.00			40,000.00	21,142.00
				-				-
TOTAL ALL FUNDS	6,058,590.00	12,534,784.00	3,824,901.00	16,359,685.00	1,062,147.00	7,570,162.00	9,848,743.00	6,510,942.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheet

MOTOR VEHICLE TAXES	
\$	377,227.00

2022-2023 ACTUAL								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	2,960,017.00	8,252,015.00	3,136,179.00	11,388,194.00	958,696.00	7,248,011.00	8,206,707.00	3,181,487.00
Depreciation	239,267.00	333,846.00		333,846.00			-	333,846.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	209,962.00	516,545.00		516,545.00			359,629.00	156,916.00
School Lunch	118,646.00	521,048.00		521,048.00			460,812.00	60,236.00
Bond	245,891.00	284,565.00	263,484.00	548,049.00			232,188.00	315,861.00
Special Building	1,780,688.00	1,928,808.00	550,442.00	2,479,250.00			501,148.00	1,978,102.00
Qualified Capital Purpose Undertaking	60,341.00	60,341.00	-	60,341.00			60,341.00	-
Cooperative	-	-		-			-	-
Student Fee	31,987.00	60,197.00		60,197.00			28,055.00	32,142.00
TOTAL ALL FUNDS	\$ 5,646,799.00	11,957,365.00	3,950,105.00	15,907,470.00	958,696.00	7,248,011.00	9,848,880.00	6,058,590.00

MOTOR VEHICLE TAXES
\$ 315,657.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheet

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Malcolm Public Schools (55-0148) in Lancaster County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16 day of September, 2024 at 7:00 o'clock, P.M., at District Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2022-2023 (1)	2023-2024 (2)	2024-2025 (3)			
General	\$ 8,206,707.00	\$ 8,632,309.00	\$ 11,229,884.00	\$ 600,101.00	\$ 8,051,373.00	\$ 3,816,780.00
Depreciation	\$ -	\$ 127,510.00	\$ 269,790.00		\$ 269,790.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 359,629.00	\$ 269,092.00	\$ 385,848.00	\$ -	\$ 385,848.00	
School Nutrition	\$ 460,812.00	\$ 481,803.00	\$ 575,000.00	\$ -	\$ 575,000.00	
Bond	\$ 232,188.00	\$ 234,440.00	\$ 553,753.00	\$ -	\$ 303,753.00	\$ 252,525.00
Special Building	\$ 501,148.00	\$ 63,589.00	\$ 3,022,227.00		\$ 2,422,227.00	\$ 606,061.00
Qualified Capital Purpose Undertaking	\$ 60,341.00	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 28,055.00	\$ 40,000.00	\$ 46,142.00	\$ -	\$ 46,142.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 9,848,880.00	\$ 9,848,743.00	\$ 16,082,644.00	\$ 600,101.00	\$ 12,054,133.00	\$ 4,675,366.00

	Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax	\$ 252,525.00	\$ 4,422,841.00	\$ 4,675,366.00

Notice of Special Hearing To Set Final Tax Request

Malcolm Public Schools (55-0148) in Lancaster County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 16 day of, September 2024 at 7:15 o'clock P.M., at District Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2023-2024	2024-2025	Change
Property Valuations	531,922,053	551,364,490	4%

2023-2024 Budget Information

2024-2025 Budget Information

Fund	2023-2024 Operating Budget	2023-2024 Property Tax Request	2023 Tax Rate	Property Tax Rate (2023-2024 Request Divided By 2023 Valuation)	2024-2025 Operating Budget	2024-2025 Proposed Property Tax Request	Proposed 2024 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	11,048,863.00	3,742,091.00	0.703504	0.678696	11,229,884.00	3,816,780.00	0.692243	-2%	2%
Bond Fund(s) K - 12	499,252.00	282,828.00	0.053171	0.051296	553,753.00	252,525.00	0.042031	-21%	11%
Bond Fund(s) K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund(s) 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund _____			0.000000	0.000000			0.000000	#DIV/0!	0
Special Building Fund	2,511,640.00	537,295.00	0.101010	0.097448	3,022,227.00	606,061.00	0.109920	9%	20%
Qualified Capital Purpose Undertaking Fund K - 12			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Total	14,059,755.00	4,562,214.00	0.857685	0.827440	14,805,864.00	4,675,366.00	0.844194	-2%	5%

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

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

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

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

1. The 2024-2025 property tax request be set at:

General Fund:	\$	3,816,780.00
Bond Fund:	\$	252,525.00
Special Building Fund:	\$	606,061.00
Qualified Capital Purpose	\$	-
Undertaking Fund:		

2. The total assessed value of property differs from last year's total assessed value by 3.66 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.82744 per \$100 of assessed value.

4. Malcolm Public Schools proposes to adopt a property tax request that will cause its tax rate to be 0.844194 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Malcolm Public Schools will increase (or decrease) last year's budget by 5.31 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

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

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2024

2024-2025 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Non-Bond Property Tax Request (1) \$ 4,279,386.00
*(Total Personal and Real Property Tax Required for All Other Purposes from **prior year** budget - Cover Page)*

Base Limitation Percentage Increase (2%) _____ 2.00 % (2)

Real Growth Percentage Increase

$$\frac{6,966,017.00}{2024 \text{ Real Growth Value per Assessor}} \div \frac{507,935,549.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \frac{1.37}{\text{}} \% (3)$$

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) _____ 3.37 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ _____ 144,215.31

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) \$ _____ 4,423,601.31
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2024-2025 ACTUAL Non-Bond Property Tax Request (7) \$ _____ 4,422,841.00
(Total Personal and Real Property Tax Required for All Other Purposes from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide the required information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend Malcolm Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Malcolm Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

Provisions for Waiver of Application Deadline

(Limited Deadline Waiver):

The application deadline will **not** be waived by the School Board for applications to option into the Malcolm Public School District, except in the following circumstances:

1. Staff Children: The application deadline will be waived where the application is for a student who is the child of a staff member at Malcolm Public Schools. as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. "Staff Children" for this purpose means any child (natural, adoptive, step or foster) who resides in the same household on a permanent basis with a staff member.
2. Siblings: The application deadline will be waived where the application is for a student who is the sibling of a student attending Malcolm Public Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending Malcolm Public Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
4. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district.
5. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.
6. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School

District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

7. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those children of staff members (3) third, to those with a sibling in attendance at Malcolm Public Schools, with priority within this group being given to those who had earliest filed applications, and (4) fourth to those without an option student sibling in attendance at Malcolm Public Schools, with priority within this group to those who had earliest filed applications .

- On September 1st (or, if September 1st falls on a weekend or holiday, the first non-holiday or weekday) Malcolm Public Schools will only be accepting applications that are hand delivered to the business office.
- Starting at 12:00AM on September 5th, Malcolm Public Schools will be accepting electronic and other hand delivered applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix "1" to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

Provisions for Release:

Release unless Expulsion is Pending:

A request for release of a resident student of the Malcolm Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Malcolm Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Malcolm Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The Malcolm Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge

the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student’s Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Malcolm Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Date of Adoption	7/23/12
Date Amended	7/18/2016
Date Reviewed/Affirmed	4/15/2024

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix “1” to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix “1” to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix “1” to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____.
The following members voted against the same: _____.
The following members were absent or not voting: _____. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED: this 16th day of September, 2024.

MALCOLM PUBLIC SCHOOLS

Attest: _____
Secretary

By: _____
President

Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	42	28	14
First	42	45	0
Second	42	34	8
Third	42	48	0
Fourth	48	48	0
Fifth	50	49	1
Building Capacity, Elementary	266	252	14
Sixth	52	52	0
Seventh	52	46	6
Eighth	52	50	2
Building Capacity, Middle School Attendance Center	156	148	8
Ninth	52	50	2
Tenth	52	46	6
Eleventh	52	52	0
Twelfth	52	53	0
Building Capacity, Sr. High School Attendance Center	208	201	7

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

Community Relations

Form For Filing Complaints

Lancaster County School District 55-0148
Malcolm Public Schools
10004 NW 112th Street
Malcolm, Nebraska 68402

Date:

Person Making Complaint:

Address:

Phone:

(1) Name of child or person who you believe to have been unlawfully harassed:

_____.

(2) Statement of facts detailing date and manner in which child or person was harassed:

_____.

(3) Names of witnesses to the harassment:

_____.

(4) Relief requested (what I want done in response to this request):

_____.

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate, I am familiar with the School District's Title IX and anti-discrimination grievance and complaint procedures, and I give permission for an investigation to be made into this complaint.

Received by: _____ Signature: _____
Date: _____

Date of Adoption: July 23, 2012

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

Amber Dolliver
10000 NW 112th
Malcolm, Ne. 68402
402-796-2151
amber.dolliver@mps148.org

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 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.

Date of Adoption	6/22/22
Date Amended	
Date Reviewed/Affirmed	11/20/23

Legal Reference: Title IX

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MEMORANDUM

In light of continuing legal challenges to the proposed Title IX regulations, we have prepared this Memorandum and Policy Update to ensure schools are in compliance with the current state of the law.

Title IX: Background

Congress enacted Title IX in 1972. Over the past 52 years, Title IX has largely been discussed in the context of men's and women's athletics. However, Title IX is much broader than sports and prohibits discrimination against sex in "any education program or activity receiving Federal financial assistance . . ."¹ This prohibition on discrimination extends to public school districts that receive federal funds.

Title IX Regulations

At its inception, Congress broadly authorized federal agencies to develop rules and regulations to "effectuate the provisions" of Title IX.² Since then, the United States Department of Education has adopted and revised hundreds (if not thousands) of pages of regulations and guidance.

Unfortunately for school districts, the past few years have seen significant changes to the Title IX regulations. In particular, the recent trend has shown that new presidential administrations have taken widely different approaches than their predecessors. To this end, the Title IX regulations have been revised or interpreted very differently between the Obama Administration,³ Trump Administration,⁴ and now the Biden Administration.⁵ This ever-changing approach to the federal regulations could continue, depending on what happens at November's presidential election.

Although this Memorandum is not and should not be taken as taking any political position, the reality remains that the politics in Washington, D.C. have resulted in perpetual changes for schools to comply with their Title IX obligations.

¹ 20 U.S.C. § 1681(a).

² 20 U.S.C. § 1682.

³ See e.g., U.S. Department of Education's "Dear Colleague Letter," October 26, 2010.

⁴ See e.g., U.S. Department of Education's "Dear Colleague Letter," February 22, 2017.

⁵ See e.g., Executive Order, January 20, 2021.

The Latest Proposed Changes

On April 19, 2024, the US Department of Education announced new, proposed changes to the Title IX regulations. In fairness to the Department of Education, many of these new changes would benefit school districts in their investigation and handling of Title IX complaints. However, as with any new regulations, new rules usually mean new requirements. New requirements usually mean changes to policies and handbooks. And under the proposed Title IX regulations, the investigation process would look different (again) and every school staff member would need to be trained.⁶ These new regulations are set to become effective on August 1, 2024.

Since the April release, at least four federal courts have entered injunctions to prevent the new regulations from going into effect. The State of Nebraska has filed a similar lawsuit to block the regulations in our state, though the court has not ruled on that request as of the date of this Memorandum.⁷ Nonetheless, it seems likely that Nebraska's request will be granted, given the number of other judges who have already heard the same legal arguments and decided to prevent the regulations from moving forward.

Adding to this legal uncertainty, on June 28, 2024, the U.S. Supreme Court entered its decision in *Loper v. Raimondo*, ending the long-standing *Chevron* deference. The *Chevron* doctrine is based upon a prior Supreme Court decision that generally directed federal judges to defer to a federal agency in questions about statutory interpretation. The *Chevron* doctrine has been controversial since the case was decided decades ago, since legal scholars questioned why the federal judiciary could not render its own interpretation instead of deferring to the federal agencies. Nonetheless, *Chevron* has now been overturned. The full impact of the *Loper* decision is not yet apparent but, as a result, the U.S. Department of Education's perhaps strongest legal argument in support of its new regulations (deference under *Chevron*) is no longer available to them.

Recommended Steps Moving Forward

With that all that being said, as it stands today, the new federal regulations may or may not go into effect in Nebraska on August 1, 2024, which may or may not require schools to handle Title IX differently than they have in the past.

⁶ "U.S. Department of Education Releases Final Title IX Regulations, Providing Vital Protections Against Sex Discrimination;" April 19, 2024; available at: <https://www.ed.gov/news/press-releases/us-department-education-releases-final-title-ix-regulations-providing-vital-protections-against-sex-discrimination>

⁷ Attorney General Hilgers Joins Six-State Coalition in Title IX Suit; available at: <https://ago.nebraska.gov/news/attorney-general-hilgers-joins-six-state-coalition-title-ix-suit>

As noted above, the likelihood of the proposed Title IX regulations becoming effective on August 1 seems low, given the precedent of other judges who have already addressed the same issue in other states. Even if the regulations go into effect on August 1, there remains a likelihood that a court will enjoin them shortly thereafter. Even more, the end of *Chevron* deference could place the 2020 Title IX regulatory updates in legal jeopardy, though that type of challenge could take years and a new presidential administration could eventually change the regulations anyway.

In the end, the “back and forth” legal uncertainty continues to put schools in a bind that should not be as convoluted or challenging. Districts continue to have an obligation to comply with the Title IX statute as it was originally written: to prevent discrimination on the basis of sex. As a result, and to avoid needing the Board of Education to change (or rescind) Title IX policies and procedures moving forward, we recommend the following steps at your August Board Meeting:

1. Update Policy 1210 (Title IX) with the attached version to authorize the Superintendent to develop and distribute Title IX procedures; and
2. Rescind Policies 1220 and 1220z entirely.

Under this approach, the Board continues to have a Title IX Policy, but does not need to regularly update the Title IX formal grievance procedures based upon new administrative guidance or court decisions. Moving forward, the attached Procedures are sample procedures that the Superintendent can implement and follow. In our view, these Procedures comply with Title IX as the statute is drafted, maintain the essential and best elements of both the 2020 and 2024 regulations, and would be defensible in an OCR complaint or lawsuit. Once the Superintendent approves the Procedures, the Procedures should be posted somewhere on the school’s website. Any future updates to the Title IX interpretation or guidance could then be addressed via the Superintendent’s changes to these Procedures.

As for training, it remains “best practice” (as with any legal requirement) for your administration and Title IX Coordinator to be trained on your district’s obligations under Title IX. However, at this time, we do not believe it is necessary to train *all* staff by August 1, as contemplated by the proposed regulations. If the regulations are permitted to become effective on August 1, both a brief “on-demand” training (for all staff) and more robust “on-demand” Title IX Coordinator training will be available through the ESUCC. In-person trainings are also available through the NCSA. Finally, we are always available to help develop individualized training for your District.

Please let us know if you have any questions or concerns.

Community RelationsTitle IX - Discrimination

[Name] Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with Title IX to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby authorizes and directs the Superintendent of Schools, in conjunction with relevant personnel as determined by the Superintendent, to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints of sex discrimination in the District. Such grievance procedures shall be developed and be made publicly available, and such forms as needed shall be developed and made available to the public.
- 4) The grievance procedures adopted and implemented by the Superintendent shall be followed by all individuals with concerns about discriminatory practices in the District, including suspected sex discrimination.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Community Relations

Title IX - Discrimination

[Name] Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District’s efforts to comply with Title IX to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby authorizes and directs the Superintendent of Schools, in conjunction with relevant personnel as determined by the Superintendent, to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints of sex discrimination in the District. Such grievance procedures shall be developed and be made publicly available, and such forms as needed shall be developed and made available to the public.
- 4) The grievance procedures adopted and implemented by the Superintendent shall be followed by all individuals with concerns about discriminatory practices in the District, including suspected sex discrimination.

Legal Reference: Title IX

Date of Adoption	7/23/12
Date Amended	11/20/23; 9/16/2024
Date Reviewed/Affirmed	

Administrative Regulation 1210: Procedures for Complaints of Sex Discrimination

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent discrimination on the basis of sex. Employees, or students who believe they have been subjected to, or believe they have witnessed, discrimination on the basis of sex should contact the Title IX Coordinator.

The following individuals may file a complaint alleging sex-discrimination:

- a. A student or employee of Malcolm Public Schools who is alleged to have been subjected to conduct that could constitute discrimination on the basis of sex.
- b. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
- c. The District's Title IX Coordinator(s).

Anyone making a claim of discrimination must submit the complaint in writing to the Title IX Coordinator using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Amber Dolliver
10000 NW 112th
Malcolm, Ne. 68402
402-796-2151
amber.dolliver@mps148.org

Complaints of discrimination on the basis of sex shall be investigated and, if substantiated, corrective or disciplinary action 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 an employee or student for reporting discrimination.

The following will apply to all investigations of sex-discrimination, pursuant to this procedure:

- a. The District will treat complainants (the employee, student, or representative making the claim) and respondents (those accused of sex discrimination) equitably.
- b. The District will not permit any Title IX Coordinator, investigator, or decisionmaker to have a conflict of interest or bias for or against any complainant or respondent.
- c. The District will ensure that the Title IX Coordinator, investigator, and decisionmaker will not predetermine or presume that the respondent is responsible for the alleged sex-based discrimination until a determination is made at the conclusion of the investigation process.
- d. The District will take reasonable steps to protect the privacy of the parties and witnesses during the grievance process. These steps will not restrict the ability of the parties to obtain and present information, including speaking to witnesses, consulting with their family members, confidential resources, or advisors; or

- otherwise preparing for or participating in the grievance procedures.
- e. The District will not allow the parties to engage in retaliation.
- f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

B. Investigation Process

When the Title IX Coordinator receives or initiates a complaint of possible sex discrimination in the District, the Coordinator shall designate a District employee to initiate an investigation. The Title IX Coordinator may designate himself as the investigator. Within a reasonable time after receipt of a complaint under this procedure, the Title IX Coordinator shall provide the following to all known parties (A) a copy of this complaint procedure; (B) notice of the allegations of sex-based discrimination including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sex-based discrimination and (iii) the date and location of the alleged incident; (C) notice that retaliation is prohibited; (D) the identity and contact information for the investigator; and (E) notice that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence.

After the investigator has been designated to investigate a complaint, the investigator shall then promptly gather evidence sufficient to reach a determination regarding whether the complaint is substantiated or not. To reach a determination, the investigation should generally include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide pertinent information.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

The Investigator will aim to complete its investigation within a reasonable timeframe as determined by the Investigator.

At the end of the investigation, the investigator shall make findings and a determination of what occurred. The determination shall be based upon a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination occurred?).

During an investigation, the Title IX Coordinator or designee may place an employee on administrative leave during the pendency of the investigation. The Title IX Coordinator or designee may also remove a student from the educational program during the investigation.

Before the end of the investigation, the investigator shall provide a copy of the evidence to both the complainant and respondent and allow both sides to provide an opportunity to submit any additional evidence.

Throughout the investigation, either party may be entitled to supportive measures.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

C. Resolution of Complaints

Once the investigator has completed his or her investigation, the investigator shall prepare a report of their investigation and a determination of what occurred. The determination shall include an assessment of whether the investigator determines that the complaint is wholly substantiated, partially substantiated, or not substantiated. After the report has been finalized, the investigator shall submit the report to the Title IX Coordinator. If the Title IX Coordinator conducts the investigation, the Title IX Coordinator shall submit the evidence and report to a different administrator in the District.

The Title IX Coordinator (or other administrator) shall then review the report, along with all evidence gathered by the investigator, to determine whether the investigator followed the grievance procedures, considered the appropriate evidence, did not consider any inappropriate evidence, ensured all parties and witnesses were provided due process, and otherwise confirm that the investigation was handled properly. The Title IX Coordinator (or other administrator) shall also independently assess whether the investigator's conclusions were supported by the evidence and otherwise equitable. Based upon the Title IX Coordinator's review and independent conclusion, the Title IX Coordinator shall have the authority to initiate any appropriate remedial measures, which may include termination of employment, expulsion or suspension from school, or other disciplinary actions.

D. Appeal of Decision

A complainant or respondent who disagrees with the Title IX Coordinator's decision may appeal the decision to the Superintendent of Schools. Any appeal must be in writing and submitted to the Superintendent within five school days of the date of the decision. The Superintendent shall then promptly review the evidence and determine whether the Title IX Coordinator's decision was correct. The Superintendent has the authority to reverse or modify the Title IX Coordinator's decision and take any other steps necessary to ensure that the Title IX Coordinator's decision was correct. After the Superintendent has made a final determination, the Superintendent shall notify both the complainant and respondent in writing of the Superintendent's decision. No further appeal may be made beyond the Superintendent.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and findings, supportive measures, and disciplinary sanctions for a period of seven years.

Announcer (Varsity)

Football	\$20	Reg.Season Game	\$25	Playoff Game		
Softball	\$20	Reg.Season Game	\$80	Subdist. (20/game x 4 Games)	\$25	District Final
Volleyball	\$20	Reg.Season Game	\$60	Subdist. (20/game x 3 Games)	\$25	Subdist. Final & Dist. Final
Girls Basketball	\$20	Reg.Season Game	\$60	Subdist. (20/game x 3 Games)	\$25	Subdist. Final & Dist. Final
Boys Basketball	\$20	Reg.Season Game	\$60	Subdist. (20/game x 3 Games)	\$25	Subdist. Final & Dist. Final
Wrestling	\$20	Dual	\$60	Invite	\$80	Districts
Track	\$60	Invite	\$80	Dist.s		
Baseball	\$20	Game	\$50	Dist.s (2 Games)		

Football (Varsity)

Scoreboard/Clock	\$15	Game
Chains	\$15	Game

Baseball/Softball (Varsity)

Scoreboard/Clock	\$15	Game
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Volleyball (Varsity)

Lines (Certified)	\$20	Game
Lines (NC)	\$15	Game
Scoreboard/Clock	\$15	Game
Libero Tracker	\$15	Game
Book (Home and Away)	\$15	Game

Girls/Boys Basketball

Scoreboard/Clock	\$15	Game
Book (Home)	\$15	Game
Shot Clock	\$15	Game
Book (Away)	\$15	Game

Cross Country

School Staff: Camera and Computer		
Recorders	\$15	Meet

Girls/Boys Wrestling

School Staff: TrackWrestling		
Scoreboard/Clock	\$15	Meet

Track

Most of the help for track is covered by staff and pay is defined in the negotiated agreement. We will ask for volunteers to cover any other positions.

If they so choose, event help can choose to volunteer--free admission and drink

OPIOID AND SOCIAL MEDIA, LITIGATION

It is recommended that the Board of Education (“Board”) approve participation in pursuing claims for damages associated with opioid manufacturer and distributor litigation and social media companies litigation to include as appropriate the filing of and/or participation in such lawsuits and approving the Attorney-Client Fee Contracts with the Frantz Law Group, APLC (the “Agreement”), for both cases provided that the Frantz Law Group, APLC enters into a co-counsel agreement with the Perry Law Firm related to such claims.

Complete copies of the Agreements are available in the **Superintendent’s office**, and additional details about the Agreements or the connected litigation is available from legal counsel or district staff.

The Board by approving this agenda item is ratifying, confirming, consenting to and approving participation in litigation against opioid manufacturers and distributors and social media companies and all the provisions of the related attorney-client Agreement and any associated documents related thereto according to the terms and conditions as presented or such other or additional terms and provisions as hereinafter negotiated and approved by the Superintendent or a designee; and the Board is hereby delegating authority to and authorizing and directing the Superintendent or a designee to sign, execute and deliver the Agreement for and on behalf of MPS, is further hereby delegating authority to and authorizing and directing such above named MPS official or his designee to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the matter and to join in or file suits as contemplated thereby and determined appropriate, for and on behalf of this school district, and hereby delegates authority to and designates the Superintendent or another person from time to time to administer MPS involvement with regard to such lawsuits and resolution of same.

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Malcolm (Nebraska) Public Schools (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Ryan Terwilliger, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Jade Koller of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with opioid litigation, including the preparation and filing of the District’s individual action, ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of

contingent fees will come from a common fund or court ordered Attorney's fees.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests

to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or the California state court coordinated proceedings (JCCP's) and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit fees," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation. Court orders generally have no bearing on the contractual relationship between our firm and your district and will not in any way reduce the amount of fees owed under this Agreement. Absent a court order to the contrary, the payment of a common benefit fee will not reduce the Attorney fees to be paid by Client under this agreement.

6. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

7. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files

and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

8. **ARBITRATION OF DISPUTES:** ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") at the JAMS location closest to the Client or at another mutually acceptable location before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the JAMS location closest to the Client or at such other mutually acceptable location, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
9. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
10. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of

opinion only.

11. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
12. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.
13. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

Print Name:
Frantz Law Group, APLC

Dated: _____

District Representative

ATTORNEY-CLIENT FEE CONTRACT

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Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
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- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of

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B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests

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6. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

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10. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of

opinion only.

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12. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.
13. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

Print Name:
Frantz Law Group, APLC

Dated: _____

District Representative

Malcolm Public Schools Guiding Principle/2024 Priority Strategy		Target Date			Progress Status	Evidence of Progress (attach supporting doc's, if appropriate)	Barriers to Progress	Next Period Action Plans	
		Begin	Complete	Implement					
Student Achievement, Opportunities and Programming									
Ensure curriculum is properly, equitably, and consistently implemented from PK-12.	<ul style="list-style-type: none"> Adopt, implement, monitor and adjust the new math curriculum across all grade levels. 								
Student Achievement, Opportunities and Programming									
Assess, maintain or modify/expand the utilization of data to inform decisions at the classroom, building, and district levels.	<ul style="list-style-type: none"> Develop and implement a comprehensive data analytics system that collects, analyzes, and reports on key performance indicators related to student achievement, attendance, behavior, and other relevant metrics. Connect, track, and analyze targeted reading interventions for students. 								
Whole Child Focus									
Implement a plan that enables all school personnel and students to connect through a culture that embraces accountability, fairness, inspires excellence, and promotes learning.	<ul style="list-style-type: none"> Advance the working knowledge and understanding of Branching Minds in an effort to optimize its utilization. 								
Whole Child Focus									
Provide curriculum, instruction, and life experiences that teach, promote, and encourage healthy lifestyles and personal wellness	<ul style="list-style-type: none"> Provide curriculum, instruction, and life experiences that teach, promote, and encourage healthy lifestyles and personal wellness 								
Communication and Stakeholder Engagement									
Increase (internal and external) stakeholder engagement by establishing a connective educational community that foster open communication; ecnourages active participation; and, integrates feedback into the decision-making process	<ul style="list-style-type: none"> Establish focus groups with students and teachers to examine specific issues and gather detailed insights on specific topics. 								
Personnel Effectiveness									
Commit resources that support a dynamic learning environment to attract retain and support quality educators.	<ul style="list-style-type: none"> Ensure for the provision, maintenance and updating of computing devices for all PK-12 staff members 								
Personnel Effectiveness									
Ensure compliance with all mandates and requirements established by the Nebraska Department of Education, State Government/Statute, Federal Government/Law, and District Policy	<ul style="list-style-type: none"> Develop and maintain a comprehensive district-wide operations guide. Develop and employ a comprehensive departmental operations plan for Student Services 								
District Resources									
Explore internal and external opportunities to build district resource capabilities to expand learning opportunities and their potential impact on staffing, space utilization and funding expenditures	<ul style="list-style-type: none"> Improve command of the annual budgeting process by: <ul style="list-style-type: none"> -acquiring a more detailed understanding of the school funding framework -bettering our data collection and analysis -developing mechanisms or processes to more efficiently work with the data 								
District Resources									
Provide leadership, guidance and resources to strengthen the learning environment; enhance learning opportunities; and, personalize the learning experience for students	<ul style="list-style-type: none"> Ensure for the provision, maintenance and updating of computing devices for all PK-12 students 								
District Resources									

Provide resources and expertise to maintain and/or strengthen our information technologies infrastructure	<ul style="list-style-type: none"> Engage in the process of researching, selecting and installing a Voice Over Internet Protocol (VoIP) phone system, district-wide. 								
	<ul style="list-style-type: none"> Maintain, repair and update the components of our technology infrastructure 								

Malcolm Public Schools
Proposed Strategies for Consideration (2024)

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.						
Vision	We strive to become the most admired school district in Nebraska.						
Beliefs	Students are our first priority.		A positive learning environment enhances learning		Individuals are responsible for their own actions.		
	Each student is unique and has infinite value.		High expectations promote higher achievement.		Our school is accountable to the community.		
	Education is dynamic and evolving.		Honesty and integrity are essential to building trust.		Excellence is worth the investment.		
	Education is the shared responsibility of the individual, family, school and community						
Guiding Principle	Student Achievement, Opportunities, and Programming	Whole Child Focus	Communication and Stakeholder Engagement	Personnel Effectiveness	District Resources	Board Governance	
Objectives	To provide comprehensive learning opportunities that prepare and empower students to be engaged through challenging, creative, and rigorous curriculum and quality instruction that accelerate the growth of each student	To enhance academic and social-emotional supports for the health, safety, and well-being of the whole child.	Grow and sustain a mutually supportive and trusting partnership with stakeholder groups for the benefit of the mission and vision of Malcolm Public Schools and to sustain a positive connection with and among the community at large.	To ensure the district provides educational leadership and highly effective staff to support students in academic, personal, and social growth.	To sustain effective and efficient use of resources focused on continuous improvement, expansion and support of student learning, safe and effective learning facilities, and model fiscal responsibility.	To ensure the mission and vision of Malcolm Public Schools aligns to the goals, community expectations, and outcomes utilized to measure improved learning for all students.	
Strategies	Challenge and engage students in learning experiences that promote personal growth and learning success.	Further strengthen school district culture and improve student behavior by using the MTSS model to provide positive behavior supports and improve social-emotional skills.	Develop, implement, and employ a comprehensive communications plan.	Assess, maintain and cultivate (where necessary), a culture of professional collaboration, with a sense of a shared responsibility for improving the quality of instruction for all students.	Create a comprehensive facilities plan to address both short-term and long-term goals, including but not limited to, new construction, renovation of existing facilities, maintenance of current facilities, and acquiring property to meet the future needs of the district.	Enhance board leadership.	
	Assess, maintain or modify the processes used when working with curriculum, assessments and data.		Foster positive working partnerships with parents/guardians, community members, Malcolm Village Board, and Malcolm Economic Development to improve and sustain effective relationships and engagement.			Update the certified personnel evaluation system to ensure timely, accurate and authentic feedback for professional growth by identifying methods to strengthen professional skills and knowledge.	Build effective board governance through sustained engagement of stakeholders.
	Assess, maintain or modify/expand learning opportunities to support student engagement and preparedness.	Implement a plan that enables all school personnel and students to connect through a culture that embraces accountability, fairness, inspires excellence, and promotes learning.	Increase (internal and external) stakeholder engagement by establishing a connective educational community that foster open communication; encourages active participation; and, integrates feedback into the decision-making process	Commit resources that support a dynamic learning environment to attract retain and support quality educators.	Explore internal and external opportunities to build district resource capabilities to expand learning opportunities and their potential impact on staffing, space utilization and funding expenditures.	Provide leadership, guidance and resources to strengthen the learning environment; enhance learning opportunities; and, personalize the learning experience for students	
	Increase cooperative learning opportunities by capitalizing on our educational network relationships (the Malcolm community, Malcolm students and families, higher education institutions, and local businesses), working together for improved college/career readiness, academic growth in special education population, and overall diversity of curriculum and learning experiences.	Promote a positive learning environment for staff and administrators through organized Professional Learning Communities.					
		Provide curriculum, instruction, and life experiences that teach, promote, and encourage healthy lifestyles and personal wellness		Utilize, evaluate and refine an employee on-boarding, mentoring and support program to educate, train and equip new staff.	Provide resources and expertise to maintain and/or strengthen our information technologies infrastructure		
	Ensure curriculum is properly, equitably, and consistently implemented from PK-12.			Ensure compliance with all mandates and requirements established by the Nebraska Department of Education, State Government/Statute, Federal Government/Law, and District Policy			
	Assess, maintain or modify/expand the utilization of data to inform decisions at the classroom, building, and district levels.						
	Investigate potential expansions and improvements to the high-ability learner/gifted program, preschool, and before and after school.						

	Priority Strategies for 2023
	Established Strategies Selected as Priority Strategies for 2024
	New Strategies Selected as Priority Strategies for 2024