

David City Public School Board of Education
Regular Board Meeting
Wednesday, December 13, 2023 7:00 PM
Board Meeting Room at the High School
750 D St.
David City, NE 68632-1724

1. Call Meeting to Order
 - 1.1. Pledge of Allegiance
 - 1.2. Open Meetings Statement
 - 1.3. Attendance/Absence Approval
2. Staff and Student Involvement
 - 2.1. Student Board Member Reports
 - 2.2. FFA National Conference Presentation
3. Public Forum
4. Agenda Approval
5. Consent Agenda
 - 5.1. Approve Claims Against the District
 - 5.2. Financial Reports
6. Discuss, consider, and take action to approve the minutes of the November board meetings.
7. Board Committee Reports
 - 7.1. Ad Hoc Committee on Committees
 - 7.2. Committee on American Civics
8. Administrative Reports
 - 8.1. Dr. Denker

8.2. Mr. Couch

8.3. Mr. Lindsley

8.4. Mr. Happ

8.5. Ms. Romshek

8.6. Ms. Daniels

8.7. Mr. Hermelbracht

9. Old Business

9.1. Discuss, consider, and take action to approve the 2022-23 annual report.

9.2. Discuss, consider, and take action to support the ESU 7 Tier 3 program and adopt the related resolution.

10. New Business

10.1. Discuss, consider, and take action to approve updated board committees.

10.2. Discuss, consider, and take action to approve Policy 8120 and Policy 8151.

10.3. Discuss the roof condition summary and roof replacement schedule prepared by Garland Company.

11. Personnel

11.1. Enter into executive session to discuss the superintendent's annual evaluation and to conduct superintendent contract negotiations.

11.2. Discuss, consider, and take action to approve the superintendent's contract extension and compensation.

12. Future Discussion Items

13. Adjournment

A lot of good things have happened. One act one an awesome state championship. The sports have started their seasons and they are going pretty well so far. Everyone is enjoying the sports from what I have heard, but the school has been pretty bad this month. Many students haven't made good choices recently. Many students are worried about what is happening to our school. Why is everyone suddenly not making good choices? I am worried about that too. It might be because the semester is almost over. I think we might need to help some students make the right choices. I think maybe even a pep rally or something like that. Not a normal pep rally, but one with a speaker. Hopefully, the speaker can talk to them about making the right choices. I think this would be really cool because it could set people to change their behavior. We as a school need to be together and hopefully people will notice what they are doing is wrong.

I don't really know much. I did have the pleasure to win State One Act. My best friend won the best actress award, so that was really cool. It was very exciting. Especially since we beat Aquinas, who we got second to last year. It is nice that both David City schools can get top two.

The vape sensors that were set up are working well. I know quite a few kids have been suspended. And lots of kids are starting to get sketched out by vaping in the bathroom. I know of a few kids who won't vape in the bathrooms anymore.

Claims Against the District

December 2023

Payment Vendor	Invoice Amount	Comment
Amazon Capital Services	\$1,248.46	Custodial/Instructional Supplies
Anna Kouba	\$188.64	SPED Mileage Reimbursement
BJ'S Hardware Inc	\$41.71	Custodial Supplies
Boys Town	\$4,951.80	Duncan Day School (SPED)
Butler County Clinic, P.C.	\$1,375.00	DOT Physicals
Butler County Health	\$6,432.50	OT/PT SPED Services
Butler County Senior Services	\$4.00	PK SPED Parent Transport
Cenex Fleetcard	\$544.19	Fuel
Control Masters Inc	\$1,015.00	Contracted Services
Dale's Food Pride LLC	\$454.23	Supplies
David City Ace Hardware	\$336.97	Supplies
David City Discount Pharmacy	\$19.98	Note Cards
Dietze Music House Inc	\$53.80	Band Supplies
Eakes Office Solutions	\$733.19	Office Supplies & Internet Fax Service
EGAN Supply Co	\$286.06	Parts for auto scrubber
Eloge, Diane	\$19.65	Mileage Reimbursement
ESU #7	\$1,130.39	Network Operations/Interpreting
ESU #7	\$482.33	Instructional Supplies
ESU #7 Special Education	\$95,543.90	SPED Contracted Services
Frontier Cooperative Co.	\$3,217.05	Fuel
Full Spectrum Laser	\$580.88	Tube for Laser Cutter
Hartman Auto Repair LLC	\$762.12	Small Vehicle Service/Inspection
Hotsy Equipment Co	\$738.18	Pressure Washer Repair & Service
Jones Group	\$252.00	Commercial Auto Premium
Junior Library Guild	\$41.38	Instructional Supplies
Kobza Motors, Inc	\$908.74	Vehicle Repairs
Kozisek, Mistyn	\$125.76	Mileage Reimbursement
Kurita America Inc.	\$1,059.14	HVAC Contracted Services
Lakeshore Learning Materials	\$46.98	PreSchool Supplies
Masek, Amy	\$5,917.00	Mental Health Counseling
Matheson Tri-Gas	\$187.29	Welder Repair
Menards, Inc.	\$162.13	Custodial Supplies
Michael J. Williams	\$500.00	Rule 10 Safety and Security
NASB	\$320.00	Law Books
NE State Fire Marshal Agency,	\$324.00	Boiler Inspection
Nebraska.gov/NIC Nebraska	\$10.00	DHHS Central Registry Fees
Nice Kars	\$734.81	Bus Repair

Northside Inc.	\$1,118.26	Fuel, Wash
One Source, The Background	\$32.00	Background Checks
Osborn Sales & Service LLC	\$69.40	Custodial Supplies
Payflex Systems USA INC	\$150.00	Admin Fees
Perry, Guthery, Haase & Gessford	\$400.00	Legal Fees
Rehmer Auto Parts	\$11.92	Custodial Supplies
Rerucha Ag & Auto Supply	\$236.83	Bus/Custodial Supplies
Riverside Construction inc	\$378.00	DCE Roof Repair
Sandro Wendell De Mont Serrat	\$301.82	SPED Mileage Reimbursement
SAX Arts & Crafts	\$163.55	Art Supplies
Scholastic Inc	\$117.55	Intervention/Enrichment Books
ServiceMaster by Shevlin	\$4,422.00	Janitorial Services
Spectrum/Charter Comm	\$194.63	Business TV Service
Styskal Cleaning Services	\$4,000.00	Janitorial Services
U & I Sanitation	\$576.90	Waste
USI Education & Government Sales	\$148.29	Laminator Film
Verizon Wireless	\$420.58	Bus WiFi & Jet Packs
Village of Bellwood	\$106.74	Utilities
Western Oil, LLC	\$333.00	Fuel (formerly Stop Inn)
WEX Bank	\$75.00	Fuel
William Garcia	\$366.80	SPED Mileage Reimb.
Windstream Corporation	\$1,200.47	Telephone Service
Woodriver Energy LLC	\$3,522.68	Natural Gas
Yasmany Dominguez Sosa	\$448.02	SPED Mileage Reimbursement
Sub-Total	\$149,543.70	

<u>Mid-Month Checks & Direct Withdrawls</u>		
Butler Public Power District	\$1,452.08	Bellwood Electricity
David City Utilities	\$17,917.98	David City Utilities
Five Points Bank	\$4,999.01	Copier Leases
Sub-Total	\$24,369.07	
<u>US Bank Card</u>		
Small Vehicle Fuel	\$ 677.12	
Anderson's - Staff Lanyards	\$ 1,407.02	

UNK-Teacher Fair	\$	100.00	
Wilson Language	\$	320.00	
Hilton Garden Inn-Board Conf Rms	\$	1,122.00	
Cascio's - Board Conf Meal	\$	294.36	
Shutterfly - Thank You Cards	\$	179.51	
Holiday Inn - Nat'l Teacher Conf.	\$	645.08	
FedEx	\$	19.73	
EDPuzzle	\$	13.50	
Teachers Pay Teachers	\$	48.16	
Vista Print -Positive Pride Stickers	\$	186.99	
Walmart- Bus Maintenance Supp.	\$	15.26	
Walmart - Instructional Supp.	\$	35.91	
Kami Subscription	\$	99.00	
Teachers Pay Teachers	\$	10.75	
Sub-Total		\$5,174.39	
Grand Total		\$179,087.16	

CASH RECEIPTS
November 2023

01-1110	Local Property Taxes	
11/9/23	Saunders County	\$367.65
11/15/23	Platte County	\$0.07
11/15/23	Butler County	\$102,498.86
01-1321	RegEd Tuition Reimbursement (District)	
11/27/23	Shelby-Rising City Public Schools	\$946.89
01-1323	SPED Tuition Reimbursement (District)	
11/27/23	Shelby-Rising City Public Schools	\$3,374.09
01-1370	PreSchool Tuition	
11/3/23	Rerucha	\$85.00
11/3/23	Shannon	\$160.00
11/3/23	Palensky	\$160.00
11/3/23	Dresch	\$160.00
11/3/23	Viscarra	\$80.00
11/3/23	Hilger	\$80.00
11/3/23	Trainer	\$160.00
11/7/23	Emeigh	\$159.99
11/13/23	Smith	\$160.00
11/13/23	Kozisek	\$480.00
11/13/23	Magana/Diaz	\$80.00
11/14/23	Baete	\$160.00
11/14/23	Spellman	\$160.00
11/27/23	Louderback	\$160.00
11/27/23	Klein	\$80.00
11/27/23	Price	\$80.00
11/27/23	Sears	\$90.00
11/27/23	Kasik	\$160.00
11/27/23	Shannon	\$160.00
11/27/23	Selden	\$160.00
11/27/23	Hoepfner	\$160.00
11/28/23	Amen	\$160.00
11/28/23	Aldrich	\$160.00
11/28/23	Struck	\$160.00
11/28/23	Bartunek	\$320.00
11/28/23	Sheehan	\$160.00
11/28/23	Gonzalez	\$90.00
11/28/23	Cooper	\$640.00
01-1510	Interest	
11/30/23	Bank of the Valley	\$608.37
01/1910	Rental of School Facilities/Property	
11/3/23	Valentine, L (tables/chairs)	\$50.00
11/13/23	Zegers, T (tent)	\$30.00

01-1911	Local License Fees	
11/27/23	Village of Bellwood	\$300.00
01-3110	State Aid	
11/30/23	State of NE	\$109,299.00
01-3110	IDEA Proportionate Share (2022-2023)	
11/8/23	State of NE	\$8,637.00
01-5300	Sale of Property	
11/3/23	Perske, P (shirt)	\$10.00
11/13/23	Wilson, C (shirt)	\$16.00
01-5690	Non-Revenue Receipts	
11/03/2023	Denker, C (PSAT Reimbursement)	\$18.00
11/03/2023	Allen, H (PSAT Reimbursement)	\$18.00
11/03/2023	Nicolas, C (Reimbursement)	\$25.00
11/03/2023	Region V (Reimbursement)	\$187.50
11/03/2023	DCPS-Activity Fund (Reimbursement)	\$3,462.00
11/03/2023	Student-Misc (PSAT Reimbursement)	\$18.00
11/03/2023	Nicolas, C (Laptop Repair)	\$25.00
11/13/2023	Butler County (Jury Duty-Colburn)	\$35.00
11/13/2023	Colorado West - (Warranty Reimbursement)	\$162.56
11/27/2023	Denker, C (Meal Reimbursement)	\$35.00
11/27/2023	Siebken, M (Laptop Repair)	\$25.00
11/27/2023	Flowers, L (Laptop Repair)	\$25.00
01-9000	Non Program Receipts	
11/27/23	Lunch PR Reimburse	\$26,698.10
	TOTAL	\$261,697.08

GENERAL FUND ACCOUNT
2023-2024
Bank of the Valley - Account #260977
Budget: \$15,662,387

9/1/2023	Starting Balance NOW Acct			\$241,310.30
	Customer Deposits	\$49,136.65		
	Direct Deposits	\$2,202,107.76		
	Interest	\$608.34		
	Transfer from ICS-Sweep Acct	\$829,000.00		
	Transfer to ICS-Sweep Acct		\$2,219,107.41	
	Utilities/BCPPD		\$23,211.42	
	Five Points Bank (copiers)		\$4,999.01	
	Payroll Settlement		\$405,848.72	
	Payroll Expenditures (direct)		\$130,850.33	
	Checks Paid		\$297,537.82	
	CREDIT TOTAL	\$3,080,852.75		
	DEBIT TOTAL		\$3,081,554.71	
	Ending Balance			\$240,608.34

9/1/2023	Starting Balance - ICS Acct			\$3,630,993.02
	Transfer from General Fund	\$2,115,905.53		
	Transfer to General Fund		\$850,000.00	
	Interest	\$10,829.26		
9/30/2023	Ending Balance			\$4,907,727.81

10/1/2023	Starting Balance NOW Acct			\$240,608.34
	Customer Deposits	\$31,340.11		
	Direct Deposits	\$555,702.97		
	Interest	\$628.32		
	Transfer from ICS-Sweep Acct	\$987,000.00		
	Transfer to ICS-Sweep Acct		\$548,490.67	
	Utilities/BCPPD		\$25,696.07	
	Five Points Bank (copiers)		\$4,999.01	
	Payroll Settlement		\$414,695.62	
	Payroll Expenditures (direct)		\$264,027.50	
	Checks Paid		\$321,446.72	
	CREDIT TOTAL	\$1,574,671.40		
	DEBIT TOTAL		\$1,579,355.59	
	Ending Balance			\$240,628.34

10/1/2023	Starting Balance - ICS Acct			\$4,907,727.81
	Transfer from General Fund	\$537,003.18		
	Transfer to General Fund		\$987,000.00	
	Interest	\$12,677.81		
10/31/2023	Ending Balance			\$4,470,408.80

11/1/2023	Starting Balance NOW Acct			\$240,628.34
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	Customer Deposits	\$39,726.14		
	Direct Deposits	\$221,362.57		
	Interest	\$608.37		
	Transfer from ICS-Sweep Acct	\$983,000.00		
	Transfer to ICS-Sweep Acct		\$214,572.76	
	Utilities/BCPPD		\$19,370.06	
	Five Points Bank (copiers)		\$4,999.01	
	Payroll Settlement		\$422,965.18	
	Payroll Expenditures (direct)		\$268,360.90	
	Checks Paid		\$314,449.12	
	CREDIT TOTAL	\$1,244,697.08		
	DEBIT TOTAL		\$1,244,717.03	
	Ending Balance			\$240,608.34

11/1/2023	Starting Balance - ICS Acct			\$4,470,408.80
	Transfer from General Fund	\$220,886.21		
	Transfer to General Fund		\$983,000.00	
	Interest	\$10,611.79		
11/30/2023	Ending Balance			\$3,718,906.80

Monthly Expenditure Report

December 2023

Account Code	Dec 2023	Budget (YTD)	Actual (YTD)	Encumbrance (YTD)	Available (YTD)	% of Budget
01100 - Regular Instruction	\$360,333.95	\$5,362,399.00	\$1,446,327.56	\$24,385.33	\$3,891,686.11	26.97
01115 - Career Academy Programs (Rule 47)	\$1,532.59	\$22,539.00	\$6,517.94	\$0.00	\$16,021.06	28.92
01125 - Reg. Instruct. Prog SA (Flex-Spending)	\$5,798.37	\$62,839.00	\$20,504.91	\$0.00	\$42,334.09	32.63
01150 - Limited English Proficiency Programs	\$13,960.18	\$177,742.00	\$55,248.28	\$0.00	\$122,493.72	31.08
01160 - Poverty Programs	\$9,143.62	\$113,590.00	\$36,428.93	\$0.00	\$77,161.07	32.07
01190 - Early Childhood Educational Programs	\$30,769.72	\$405,255.00	\$122,909.00	\$0.00	\$282,346.00	30.33
01200 - SPED Instructional Programs - SA	\$195,734.61	\$2,591,135.00	\$675,645.90	\$48.99	\$1,915,440.11	26.08
01291 - SPED Instructional Programs - Ages 3-5	\$10,334.10	\$264,444.00	\$43,821.35	\$0.00	\$220,622.65	16.57
01292 - SPED Instructional Programs - B-2	\$0.00	\$12,433.00	\$0.00	\$0.00	\$12,433.00	0.00
02120 - Guidance Services	\$16,908.21	\$226,638.00	\$68,508.53	\$0.00	\$158,129.47	30.23
02130 - Health Services	\$15,881.26	\$211,532.00	\$56,773.51	\$0.00	\$154,758.49	26.84
02141 - Psychological Serv SPED SA	\$9,756.42	\$131,677.00	\$39,025.68	\$0.00	\$92,651.32	29.64
02142 - Psychological Serv SPED Age 3-5	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
02143 - Psychological Serv SPED B-2	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
02151 - Speech Path & Deaf Serv SPED SA	\$19,355.23	\$280,025.00	\$75,499.24	\$59.99	\$204,465.77	26.96
02152 - Speech Path & Deaf Serv SPED Age 3-5	\$0.00	\$47,657.00	\$0.00	\$0.00	\$47,657.00	0.00
02153 - Speech Path & Deaf Serv SPED B-2	\$0.00	\$17,334.00	\$0.00	\$0.00	\$17,334.00	0.00
02161 - Occupational Therapy - SPED SA	\$0.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	0.00
02162 - Occupational Therapy - SPED Age 3-5	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00
02163 - Occupational Therapy - SPED B-2	\$124.00	\$3,750.00	\$124.00	\$0.00	\$3,626.00	3.31
02171 - Physical Therapy SPED School Age	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	0.00
02172 - Physical Therapy SPED Age 3-5	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00
02173 - Physical Therapy SPED Birth-2	\$67.58	\$1,250.00	\$67.58	\$0.00	\$1,182.42	5.41
02181 - Vision Services SPED School Age	\$682.50	\$7,522.00	\$2,177.50	\$0.00	\$5,344.50	28.95
02182 - Vision Services SPED Age 3-5	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.00
02183 - Vision Services SPED Birth-2	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.00
02190 - Student Support Services	\$34,190.70	\$525,449.00	\$148,354.02	\$0.00	\$377,094.98	28.23
02210 - Improvement of Instruction	\$0.00	\$113,354.00	\$0.00	\$0.00	\$113,354.00	0.00
02211 - School Improvement	\$0.00	\$11,000.00	\$97.90	\$0.00	\$10,902.10	0.89
02212 - Instruction and Curriculum Dev.	\$0.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0.00
02220 - Library/Media Services	\$13,703.88	\$193,609.00	\$57,229.25	\$452.88	\$135,926.87	29.56
02290 - Staff Support	\$1,407.02	\$17,500.00	\$10,682.40	\$0.00	\$6,817.60	61.04
02310 - Board of Education	\$1,566.36	\$29,000.00	\$6,845.30	\$0.00	\$22,154.70	23.60
02320 - Executive Administration	\$19,244.40	\$238,943.00	\$74,821.01	\$0.00	\$164,121.99	31.31
02330 - District Legal Services	\$400.00	\$25,000.00	\$1,120.00	\$0.00	\$23,880.00	4.48
02410 - Office of the Principal	\$66,749.28	\$896,268.00	\$270,672.83	\$60.32	\$625,534.85	30.20
02510 - Fiscal Services	\$11,131.03	\$322,796.00	\$51,737.31	\$280.00	\$270,778.69	16.03
02610 - Operation of Buildings	\$21,844.99	\$986,826.00	\$158,699.96	\$5,352.39	\$822,773.65	16.08
02620 - Maintenance of Buildings	\$33,795.89	\$557,873.00	\$151,788.43	\$0.00	\$406,084.57	27.21
02710 - Vehicle Operation - Regular Education	\$27,283.00	\$395,495.00	\$108,241.00	\$29.69	\$287,224.31	27.37
02712 - Vehicle Operation - School Age SPED	\$5,291.05	\$118,976.00	\$23,722.68	\$0.00	\$95,253.32	19.94
02713 - Vehicle Operation - Below Age 5 SPED	\$814.82	\$2,500.00	\$3,294.65	\$0.00	(\$794.65)	131.79

02730 - Vehicle Servicing and Maintenance	\$3,020.86	\$275,500.00	\$31,727.05	\$0.00	\$243,772.95	11.52
03300 - Community Services Operations	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00
03535 - High Ability Learners	\$953.17	\$22,857.00	\$4,100.03	\$0.00	\$18,756.97	17.94
03599 - Other State Categorical Programs	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00
06200 - Title I, Part A ESSA	\$8,861.49	\$122,554.00	\$38,134.48	\$0.00	\$84,419.52	31.12
06310 - Title II, Part A ESSA	\$594.63	\$23,051.00	\$2,378.10	\$0.00	\$20,672.90	10.32
06406 - IDEA Preschool (619) Base Allocation	\$0.00	\$3,165.00	\$0.00	\$0.00	\$3,165.00	0.00
06408 - IDEA Part B 6404 & 6410	\$33,594.02	\$210,131.00	\$57,651.13	\$0.00	\$152,479.87	27.44
06412 - IDEA Part B Proportionate Share	\$2,623.42	\$31,768.00	\$10,493.80	\$0.00	\$21,274.20	33.03
06967 - Title IV Grant	\$1,037.00	\$10,000.00	\$3,751.50	\$0.00	\$6,248.50	38.00
06998 - ESSERS 3	\$13,804.85	\$358,511.00	\$57,049.54	\$0.00	\$301,461.46	15.91
08000 - Transfers (Outgoing)	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00
Grand Total	\$992,294.20	\$15,662,387.00	\$3,922,172.28	\$30,732.03	\$11,709,482.69	25.04

DEPRECIATION FUND

2023-2024

Bank of the Valley, Account Number 207050

Budget: \$1,124,213.93

		Credits	Debits	Balance
09/01/23	Starting Balance			\$1,099,862.73
9/30/2023	Interest	\$2,784.31		\$1,102,647.04
9/30/2023	Balance			\$1,102,647.04
10/17/2023	Eakes Office Plus		\$16,556.38	\$1,086,090.66
10/31/2023	Interest	\$2,863.45		\$1,088,954.11
10/31/2023	Balance			\$1,088,954.11
11/30/2023	Interest	\$2,756.70		\$1,091,710.81
11/30/2023				\$1,091,710.81

Credit/Debit Total	\$8,404.46	\$16,556.38
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chairs

EMPLOYEE BENEFIT FUND**2023-2024****Bank of the Valley - Account Number 262121****Budget: 273,918.40**

Date		Credits	Debits	Balance
9/1/2023	Starting Balance			\$211,644.29
9/5/2023	Auto Withdrawal		\$49.76	\$211,594.53
9/8/2023	Blue Cross Blue Shield		\$928.15	\$210,666.38
9/12/2023	Auto Withdrawal		\$510.79	\$210,155.59
9/19/2023	Auto Withdrawal		\$35.00	\$210,120.59
9/20/2023	Employee Deposit	\$1,900.00		\$212,020.59
9/26/2023	Auto Withdrawal		\$533.74	\$211,929.01
9/28/2023	Telus Health/Lifeworks		\$3,969.84	\$207,959.17
9/30/2023	Interest	\$533.74		\$208,492.91
9/30/2023	Balance			\$208,492.91
10/3/2023	Auto Withdrawal		\$281.17	\$208,211.74
10/10/2023	Auto Withdrawal		\$396.34	\$207,815.40
10/17/2023	Auto Withdrawal		\$335.34	\$207,480.06
10/18/2023	Blue Cross Blue Shield		\$928.15	\$206,551.91
10/23/2023	Employee Deposit	\$1,900.00		\$208,451.91
10/24/2023	Auto Withdrawal		\$82.76	\$208,369.15
10/31/2023	Auto Withdrawal		\$160.00	\$208,209.15
10/31/2023	Interest	\$543.82		\$208,752.97
10/31/2023	Balance			\$208,752.97
11/2/2023	Blue Cross Blue Shield		\$928.15	\$207,824.82
11/7/2023	Auto Withdrawal		\$180.36	\$207,644.46
11/14/2023	Auto Withdrawal		\$2,140.33	\$205,504.13
11/21/2023	Auto Withdrawal		\$659.31	\$204,844.82
11/27/2023	Employee Deposit	\$1,900.00		\$206,744.82
11/28/2023	Auto Withdrawal		\$115.04	\$206,629.78
11/28/2023	Blue Cross Blue Shield		\$928.15	\$205,701.63
11/30/2023	Interest	\$522.58		\$206,224.21
11/30/2023	Balance			\$206,244.21

Credit/Debit Total	\$4,877.56	\$13,162.38
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Bank Statement Reconciliation

Description	Adjustment Date	Adjustment Amount
David City Public Schools Dist.	10/01/2023 through 10/31/2023	
Checking		

Bank Statement Reconciliation Summary

Statement Balance	\$ 381,690.50
- Outstanding checks	\$ 9,054.50
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 372,636.00
+ Investments	\$ 0.00
Book Balance	\$ 372,636.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 09/01/2023 to 08/31/2024.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					

DavidCit David City Public Schools Dist. #56

A	Academic Clubs						
110	Academic Booster Club	17,561.32	0.00	0.00	0.00	17,561.32	
A Totals:		17,561.32	0.00	0.00	0.00	17,561.32	

B	Athletics						
205	Athletics - Gate	4,536.00	13,940.50	0.00	0.00	18,476.50	
210	Athletics - Miscellaneous	37,283.54	7,332.00	14,431.96	-750.00	29,433.58	
215	Athletics - Entry Fees	4,127.00	1,050.00	980.00	0.00	4,197.00	
220	Athletics - Referees	-300.00	0.00	8,050.00	0.00	-8,350.00	
225	Girls Basketball Support	4,515.61	0.00	0.00	0.00	4,515.61	
230	Boys Basketball Support	6,444.15	0.00	0.00	0.00	6,444.15	
235	HS Football Support	177.26	0.00	0.00	0.00	177.26	
240	Track Support	2,533.87	0.00	0.00	0.00	2,533.87	
245	Volleyball Support	5,821.30	682.50	943.66	-163.50	5,396.64	
250	Middle School Volleyball Support	2,235.30	0.00	0.00	0.00	2,235.30	
255	Wrestling Support	587.42	0.00	285.00	0.00	302.42	
260	Cross Country Support	182.24	0.00	0.00	0.00	182.24	
265	Golf Support	-18.44	0.00	0.00	0.00	-18.44	
270	Softball Support	59.70	0.00	0.00	0.00	59.70	
B Totals:		68,184.95	23,005.00	24,690.62	-913.50	65,585.83	

C	Bellwood						
310	BE-Miscellaneous-Staff	268.70	225.00	-10.00	0.00	503.70	
315	BE-Fundraiser	972.67	0.00	0.00	0.00	972.67	
320	BE-Student Council/PBIS	1,119.53	0.00	137.42	0.00	982.11	
330	BE-Blue Valley Christmas	572.56	0.00	142.31	0.00	430.25	
335	BE - Emergency Fund	1,708.46	0.00	59.94	0.00	1,648.52	
C Totals:		4,641.92	225.00	329.67	0.00	4,537.25	

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 09/01/2023 to 08/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H	Miscellaneous							
		830	Scholarship/Memorials	95,834.95	0.00	0.00	0.00	95,834.95
		835	Horticulture	29.69	0.00	0.00	0.00	29.69
		840	Industrial Technology	1,504.42	193.53	1,146.42	0.00	551.53
		845	Concessions	18,731.35	13,364.66	9,069.41	163.50	23,190.10
		850	CTE (Careeer Technical Educ.)new 8/27/19	1,633.80	0.00	0.00	0.00	1,633.80
		H Totals:		117,734.21	13,558.19	10,215.83	163.50	121,240.07
J	Staff							
		1010	Staff Courtesy	2,094.85	507.00	12.99	0.00	2,588.86
		1020	HS-Staff Work Area (Lounge)	972.16	338.00	274.04	0.00	1,036.12
		1030	HS-Staff Philanthropy Fund	19,676.80	1,417.50	0.00	0.00	21,094.30
		J Totals:		22,743.81	2,262.50	287.03	0.00	24,719.28
K	Southern NE Conference							
		2010	Southern Nebraska Conference	9,382.61	7,076.40	4,394.21	750.00	12,814.80
		K Totals:		9,382.61	7,076.40	4,394.21	750.00	12,814.80
		DavidCity Activity Totals:		356,722.17	65,152.40	50,165.30	995.73	372,705.00

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
DavidCity Checking:			65,152.40	50,165.30		
DavidCity Investment:						
DavidCity Bank Balances:	356,722.17		65,152.40	50,165.30	995.73	372,705.00

Report Activity Totals:	356,722.17	65,152.40	50,165.30	995.73	372,705.00
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	CREDIT TOTAL	\$53,819.33		
	DEBIT TOTAL		\$61,668.32	\$177,581.22

Lunch Claims Against the District

December 2023

Payment Vendor	Comment	Invoice Amount
Cash-Wa Distributing	Food/Supplies	\$17,822.63
Culligan of Columbus	R.O.	\$36.00
Dale's Food Pride LLC	Food	\$102.93
David City Public Schools	Lunch Payroll	\$27,923.04
Debbie Polivka	Mileage Reimbursement	\$62.88
Hiland Dairy Foods Co LLC	Milk	\$4,147.70
SUPER SAVER	Food	\$254.48
SYSCO Lincoln	Food/Supplies	\$6,745.32
US Foods - Division #2365	Food	\$5,603.09
	Grand Total	\$62,698.07

BOND INVESTMENT
2023-2024

Bank of the Valley - Account Number 406552

		Credits	Debits	Balance
9/1/2023	Starting Balance			\$3,880.49
9/30/2023	Interest Earned	\$9.82		\$3,890.31
9/30/2023	Balance			\$3,890.31
10/31/2023	Interest Earned	\$10.18		\$3,900.49
10/31/2023	Balance			\$3,900.49
11/30/2023	Interest Earned	\$9.87		\$3,910.36
11/30/2023	Balance			\$3,910.36
Credit/Debit Total		\$29.87	\$0.00	

Special Building Fund

2023-2024

Bank of the Valley - Account Number 406528

Budget: \$2,316,952.57

9/1/23	<i>Starting Balance</i>	<i>Credits</i>	<i>Debits</i>	\$240,627.89
	Transfer to ICS-Sweep Acct		\$627.89	\$240,000.00
	Seward County Treasurer	\$298.51		\$240,298.51
	Transfer to ICS-Sweep Acct		\$298.51	\$240,000.00
	Butler County Treasurer	\$282,508.27		\$522,508.27
	Transfer to ICS-Sweep Acct		\$282,508.27	\$240,000.00
	Interest	\$607.57		\$240,607.57
	Balance			\$240,607.57
9/1/23	Starting Balance - ICS Acct			\$648,540.65
	Transfer from Building Fund	\$683,434.67		
	Transfer to Building Fund		\$0.00	
	Interest	\$1,955.65		
9/30/23	Balance			\$933,930.97
10/1/23	<i>Starting Balance</i>	<i>Credits</i>	<i>Debits</i>	\$240,607.57
	Transfer to ICS-Sweep Acct		\$607.57	\$240,000.00
	Seward County Treasurer	\$0.23		\$240,000.23
	Transfer to ICS-Sweep Acct		\$0.23	\$240,000.00
	Butler County Treasurer	\$53,670.67		\$293,670.67
	Transfer to ICS-Sweep Acct		\$53,670.67	\$240,000.00
	Interest	\$627.86		\$240,627.86
	Balance			\$240,627.86
10/1/23	Starting Balance - ICS Acct			\$933,930.97
	Transfer from Building Fund	\$54,278.47		
	Transfer to Building Fund		\$0.00	
	Interest	\$2,520.07		
10/31/23	Balance			\$990,729.51
	Credits/Debits	\$1,079,901.97	\$337,085.25	

Future Expenditures

2023-24	Dec 15 Principal \$588884.01 Interest \$61115.99	\$650,000	
	June 15 Principal \$598158.93 Interest \$51841.07	\$650,000	
	Fire Marshal/ADA	\$25,000	
	Building Renovation	\$75,000	
	Estimated Total	\$1,400,000	
2023-24	Annual Tax Request	\$1,443,687	\$1,429,250
2024-25	Dec 15 Principal \$607579.94 Interest \$42420.07	\$650,000	
	June 15 Principal \$617149.32 Interest \$32850.68	\$650,000	
	Fire Marshal/ADA	\$25,000	
	Building Renovation	\$75,000	

	Estimated Total	\$1,400,000	
2024-25	Annual Tax Request	\$1,443,687	\$1,429,250
2025-26	Dec 15 Principal \$626869.42 Interest \$23130.58	\$650,000	
	June 15 Principal \$636742.62 Interest \$13257.39	\$650,000	
	Fire Marshal/ADA	\$25,000	
	Building Renovation	\$75,000	
	Estimated Total	\$1,400,000	
2025-26	Annual Tax Request	\$1,443,687	\$1,429,250
2026-27	Dec 15 Principal \$201767.59 Interest \$3228.69	\$204,996	Final Payment
	Fire Marshal/ADA	\$25,000	
	Building Renovation	\$75,000	
	HS Roof Area 2 Replacement	\$480,000	
	Estimated Total	\$784,996	
	Annual Tax Request	\$1,443,687	\$1,429,250

QCPUF - Qualified Capital Purchases Undertaking Fund
(Limited Tax Building Improvement Bond)
2023-2024
First National Bank of Omaha, Account Number 9960039820
Budget: \$842,641.99

		Credits	Debits	Balance
9/1/2023	Starting Balance			\$635,199.05
9/11/2023	Seward County Treasurer	\$3.32		\$635,202.37
9/11/2023	Seward County Treasurer	\$58.35		\$635,260.72
9/15/2023	Butler County Treasurer	\$53,744.00		\$689,004.72
9/29/2023	Interest	\$791.23		\$689,795.95
9/29/2023	Balance			\$689,795.95
10/6/2023	Seward County Treasurer	\$0.04		\$389,795.99
10/13/2023	Butler County Treasurer	\$10,128.86		\$699,924.85
10/31/2023	Interest	\$857.13		\$700,781.98
10/31/2023	Balance			\$700,781.98
11/3/2023	BOK Financials		\$229,950.00	\$470,831.98
11/9/2023	Saunders County	\$0.11		\$470,832.09
11/15/2023	Butler County Treasurer	\$1,661.18		\$472,493.27
11/30/2023	Interest	\$580.46		\$473,073.73
11/30/2023	Balance			\$473,073.73
	Credit/Debit Totals	\$67,824.68	\$229,950.00	

Future Expenditures

2023-24	Bond Principal	\$220,000	
	Bond Interest	\$18,510	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$288,510	
2023-24	Annual Tax Request	\$214,643	\$212,500
2024-25	Bond Principal	\$225,000	
	Bond Interest	\$16,452	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$291,452	
2024-25	Annual Tax Request	\$214,643	\$212,500
2025-26	Bond Principal	\$230,000	
	Bond Interest	\$14,175	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$294,175	
2025-26	Annual Tax Request	\$214,643	\$212,500
2026-27	Bond Principal	\$240,000	
	Bond Interest	\$11,588	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$301,588	
2026-27	Annual Tax Request	\$214,643	\$212,500
2027-28	Bond Principal	\$245,000	
	Bond Interest	\$8,677	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$303,677	
2027-28	Annual Tax Request	\$214,643	\$212,500

2028-29	Bond Principal	\$250,000	
	Bond Interest	\$5,458	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$305,458	
2028-29	Annual Tax Request	\$214,643	\$212,500
2029-30	Bond Principal	\$260,000	
	Bond Interest	\$1,885	
	Asbestos/Mold/Air Quality	\$50,000	
	Estimated Total Expenses	\$311,885	
2029-30	Annual Tax Request	\$214,643	\$212,500

STUDENT FEES

2023-2024

Bank of the Valley, Account Number 062836

Budget: \$3309.36

Date		Credits	Debits	Balance
9/1/2023	Starting Balance			\$310.17
9/30/2023	Interest	\$0.78		\$310.95
9/30/2023	Balance			\$310.95
10/13/2023	FCCLA Dues	\$610.00		\$920.95
10/31/2023	Interest	\$1.79		\$922.74
10/31/2023	Balance			\$922.74
11/17/2023	FFA NE Dues		\$150.00	\$772.74
11/29/2023	FCCLA NE Dues		\$85.00	\$687.74
11/30/2023	Interest	\$2.15		\$689.89
11/30/2023	Balance			\$689.89
12/8/2023	FCCLA Nat'l Dues		\$525.00	\$164.89

Credit/Debit Totals	\$614.72	\$760.00
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David City Public School Board of Education
Special Board Meeting
Wednesday, November 1, 2023 6:00 PM
Board Meeting Room at the High School
750 D St. David City, NE 68632-1724

Notice of the meeting was given in advance by publication and posting to meet the legal requirements for public notice of meeting. The meeting notice was published in the Banner Press, a publication established for general circulation within the district and posted on the front door of each school building and the David City Post Office. Notice of this meeting was given in advance to all members of the Board of Education. A current copy of the agenda for said meeting was available in the Superintendent's office and the district's website. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

1. Call Meeting to Order

Stephanie Summers, Board President, called the meeting to order at 6:00pm.

1.1. Pledge of Allegiance

Stephanie Summers asked everyone in attendance to recite the Pledge of Allegiance.

1.2. Open Meetings Statement

Stephanie Summers let everyone know a copy of the open meetings statement was posted on the wall in the board meeting room.

1.3. Attendance/Absence Approval

Stephanie Summers confirmed all board members were in attendance.

2. New Business

2.1. Discuss the future of the football program in terms of opting to play 8-man or 11-man for the upcoming two-year cycle. No official action will be taken. Public comment specifically related to the topic will be allowed at the board president's discretion in terms of format.

Brian Hermelbracht, Activities Director, provided a short presentation on 8-man and 11-man football, including recent participation numbers and pros and cons of both. Board members and the Superintendent then fielded questions and comments from parents and community members.

3. Adjournment

Marcus Thoendel motioned to adjourn the meeting at 7:12pm and it was seconded by Kasey Kuhlman. Motion passed 6-0.

David City Public School Board of Education

Regular Board Meeting

Wednesday, November 8, 2023, 7:00 PM

Board Meeting Room at the High School

750 D St. David City, NE 68632-1724

Notice of the meeting was given in accordance by publication and posting to meet the legal requirements for public notice of meetings. The meeting notice was published in the Banner Press, a publication established for general circulation within the district and posted on the front door of each school building and the David City Public Office. Notice of this meeting was given in accordance to all members of the Board of Education. A current copy of the agenda for said meeting was available in the Superintendent's office and the district's website. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

1. Call Meeting to Order

Stephanie Summers called the meeting to order at 7:00 p.m.

1.1 Pledge of Allegiance

Attendees stood to recite the Pledge of Allegiance.

1.2 Open Meetings Statement

Stephanie Summers informed attendees that a copy of the Open Meetings Law was posted and available for inspection.

1.3 Attendance/Absence Approval

All board members were present. All administrators were present. All student board members were present at this meeting.

2. Staff and Student Involvement

2.1 E-Sports Presentation

Andrew Ebeka and a couple members of the E-Sports team gave a presentation of the E-Sports program. During this presentation Mr. Ebeka spoke about the growth of E-Sports statewide and the interest within our school. Mr. Ebeka presented statistics and presented the success of our E-Sports program.

Public Forum

David McPhillips spoke during the public forum about his concerns with the verbiage within the Anti-Discrimination Policy that was potentially going to be adopted by the board. Mr. McPhillips stressed the importance of remembering what God's original design of male and female and how by adopting such policies will give special rights to individuals regarding gender equality.

4. Agenda Approval

Marcus Thoendel motioned to accept the agenda. Donnie Moravec seconded the motion. Motion carried 6-0.

5. Consent Agenda

5.1 Approve minutes of regular meeting

5.2 Approve Claims Against the District

5.3 Financial Reports

Kasey Kuhlman motioned to accept the agenda Consent Agenda items 5.1 through 5.3. Marcus Thoendel seconded the motion. Motion carried 6-0.

6. Board Committee Reports

7. Administrative Reports

7.1 Dr. Denker

7.2 Mr. Smith

7.3 Mr. L. G. ...

7.4 Ms. ...

7.5 Mr. Happ

7.6 Mr. Daniels

7.7 Mr. Hermelbracht

Old Business- None

9. New Business

9.1 Discuss, consider, and take action on voting to play 8-man or 11-man football starting in the fall of 2024.

After much discussion and resolution, the previous weeks on this topic, the board quickly moved to a vote on the football discussion. Marcus Thoendel motioned to pass on football starting in the fall of 2024. Kasey Kuhlman seconded the motion. Motion carried 6-0.

9.2 Discuss, consider, and take action to approve the 2024-2025 school calendar.

Kasey Kuhlman motioned to accept the 2024-2025 school calendar. Marcus Thoendel seconded the motion. Motion carried 6-0.

9.3 Discuss, consider, and take action to replace all Series 5000s Board Policies with the new and updated policies.

Dr. Denker gave a detailed presentation of what was in the policies. Donnie Moravec made a motion to approve the new and updated 5000s Board Policies. Marcus Thoendel seconded the motion. Motion carried 5-1. Aaron Reruchak abstained.

9.4 Discuss the possibility of purchasing and installing vape detectors in the high school.

Dr. Denker provided multiple quotes from different companies that install vape detectors. Lots of discussion ensued regarding installation quotes, pricing, engaging local police authorities, success of detectors, etc.

9.5 Discuss, consider, and take action to approve the 2022-2023 financial audit.

Kasey Kuhlman made a motion to approve the 2022-2023 financial audit. Donnie Moravec seconded the motion. Motion carried 6-0.

9.6 Discuss the Superintendent Evaluation Instrument.

Stephanie Summers mentioned a few specifics about how this process works. Stephanie will be emailing the board the evaluation instrument this week.

9.7 Discuss the possibility of a Tier 3 intervention school at ESU 7 in the future and the need of the school district.

Dr. Denker gave a presentation of what the ESU 7 is thinking regarding how this may work. The ESU is mainly getting feedback from school boards at this point to see if they would support a Tier 3 intervention school.

9.8 Discuss the district preliminary 2022-2023 annual report that will be finalized once NDE releases assessment data and shared with the public in December.

The board discussed the annual report.

10. Negotiations

10.1 Discuss, consider, and take action to approve the 2024-2025 negotiated agreement.

Marcus Thoendel made a motion to accept the 2024-2025 negotiated agreement. Justin Krafka seconded the motion. Motion carried 6-0.

10.2 Discuss, consider, and take action to recognize DCEA as the bargaining unit for teachers for the 2025-2026 negotiated agreement.

Kasey Kuhlman made a motion to recognize DCEA as the bargaining unit for 2025-2026 negotiations. Donnie Moravec seconded the motion. Motion carried 6-0.

11. Future Discussion Items

11.1 Superintendent Evaluation

11.2 Superintendent Contract Extension

12. Adjournment

Donnie Moravec made a motion to adjourn the meeting. Marcus Thoendel seconded the motion. Motion carried 6-0. Meeting adjourned at 9:47.

DC Supt Monthly Board Report
December 2023
Chad Denker, Supt

Professional Practices Commission (PPC)

As you know, I am part of the PPC. We have our quarterly meeting on Thurs Dec 14. Originally, it was a 2-day meeting but enough teachers reached an agreement with NDE so we have fewer hearings than anticipated.

Supt Advisory

In November, we discussed the staff recognition banquet and the new salary schedule and negotiated agreement. I appreciate the feedback I receive during our meeting and look forward to our next meeting.

Fire Alarm Update and Walkthrough

FireGuard will be here on Thurs Dec 28 to conduct a walk-through to determine what all needs to be done to update the 1916 portion of the high school and a quote so we can proceed.

DC Elem HVAC Controls Replacement

Johnson Controls has started running the new wiring. The project will take some time since they are trying to not disrupt classrooms during the school day.

DC Elem Gym Floor

Egan will be here on Fri Dec 22 to put another sealcoat on the gym floor. There are some places where it did not adhere correctly when applied this summer.

Elementary Desks and Chairs

Eakes will deliver some new student desks during Christmas break. School Specialty already delivered the chairs. Each year, we try to replace the desks and chairs in 3 or 4 classrooms. With nearly 70 classrooms and several more offices and meeting rooms, we can only replace the furniture in each area about once every 15 to 20 years.

Professional Development

On Wed Jan 3, we plan to bus our teachers and some classified staff to Seward High to attend a presentation by Gerry Brooks. If you are not familiar with him, google search him. We will load buses at 7:15am and return around 11:15am. The Waffle Man will provide breakfast for everyone in attendance. In the afternoon, there are several committee meetings – 7-12 activity sponsors and coaches, 6-12 ELA, K-12 Math, K-12 sped, 7-12 safety and security, district wellness, district crisis, etc.

If you are curious what happens at those meetings, you are welcome to attend. The building principals can provide a more detailed schedule.

Staff Christmas Cards and Lanyards

When would you like to deliver to each of the buildings?

Board Report
December 7, 2023
Mr. Couch

At the end of any semester, it is customary for me to seek input from teachers. The questions always vary slightly, but there are always four that are basically the same every time: What went well last semester? What is going OK, but could be improved with some minor adjustments? What is something that is broken? What is something that we haven't tried, but we need to try?

I thought the Board might find this information interesting, so I'm going to provide you with an overview of each of those four questions with one or two direct quotes that might provide more context or insight. All of this comes from teachers in my building. I will not be adding my thoughts except maybe one or two comments at the very end.

What went well in the first semester (stuff that we're doing that we need to keep on doing)?

There were some recurring ideas here, mostly in the area of support. Teachers indicated that they felt supported by leadership, and they appreciated the opportunities we've created for them to support each other. They praised administration for follow-through on tough (and ongoing) disciplinary issues, and they indicated that our new staff hires have been GREAT (in all caps). Teachers say that they've really enjoyed the Secret Staff Swap, and they enjoyed the Thankful Thursdays in November. Nearly every teacher mentioned something about the fact that they really enjoy the little positive notes, treats, and gifts that they've exchanged through these initiatives we started this year. The responses to this question were extremely positive, which makes sense, because the question was asking for positive responses. Here are some quotes:

"I had a great first semester!! I wouldn't change much of anything."

"We have great things happening in classrooms, we have GREAT new staff hires, we have an awesome technology department, and we offer so many excellent opportunities for kids. We have a super supportive administration. It's easy to forget all the good that's happening in our building, because it seems to just automatically happen."

"I truly appreciate the ways we are showing appreciation to our colleagues. Whether it is a kind note, a small gesture, or a little treat, it sure makes my day better so I'm guessing my colleagues feel the same. In addition, a huge thanks for Thankful Thursdays and all the other great morale boosters we have had this year. I hope we keep this going not only this year, but for years down the road too."

What is going OK, but we need to make some adjustments / changes? What would those changes be?

Again, there were recurring themes. Cell phone policy, Access Period, Electronic Passes, and HCT were the most common. In each case, the sense was that we're doing some things well, but more consistency across the board (from teachers and admin) would likely yield positive results. Here are some quotes:

“I think as a middle school, we should look at taking students’ phones during class and just having the expectation school-wide because they have become so much of a distraction for all students and sometimes it is a fight to get their phone. Also, I really like the accountability of HCT.”

“I continue to like the PASS system. I think that it works well if you have everyone buy in. Teachers, even myself at times, need to be more on top of who is and isn’t making passes when they leave class.”

“I would never want to get rid of Access Period, but at times it makes me want to lose my mind. I have an extremely difficult time working with kids in my room because kids are running up and down the stairs, talking in the hallways, going to lockers, etc. The purpose is great, but it’s become a free-for-all for some students. I would love to go back to the norms we used to have. When I surveyed 8th graders about school and things they love vs. things that frustrated them, one of the biggest frustrations for them was not having a quiet access to work in and kids going everywhere. Many of them (including students I see in the halls) admitted to wanting teachers to not allow them to leave.”

“I think HCT is going ok, but we could do better. I feel we need to be more consistent with holding students accountable for reporting to HCT. I also feel teachers need to be diligent about putting students on HCT right away instead of just keeping track in their own rooms and then giving students weeks to turn homework in. If we aren’t consistent in our policies, then they see it as a joke... lastly, I feel that when students are on HCT and are not turning work in there needs to be tougher consequences.”

What is something that’s broken (stuff we’re trying to do, but it’s just not working—or stuff we just need to stop)?

Minimal responses to this question compared to the others. Many gave responses along the lines of “I can’t think of anything.” We did get a couple of responses about Access Period again, and a couple about how we need to effectively address vaping. Phones and bathrooms were also brought up. Here are a couple of quotes:

“Access Period presents some challenges. I don’t have the answers, but I think it could get cleaned up.”

“Vaping in the restroom continues to be a major problem. I do not know what we can do to resolve the issue.”

“Phones and bathrooms. I see kids all the time during class walking in the hall, into and out of the bathroom on their phones. I would love to move to no student phones at all. A few years ago, I would never have said this, but this problem seems to be getting worse. Students are finding times and places that are unsupervised to do things that are against the rules, and phones play a big part in that. I think we should tighten up bathroom use / leaving the room if at all possible. Maybe adding some supervision to bathrooms / hallways during times passes are allowed. This would go along with being more vigilant with passes.”

What is something new that we need (something we haven't tried that we need to try)?

Nearly all of the responses talked about the need to reward and recognize students who are exhibiting the behaviors we want to see, and finding ways to publicize the great things happening in our building. Teachers want us to come up with incentives that might get more students to push themselves. We also received quite a few comments asking for a ban on cell phones, headphones, and earbuds / airpods.

Here are some quotes:

"I like the idea of having guest speakers to speak on school culture and maybe even one session talking about the dangers of vaping."

"I would like to try a store for middle schoolers. We know that their study skills / social skills in school are lacking. What if we gave out tokens / online cash / fake cash / tickets or something along those lines and had an end of the day store they could buy from on Fridays during access? We could even let them spend their cash / tokens at breakfast cart (possibly... I don't know the rules). I feel like kids LOVE FOOD AND SNACKS and if we work on a social skill a week, they could earn those tokens or cash for following that social skill."

"Peer mentoring"

"I don't know where this belongs, but I think it would be worth the fight to start a no-phone policy. This was another area in which many students expressed frustration. Several said they would be fine with no phones. (I didn't prompt that, they gave me that response of their own free will.)"

"I feel like we need to celebrate our students' success. We need to celebrate and reward students who have a strong work ethic, are excelling in the classroom, are going the extra mile to help out, are being leaders in and out of school, are being a helpful peer, are a positive role model, and are displaying integrity. From the small things like updating our star board outside of Mr. Fish's office and the behavior grade board with 4's outside of your office, to a treat like a drink from the concession stand or ice cream to a bigger celebration like watching a movie in the gym or having a free access to hand out with peers. I personally feel like recognizing the students who are doing well will influence other students to work harder to achieve similar rewards."

My thoughts

Overall, I was pleased by the input I received. I thought it was instructive and appropriate. If everything had been positive, I wouldn't have trusted the data, and it would tell me that teachers aren't engaged or invested in what they're doing. If it was all negative, I would feel like I was failing them somehow. This information seemed like an appropriate mix to me.

I thought it was interesting that the one through-line you can see in all the comments is support. Teachers are happy when they feel supported. Teachers are frustrated when they feel like we're lacking support in a given area. Teachers think our school will be improved if we can find ways to support students and their positive behaviors. It gives you a pretty clear look at what our teachers value. They value support. That is something that I will keep in mind as a driving force in every decision I make,

because I know how important it is to my staff. They've told me in their own words. I know you probably get tired of hearing me tell you what an amazing staff I work with, but in my mind, these comments from teachers are one more point of data to support what I'm saying. Our secondary staff is out of this world, and working side by side with them every day is a blessing.

The challenge now for me is to identify the biggest issues we have (because you can't tackle them all), and figure out a plan of attack to address them. Identifying problems is important, but that's only the tip of the iceberg. Finding solutions that are defensible, reasonable, clear, and effective is a much bigger challenge. In all likelihood, I'll want to bounce some ideas off of you all at our retreat. I will say this: I feel like we're heading toward a breaking point with the phones. I've been considering going no phones in grades 7 and 8 next semester. I'm seeing other schools who are going a similar direction. Any input you have on this topic will be appreciated.

I hope you all have a wonderful Holiday Season! Thank you for the opportunity to be a part of our Scout Family. I consider myself to be a very lucky man.

DAVID CITY

SECONDARY

NEWSLETTER

Mid-season One-Act Update



My favorite part of One Act every year is working with students to build a story using art, music, and acting. This program does a great job of integrating students' unique skills and personalities to create a unified result. This year's production of "Rue" by Mandy Connor is no exception. Students representing every class at David City High School have spent early mornings, afternoons after school, and evenings practicing telling this swamp story. At the time of writing this, the DC One Act team has competed at three competitions and several festivals. The team has placed runner-up at the Norfolk and York invitationals— both very competitive meets. DC also won their conference meet at Milford. Our team is dedicated to excellence. With a history of numerous state championships, the team feels a responsibility always to strive to be better. -Mr. Dallmann



Important Dates

December 13
School Board Mtg

December 18
Holiday Concert

December 23-
January 3
No School



Yearbooks For Sale! *It's not too late to save \$5 per yearbook for your 7 - 12 grader. Get a \$45 check or cash to Pam in the office or send it along with your student to give to Mrs. Noonan or Mrs. Olson. After Dec. 21, the price is \$50. We also have a few of last year's yearbooks for sale for \$50. Thank you for supporting our student journalists!*

David City High School
750 D Street
David City, NE 68632-1724
Phone: 402-367-3187
Fax: 402-367-3479

National Honor Society Give Back One Event at a Time

One of National Honor Society's pillars is service. With that said, members have been committed this school year to serving the greater good of the community by not only holding their own fundraisers to give back but also volunteering their own time to assist at various local events. Members of National Honor Society began their school year with their annual jersey auction during Homecoming Week in September. Members encouraged students to place their bids in order to wear a football player's jersey. A total of \$327.00 was raised of which \$100.00 was donated to the David City Elementary Backpack Program and the rest was used to purchase a few bikes and scooters for the local Stuff the Cruiser event held each year. Both charities give back to our students by providing food for our youth and presents under their trees during the holiday season.

In October, members also held their annual Scare Away Hunger Campaign. All students were encouraged to dress up for Halloween. Those participating donated either \$2.00 or brought in 2 non-perishable items to restock our local food pantry. The Ghouls and Goblins of David City Middle/High School really stepped up and because of their efforts, we were able to donate over 128 non-perishable food items and \$158.00 to Rural Food Connections in town which provides food to those struggling to make ends meet. This year 33% of our staff and student body supported our Scare Away Hunger campaign. Funniest Costume was awarded to Chase Kuhlman who was dressed as a blind ref whereas in the category of Best Duo were Cassandra Maxwell and Israel Martinez who dressed like Beanie Babies. Furthermore, there was a tie for Best Group between the Founding Fathers and the Constitution consisting of Emma Zimmerman, Kayla Wieseler, Caden Schmid, Ava Hlavac, Bella Heins, Emma Hoepfner, Sadie Nicolas, and Brayleigh Osantowski and the Mystery Gang who was composed of Braxten Osantowski, Tristan Schmit, Jonathan Sosa Palencia, Alex Thoendel, and Stanley Allen. The Founding Fathers and the Constitution were also presented with the Most Creative Costume for their unique attire. Scariest Costume was presented to Hannah Pokrinchak who was dressed as a scary clown, Best Dressed Faculty Member was awarded to Mr. Orta who was a Super Mario, and Best Dressed NHS member went to Stanley Allen who was dressed up as a Daphne from the Mystery Gang. Cameron Hlavac received Best Overall Costume as Spiderman. All efforts helped to restock the pantry during the winter months.

In addition to our group efforts to give back, individual members have also volunteered their own time to help too. Before school started, members helped set up for Relay for Life, gave tours to alumni, and lent a hand to the committee putting on the 150th Celebration by helping with the drone show. More recently, members have also stepped up to assist our community's annual Trunk or Treat. Members distributed candy to trunks who ran out during the event and visited with youth participating in the event. In addition, other members helped our athletic director at the SNC Cross Country Meet. Furthermore, a few other members served breakfast, cleaned up tables, and handed out meals in the drive-thru at the Christmas on the Bricks breakfast while yet others volunteered their time at a local church soup supper. And yet, another member assisted at Blue Valley Community Action.

Regardless of the task at hand, National Honor Society members have been busy giving back their service in various ways already this school year and look forward to continuing to help address the needs in our school and in our community in the future too.





Meet the DCHS Math Department



Amy Backstrom-HS geometry, algebra 3, FST, calculus, & PDM

Mrs. Backstrom has been working at DCHS for 28 years. She graduated from Wayne High School, and later Wayne State College in Wayne, Nebraska. She teaches Geometry, Algebra 3, Functions Statistics and Trigonometry, Pre-Discrete Mathematics, and Calculus. Mrs. Backstrom is also the sponsor of Student Council and has been lucky enough to attend prom for 34 years and counting as she also sponsors the junior class.



Tracy Behrns-MS math, HS algebra, and geometry

Mrs. Behrns is in her 24th year of teaching at David City High School. She graduated from David City High School and went on to get her Bachelor's degree from Concordia University. Mrs. Behrns has a Master's degree from Doane College in Curriculum and Instruction. She has coached basketball and been very involved in youth sports for our elementary students. Mrs. Behrns and her husband Brian are originally from this area and have three kids that either are or have attended David City Public Schools. She teaches math to students from grades 7 - 12.



Sam Schlautman-MS accelerated math, HS algebra, and advanced algebra

Mr. Schlautman has been working at David City High School for 8 years. He graduated from Howells High School then Doane College. He teaches both middle school and high school math, and coaches both girls basketball and high school track. Mr. Schlautman also has earned a Master's Degree in Curriculum and Instruction from Peru State College. In his free time he enjoys playing basketball and golfing.

Middle School Leadership Team

Congratulations to the middle school students chosen by their peers and teachers to serve on the 2023-2024 middle school leadership team. This year the team consists of Brayleigh Osantowski, Regina Garcia, Caden Schmid, Sadie Nicolas, Bella Heins, Chase Kuhlman (front row), Neil Zrust, Alec Wieser, Jacob Hlavac, Jeffry Vasquez, Aden Andel, and Trevin Jahde (back row).

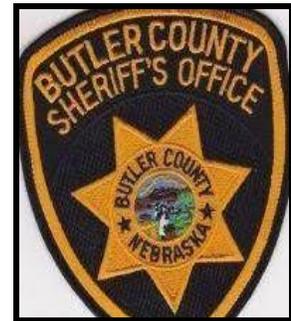


Artist of the Month

The Artist of the Month this time around is Tayja Slonecker! Tayja is a freshman enrolled in Art 1 class. She is the daughter of Josh Slonecker of Linwood and Holly Tichota of Schuyler. Students were asked to depict the textures of a furry animal with an ink pen. Tayja had this to say about her drawing. "I think it's pretty good, but there could have been some improvement on some of the spots."



Local Agency Spotlight



This month we are highlighting significant pillars of our public safety here in Butler County, which are the Butler County Sheriff's Department and the David City Police Department. Both the Sheriff's Department and the Police Department are committed to promoting a safe and secure community. Furthermore, the Sheriff's and Police Departments make it their mission to protect citizens and property, prevent crime, and enforce laws. Both the Butler County Sheriff's Department and the David City Police Department have been gracious in providing our students with job shadow experiences that offer hands-on learning opportunities. In addition to that, they have been in attendance at our annual career fair giving students an opportunity to ask questions and explore a career in law enforcement.

The best place for the most up-to-date information, including the official district calendar of events, is the district website:

www.davidcitypublicschools.org



Chad Lindsley
Board Report
12/13/2023

I want to highlight the upcoming assembly we will have on Jan. 8 from Steered Straight. Board members are welcome to attend any of the sessions if they would like. We will also have information from the group to send out to parents. We plan to invite local stakeholders including but not limited to the local police, sheriff, and others to this event we are hosting.

10:00-11:30 9th-12 grade assembly in the gym
1:30-3:00 6th-8th grade assembly in the gym
3:45-4:30 Optional professional development for staff or stakeholders in the board rooms

I have also attached a copy of the November newsletter to this report. As you can see, we are trying to highlight different staff members each month as part of our action plan to recognize the teachers. This newsletter is only made possible with the contributions of our teachers.

I cannot turn in a monthly report without giving a huge shout-out to our one-act coaches and team for winning the state championship!

On the curriculum side of things our math and ELA teachers are working to become more and more familiar with implementing the new curriculum. The trainings have been helpful and I would expect to start some initial meetings this next semester to work through the curriculum process.

Mikhail Happ
December Board Report
David City Elementary
December 4, 2023

Happy December! It is hard to believe that our first semester is almost complete. Over the course of the next few weeks prior to finishing up semester one of the 2023-24 school year, we will be completing all of our winter benchmark testing in both DIBELS and MAP. Over the next couple of weeks we will also finish the semester with our annual K-3 Christmas Program, our Quarter 2 Scout Camp Celebration, and our Awards Ceremony. We have a lot to celebrate in our first semester, so as a staff we will meet next week in order to reflect and review the many happenings over the first semester at DCES. In this board report, you will find information on our Family Literacy Night, Veterans Day Program/Dinner, and December events and happenings.

Family Literacy Night

On November 9th, DCES and its staff celebrated our Fall Family Night. The sole purpose of this night is to welcome our families into our building during non school hours. Our theme this year was to “Grow in our Community.” We invited community organizations into the school in order to promote their services from around the community and to do a little activity with the students. We had Butler County Health, David City Fire Dept. David City Police Dept, the public library, and our school nurse. Each organization had activities for students to participate in from making bookmarks and bird feeders to coloring and reading stories. All staff participated as well with their own activities in their classrooms. We had a pretty good turnout, but it was down from past years. We had around 65 families present with a total of 197 people.

Veterans Day Program/Dinner

This year, due to no school on November 10, we celebrated Veterans Day on November 9th. This year, to honor our Veterans, our Student Leadership Team led the planning and performance of a Veterans Day Program. The program was a great success where our students

honored our Veterans through a video, speeches, and songs. After the program, the Veterans were invited into the classrooms to participate in an activity with the students, and then enjoyed a hot lunch provided by the school. We had a turnout of around 25 Veterans, which was a bit lower than past participation. I would like to thank our Student leadership Team, and Amy Moravec for their hard work in making this day a special event.

December Events

It has been a fast first semester, which means that semester 2 will go even faster. I can already tell that everyone is getting excited for the Christmas season, which can also cause some stress and anxiety in both students and staff. For the three weeks in December, I have worked in order to incorporate some tis the season fun for staff. Every day there is an opportunity for staff to participate in either dressing up or an activity to either learn more about one another or to work together in order to accomplish an overall goal. Hopefully these activities will support bringing staff together to have a little fun and to celebrate the holiday season.

During our December staff meeting, we took the time as a staff to both celebrate and reflect on our school year thus far. I asked some reflective questions for the staff to discuss in small groups and then to share out. We then took some time in order to discuss how we, as a staff, can better promote DCES. The main topic of this discussion focused on the premise that we are the ones that write our story and if we don't then others will. I talked with staff on how we can work harder as a team in order to better tell our story. The overall discussion was centered on how we can get better at posting out the great things happening within our walls on a daily basis. I wish everyone could see the amazing learning experiences our students are getting each day from our staff.

I would like to wish the board of education a happy and safe holiday season.

Merry Christmas and Happy New Year

Bellwood Elementary Board of Education Report
December 2023

It is crazy to think that we are already into December. This has been a busy year and the last month has been no exception.

NEP Profile

Here is a link to the NEP Profile for Bellwood Elementary for the 2022-23 school year. [Link](#)

Fall Disney Family Literacy Night

On Tuesday, November 14th we had our Fall Family Literacy Night which was centered around our Disney theme. This event is required as a part of our Title I plan. With being a new Title I teacher, this was Mrs. Badsteiber's first Family Engagement Night activity. We worked collaboratively to plan it. The event started out with our Title I parent meeting that we are required to have one time per year. Mrs. Badsteiber went over some basic Title I information. Families then spread out and played different Disney games and went to different stations. Overall, it was a great event and everyone who attended had a lot of fun.



DESSA

The DESSA, which stands for the Devereux Students Strengths Assessment, is a social emotional screener that identifies student strengths and any areas that need intervention. Teachers fill out questions about students on this social emotional screener which we are to have as a part of PBIS. As a result of the results of this, these are some things we are doing to meet student needs.

- On Tuesdays, Mrs. Glodoski takes two different small groups of students for small group lessons over lunch. While they are eating, they talk through different social emotional lessons that were flagged as an area of need.
- On Thursdays, I take the 1st grade class for "Lunch and Learn." They eat while we talk about different topics. So far, the students really seem to enjoy this time.
- One of the areas some of our students need to work on is self-regulation. Therefore, we have gotten the supplies ready for each teacher to have a calming corner/peaceful spot where students can go if they need to regulate their emotions. In these areas, students will have access to fidgets, different activities to do to regulate emotions such as Yoga or Breathing activities, and things to do to help them calm down such as putting together a puzzle. We rolled out the Calming Corners/Peaceful Spots on Monday December 11th at our Monday Morning Chat.

Winter Assessments

We conducted our NWEA MAPS and DIBELS assessments during the week of December 3rd through the 8th. Testing sessions seemed to go well, and most students have shown a lot of growth. We will be looking at these results and making decisions on what groups on intervention and enrichment groups at our December 13th grade level meetings.

Triple C Meetings (Time to Communicate, Connect, and Collaborate)

- Weekly, we have our curriculum meetings for each grade level with David City staff via zoom. This year we are mapping out our reading curriculum. These meetings are going well. Teachers know the process and are getting a lot done each week. We seem to have a good system down as we have been doing this for several months now.
- On December 6th, we met face to face with 2nd grade teachers on Wednesday morning to discuss some social studies questions that have come up. We were able to accomplish a lot during this time, get a lot of questions answered, and talk through some things. We came up with a good guide to use.

Preschool Updates

Implementing the new preschool curriculum is going well. Teachers have been sharing lots of positives in our weekly meetings, and they are surprised by all that students are picking up. Students are exposed to a lot of different vocabulary, and they seem to be picking it up well. This year, our teachers have worked together to develop a report card. In the past, they have used reports from our assessment, but not necessarily a report card. Therefore, they worked together to develop one that is updated quarterly. When we met with teachers this week, they were excited at how much growth students have already shown this year as they are currently collecting data for the upcoming report card.

Culture Advisory Committee Meeting

On November 15th, I had my first Culture Advisory Committee meeting. Overall, I think it went well. The team talked about items related to culture that were positive and things that we can address. They helped me plan the activities that we are going to do with staff in December. Overall, the input was good and it was a positive solution-focused meeting. Those on the committee are Justine Quintero, Elizabeth Grosc, Jamie Badsteiber, Lori Meusch, and Morgana Lukert.

For December, we are doing several culture building activities with staff. Teachers are participating in secret santa and we are also having Reindeer Games competitions on Mondays where teachers compete on teams against each other. We also have treats in the teacher's lounge on the day of competition. We are doing our best to add some holiday cheer to the month.

PTO Report

Bellwood's PTO has been busy supporting our school.

- In October, students sold Eileen's Cookies to raise money for the PTO. The cookies were delivered in November. Prizes to the top sellers were handed out last week at our Monday Morning Chat. The students sold 440 tubs of cookies which raised \$3,500 in profit for the PTO,
- As a present to teachers, the PTO has ordered each certified teacher in Bellwood items from their wishlist to use in their classroom. The teachers are very thankful for these items and have ordered a variety of things to add to their classrooms.
- This past Friday night, December 8th, the PTO held a Family Movie Night in the gym. We watched The Santa Clause. It was a fun night for families.



Upcoming Events

- Winter Music Program - December 14th at 6:30 pm
- End of the Quarter Celebration - December 22nd

As you can see, there is a lot happening at Bellwood Elementary. Please let me know if you have any questions.

Peggy Romshek
Bellwood Elementary Principal

12/11/23

School Board Report: Special Education
Submitted by: Kari Daniels

Testing is nearly complete. That means that it is almost time for holiday break! Unfortunately, this testing window always coincides with cold and flu season. There has yet to be a massive outbreak, thankfully, but there are always students who need to make up portions of assessments due to absence. Again, I want to give a special shout out to the special education teachers who work their magic to ensure that all accommodations are accounted for and that absent students get the chance to show us how much they have learned. As defined by the NDE, "Accommodations/accessibility supports are practices and procedures in the areas of presentation, response, setting, timing, and scheduling that provides equitable access during instruction and assessments for students with disabilities." www.education.ne.gov/wp-content/uploads/2022/05/Accommodations-Guidelines-2022-NE.pdf Determining what those supports and practices look like has been broken down into 5 specific steps.



A preliminary review of some student data at DCE has shown great growth in both math and reading. This is believed to be due, in part, to our inclusion efforts at the elementary level. As a special education department, we will be evaluating the data we receive from the testing to help inform instruction and to choose interventions. These tests do allow us to watch for rapid guessing and other behaviors that do not reflect a student's best effort. Thankfully, the vast majority of our students understand the importance of these tests and are eager to show us what they have learned. Students also set personal goals for themselves and are anxious to see if they have achieved their goals.

The Nebraska Department of Education Office of Special Education recently released school districts' data relating to the number of students receiving special education services. The following is David City's information as compared to the state average.

Data Years	State	District
2022-2023	16.45%	22.99%
2021-2022	15.92%	20.59%
2020-2021	15.67%	20.65%
2019-2020	15.56%	21.43%
2018-2019	15.48%	21.02%

<https://nep.education.ne.gov/Districts/Index/12-0056-000?DataYears=20222023&type=#program-participation#sped>

As illustrated by this chart, David City's special education rate is increasing at a higher rate than the state average. There is no single answer for why this is happening. Could it be our location? David City is located about 30 minutes from Seward and Columbus and approximately 1 hour from parts of Lincoln and Omaha. Could it be additional schools within our boundaries? Students attending the parochial schools, who may be from another school district, are also included in our special education numbers. What we do know is that there is a legal process that must be followed and that David City has developed its own policies and procedures detailing criteria that must be met before a student is eligible to receive special education services. I am confident that all of our placements have met that criterion and are truly in need of and eligible for special education services under NDE Rule 51 and IDEA.

There are many loose ends to tie up before the end of the semester. Post evaluation conferences need to be completed and data needs to continue to be analyzed for ILCD reporting. This first semester has flown by and I can't wait to see what 2024 has in store. I hope that you are all enjoying this holiday season and that you get the opportunity to spend time with family and friends.

Happy Holidays!!

All Scouts Have Power

Activities Director Weekly Report 12/10/23

Overall

The One Act team was crowned C-1 State Champions with multiple actors receiving Superior Acting Awards. Hannah Scribner was awarded the Most Outstanding Actress Award. The team was led into town by the David City Fire Department and David City Police Department. The team was recognized with a celebration pep rally on Friday, 12/8 where all the cast, crew and coaches were recognized for this outstanding achievement.

Winter Activities are well underway. So far we have seen some up and down performances based on the night. The boys basketball team picked a big win over Elmwood-Murdock on Saturday, Dec. 9th. The Blue River Wrestling team finished second at the North Bend Wrestling Invite as the boys team was crowned champions at the Stanton Wrestling Invite.

Coaches surveys have been scheduled for Dec. 22nd to be taken by the high school basketball and wrestling teams. These surveys are intended to assist the coaches by gathering input from the players that will assist in their development.

Schedule:

No changes were made to the schedule this month.

Budget/ Staff:

- Shot clocks and backboard lights have been purchased for the high school gym.
- The current cost per basketball official for one game is \$70.00.
- After looking into a variety of options to convert the football field to 8-man, a 4" vinyl removable sideline was purchased from Lincoln Tent and Awning. This is the same sideline that is used for state football 8-man finals at Memorial Stadium.



David City Public Schools

2022-2023 Annual Report

750 D Street www.davidcitypublicschools.org 402-367-4590

X: @DC_Scouts Facebook: David City Public Schools



David City Public Schools Opens Greenhouse Promoting Agricultural Education

The DCPS greenhouse enhances horticulture, floriculture, plant science, and biology courses. Plants grown in the DCPS greenhouse will also

benefit the school lunch program by providing vegetables for the salad bar available daily to students Kindergarten through 12th grade.

Student Population Characteristics

David City Peers State

Students enrolled in SpEd*	23%	15%	16%
Free/Reduced Meals	47%	31%	50%
High Ability Learners	9%	8%	13%
English Language Learners	4%	6%	8%

*Including non-public school students served by DCPS

**TEACHERS WITH
MASTERS DEGREES
OR HIGHER**

**David City: 47.5%
State: 58.3%**



All Scouts Have Power

**AVERAGE YEARS OF
TEACHING
EXPERIENCE**

**David City: 14.4
State: 13.9**



**DCPS Girls'
Wrestling
Inaugural Season**



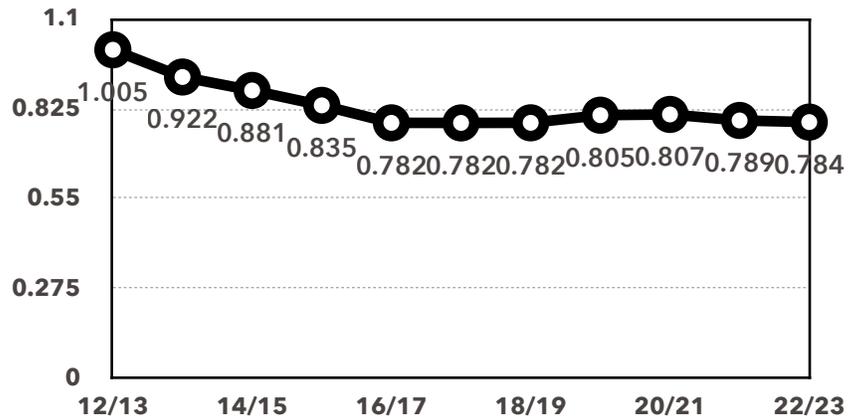
**2023 Class C1
Speech State
Champions**



**2022/23
Division 3 Esports
State Champions
Rocket League, StarCraft 2,
& Smash Bros Ultimate**

2022/2023 Enrollment			
Grade	Girls	Boys	Total
PK	25	42	67
K	17	20	37
1st	28	25	53
2nd	21	21	42
3rd	27	17	44
4th	23	20	43
5th	18	19	37
6th	20	25	45
7th	31	30	61
8th	29	25	54
9th	21	22	43
10th	31	20	51
11th	20	28	48
12th	28	23	51

2012-2023 Tax Levy



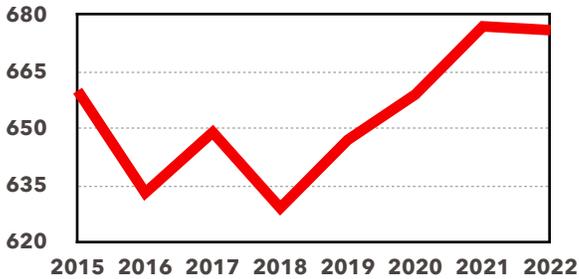
Transportation

Year	Route Miles	Activity Miles	Total Miles
2022/23	100,248	60,732	160,980
2021/22	108,625	48,116	156,741
2020/21	126,774	43,895	170,669
2019/20*	93,040	54,478	147,518

District Valuation and State Aid

Year	Valuation	State Aid
2022/23	\$1,397,154,511	\$130,944
2021/22	\$1,366,953,747	\$122,855
2020/21	\$1,332,923,317	\$123,700
2019/20	\$1,325,085,417	\$104,779

Enrollment Trends

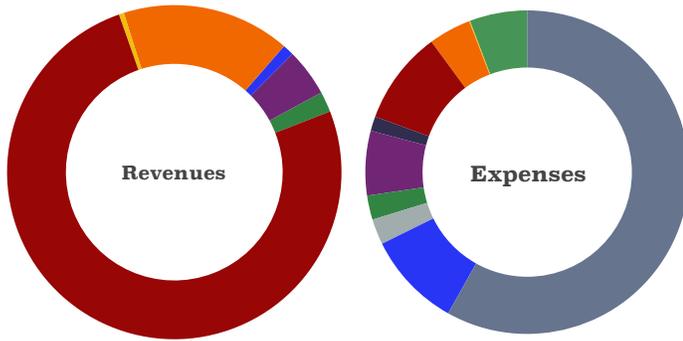


Property Tax Request

Year	Building Fund	General Fund	Total
2022/23	\$1,308,581	\$9,381,616	\$10,940,197
2021/22	\$1,308,581	\$9,193,703	\$10,752,284
2020/21	\$1,308,581	\$9,193,703	\$10,752,284
2019/20	\$1,182,828	\$9,294,191	\$10,652,776
2018/19	\$1,182,828	\$8,966,554	\$10,525,139
2017/18	\$1,182,828	\$8,966,544	\$10,525,139
2016/17	\$1,182,985	\$8,952,061	\$10,511,282



Financial



- Local Receipts
- Instruction Services
- County Receipts
- Student Support Services
- State Receipts other than TEEOSA
- Instruction Support Services
- State Aid (TEEOSA)
- General Administration
- Federal Receipts
- Office of the Principal
- Other Financing Sources
- Central Services
- Operation & Maintenance
- Transportation
- State Categorical Programs
- Total Federal Programs

David City vs. State of Nebraska

David City		NE Average
95%	Attendance Rate	93%
98%	Graduation Rate	87%
73%	College-Going Rate	73%

NSCAS ACT % Proficient (3rd Year Cohort)

	David City	Peers	State
Science	52%	63%	49%
Math	48%	53%	42%
English/Language Arts	41%	57%	46%

Average Scale Scores	English	Math	Science
	16.3	18.9	18.6

ALL Juniors are required to take the ACT

Statewide Assessment (Proficient Grades 3-8)

	David City	Peers	State
Science*	78%	79%	58%
Math	77%	73%	61%
English/Language Arts	65%	65%	58%

*State Science Assessment is restricted to grades 5 and 8 only



Southern Nebraska Conference One-Act Champions & State Runner-up



DAVID CITY BOARD OF EDUCATION

- Stephanie Summers-President
- Marcus Thoendel-Vice President
- Aaron Rerucha-Secretary
- Justin Krafka
- Kasey Kuhlman
- Don Moravec
- Ava Neujahr-Student
- Jonathan Sosa-Palencia-Student

RESOLUTION

WHEREAS, the Board of David City Public Schools (“School District”), has reviewed a copy of the Special Education Expansion Program (“Program”) proposal as provided by Educational Service Unit 7 (“ESU”) who will act as Coordinating Agency for the construction or remodel of a special education building; and,

WHEREAS, the Board believes that it is in the best interest of the School District to participate in the Program project;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the Board hereby adopts the following Resolutions:

BE IT RESOLVED, that the School District shall become a Partner School District in the Program project as outlined in the Program proposal;

ADOPTED AND APPROVED this _____ day of _____, 20__.

David City Public Schools

By: _____
Authorized Board Representative

11-20-2023

**INTERLOCAL AGREEMENT FOR
SPECIAL EDUCATION BUILDING PROJECT**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between:

- Educational Service Unit No. 7 ("ESU 7");
- Boone County School District 06-0001, commonly known as Boone Central Public Schools ("Boone Central"); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools ("Central City").
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools ("Clarkson").
- Platte County School District 71-0001, commonly known as Columbus Public Schools ("Columbus").
- Polk County School District 72-0015, commonly known as Cross County Public Schools ("Cross County").
- Butler County School District 12-0056, commonly known as David City Public Schools ("David City").
- Butler County School District 12-0502, commonly known as East Butler Public Schools ("East Butler").
- Nance County School District 63-0001, commonly known as Fullerton Public Schools ("Fullerton").
- Polk County School District 72-0075, commonly known as High Plains Community Schools ("High Plains").
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools ("Howells-Dodge").
- Platte County School District 71-0067, commonly known as Humphrey Public Schools ("Humphrey").
- Platte County School District 71-0005, commonly known as Lakeview Community Schools ("Lakeview").
- Colfax County School District 19-0039, commonly known as Leigh Community Schools ("Leigh").
- Polk County School District 72-0019, commonly known as Osceola Public Schools ("Osceola").

11-20-2023

- Merrick County School District 61-00949 commonly known as Palmer Public Schools ("Palmer").
- Colfax County School District 19-0123, commonly known as Schuyler Community Schools ("Schuyler").
- Polk County School District 72-0032, commonly known as Shelby-Rising Schools ("Shelby-Rising").
- Boone County School District 06-0017, Commonly known as St. Edward Public Schools ("St. Edward").
- Nance County School District 63-0030, commonly known as Twin River Public Schools ("Twin River").

The school districts are referred to collectively as "Districts." ESU 7 and the Districts are referred to collectively as "Parties."

WHEREAS, the Act provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the Parties are a school district and an ESU and, therefore, also public agencies and political subdivisions of the State of Nebraska;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

2. Purpose. The purpose of this Agreement is to construct and operate a special education program (hereinafter "Program") at ESU 7 and to enter into any arrangements or agreements that are desirable or necessary to achieve this purpose.

11-20-2023

3. Term. This Agreement shall commence on January 1, 2024 and shall continue until terminated by the Parties as provided herein.

4. Administration. The School Districts' superintendents and the ESU 7 Administrator ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

5. Fiscal Agent. ESU 7 shall serve as the fiscal agent for the purposes of this Agreement. The fiscal agent shall segregate funds contributed to a project pursuant to this Agreement from other funds it maintains and shall provide quarterly statements to the Parties of all activity. The fiscal agent will thereafter be authorized to make all necessary and appropriate expenditures in support of the project, unless said expenditures would cause the project to exceed the approved budget by more than \$100,000. If the fiscal agent deems it necessary to exceed a project budget by more than \$100,000, the agent shall request approval from the Parties' boards of education for the over-budget expenditure.

6. Control and Supervision. ESU 7 shall exercise the degree of control and supervision of the Program as necessary to achieve the purpose(s) of this agreement. Such control and supervision will include the enforcement of any rules and regulations adopted by the Parties for the safety of persons engaged in use of the Program.

7. Operations and Use. ESU 7 shall develop, on or before July 1, 2024), a plan for the operation of the Program (hereinafter "Use Schedule"). The Use Schedule may be amended or changed from time to time by ESU 7.

8. Use of Program by Other Persons or Organizations. The Parties may allow other individuals, entities, or organizations as is allowed by ESU 7 Facilities Use Policy.

9. Care and Maintenance. ESU 7 shall be responsible for the general maintenance and care of the Program, subject to financial payments or contributions made by the Districts.

10. Program Improvements. ESU 7 may make such alterations, improvements, and repairs to the Program as it desires without other Parties' approval. In circumstances where (1) capital construction additions or improvement expenses will be passed on to the Parties, the other Parties' must approve said Program improvements in writing and (2) the alterations, improvements, or repairs that need to be approved by the appropriate regulatory authority are so approved by that authority. Each Party agrees to be responsible for the payment of any and all repairs, alterations, improvements, and replacements it makes to the Program

11-20-2023

except as otherwise agreed to by the parties in writing. All improvements made to the Program shall be and remain the personal property of the Party that owns the real property on which the improvements are located upon the termination of this Agreement, and shall remain with the Program at the termination of this Agreement for any reason.

11. Utilities. ESU 7 shall be responsible for the payment of all utilities.

12. Financial Contribution. The Program will be funded in two ways.

A. Program Tuition.

1. Parties with eligible students enrolled in the Program the first academic year, 2024-2025, will be obligated to pay the full-year tuition regardless of their students' attendance, except in cases where one of the following circumstances arises: (1) Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers, or (2) If a student leaves the Program, another district fills the vacancy.
2. After the first academic year, 2025-2026 and beyond, will pay tuition for eligible students enrolled in the Program.

B. Building Fee.

1. Each Party shall pay a \$40 daily building fee for students who attend the Program. This building fee may not be eligible for special education reimbursement.

13. ESU 7 Responsibilities. ESU7 agrees to act as the Consortium Coordinating Agency, and as such, agrees to:

- A.** Furnish the Special Education personnel for the Program as well as administrative personnel to manage all administrative duties in regard to this Agreement.
- B.** Perform all the bookkeeping and financial operations necessary to manage this Agreement.
- C.** Prepare and submit all necessary reports and agreements as required for the management of this Agreement.
- D.** Not exceed the budget or spending guidelines as set forth in the School District's monetary contribution.

14. Expenses. Unless provided otherwise herein, all expenses resulting from this Agreement shall be shared and paid equally by the Parties.

15. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of ESU 7. ESU 7 shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

16. Financing and Budgeting. The Administrators will prepare and approve a budget on an annual basis based on a fiscal year that begins on September 1st and ends on August 31st. Each Party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this Agreement. Each Party agrees to pay an amount determined by the Administrators to fulfill its share and obligations under the budget pursuant to any terms or deadlines determined by the Administrators.

17. Damage or Destruction. The Parties agree that in the event of the damage or destruction of the Program, they shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Program beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Program, this Agreement shall terminate.

18. Taxes. This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816. The Party owning the Property will be liable for any real estate tax or assessment on such Property.

19. Nondiscrimination. The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

20. Employment Eligibility Verification. The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system

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to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

21. Termination. The Parties may terminate this Agreement prior to its scheduled termination date only if each of the Parties' governing boards pass a resolution and submit a copy of it to the other Parties. Any funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

22. Default. A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

23. Liability Insurance. Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

24. New Members. The Parties may add additional parties to this Agreement by the majority consent of the then current member Parties. The Administrators shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

25. Notice. Each Party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School Districts' superintendents and the ESU 7 Administrator at the address on file with the Nebraska Department of Education. Notice is effective only if the party giving the Notice has complied with this section.

26. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue

authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

27. Reservation of Rights. Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

28. Amendments and Modifications. The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

29. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

30. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

31. Assignment. The Parties shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other Parties.

32. Entire Agreement. The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

David City Public Schools

By: _____

Name: _____

Title: _____

Date: _____

11-20-2023

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____



Educational Service Unit 7 Special Education Expansion Program Proposal

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Project Proposal

The Educational Service Unit 7 located in Columbus, Nebraska, presents a proposal for the expansion of the existing ESU 7 Level III programs aimed at providing comprehensive support to students facing significant learning and developmental challenges. This proposal introduces a program referred to as "Program" within the context of this document.

The Program is designed to offer robust assistance to low-functioning students with autism or complex disorders within ESU 7 school districts situated in a seven-county vicinity, spanning from kindergarten to individuals up to the age of 21 (see [Appendix A: Project Partners](#)). An application procedure will be in place to determine the eligibility of students for enrollment in the Program (see [Appendix B: Program Application DRAFT](#)). Those enrolled in the Program will focus on developing essential life skills, enhancing social interactions, improving communication abilities, and acquiring the necessary behavioral skills to thrive in their respective environments.

The tuition and building fees associated with the Program will be invoiced to the school districts with students participating in the Program. It's important to note that building fees are not eligible for special education reimbursement, and this distinction will be clearly indicated on the tuition bill to the respective districts.

The Program is scheduled to be housed within a repurposed classroom in the Learning Academy on the ESU 7 campus, commencing in the academic year 2024-2025, with an initial limited student capacity of up to five (see [Appendix C: Timeline](#)). Following

essential renovations, the Program will be relocated to the South Building, allowing for full enrollment capacity of up to ten students beginning in August, 2025.

Rationale

ESU 7's commitment to providing comprehensive support for students with autism or similar complex disabilities of low functioning has been an ongoing and central focus for the school districts since 2014. On an annual and continuous basis, the ESU 7 Special Education Director actively collaborates with school districts to assess and address their unique special education requirements. Service contracts are meticulously tailored to address these specific needs. These critical deliberations take place during Annual Consultation Meetings, culminating in the finalization of essential services, training initiatives, and specialized support for districts, educators, and students.

The pressing need for an additional Level III program, dedicated to addressing the unique challenges posed by high-needs autism and related disorders, has consistently surfaced as a prominent concern. During the most recent service planning meeting with Superintendents, the establishment of a high-needs autism program emerged as a top priority for multiple districts. The demand for additional, highly targeted, and intensive support remains an unmet need within ESU 7's member districts.

It is important to note that while ESU 7 currently offers support to school districts, educators, and students, this assistance is not structured in the form of a specialized program situated on the ESU 7 campus. Instead, ESU 7 personnel have been instrumental in supporting schools and students through a multifaceted approach. This approach

encompasses the creation of specialized programming within districts, active involvement,

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in Individualized Education Plan development, meeting support, assistance with curriculum design, behavior analysis and support, specialized training in autism and related fields for staff, and model teaching.

Service Planning

Service planning for the academic year 2023-2024 was successfully concluded in December 2022. During this period, the development of a program on the ESU 7 campus, tailored to students with severe autism or other complex disabilities, garnered heightened attention. It became apparent that a more comprehensive analysis, involving the collection of additional data and thorough discussion, was necessary to ascertain the priority of this service.

Subsequently, planning for the ESU 7 Service Plan for the academic year 2024-2025 commenced in August 2023. The perceptual data analysis underscored the imperative need for a specialized education program designed to address the unique requirements of students who exhibit low functioning capabilities. These students are predominantly afflicted by significant autism and related disorders, leading to pronounced communication and behavioral challenges.

Upon establishing the priority of implementing a program tailored to students with low functioning, severe autism, and related disorders, superintendents were tasked with initiating discussions on this program with their respective district administration teams. Subsequently, a Zoom meeting was convened on October 6, 2023, with the aim of engaging districts interested in the Program. It is noteworthy that twelve districts actively

participated in the Zoom meeting, each expressing a genuine interest and identifying potential students within their purview.

To facilitate informed decision-making at the district level, requests for cost estimations were issued in preparation for the upcoming district board meetings. Concurrently, comprehensive communication, encapsulated in [Appendix D: Correspondence](#), was disseminated to superintendents in preparation for their October 2023 board meetings.

Existing Structure

ESU 7 possesses ownership of the South Building structure, encompassing an estimated 12,000 square feet, with plans to renovate approximately 1,200 square feet, as detailed in [Appendix E: Site Plan](#). The refurbished area is slated to accommodate two (2) classrooms, one (1) wheelchair-accessible bathroom, one (1) sensory room, and two (2) recovery rooms. This renovation project will also entail the inclusion of two interior exits and one exterior exit. Furthermore, an ADA-compliant playground will be introduced as an additional feature, without necessitating modifications to the existing parking allowances.

Building Costs and Contributions

Option 1: Annually, districts pay tuition + \$6800 non-reimbursable fee. ESU Pays \$330,000 non-reimbursable contribution.

Estimated total budget of funds for the approximate 1,200 sq ft remodeling project is \$180,000. Cost per square foot is estimated to be \$150. If the cost per square foot is

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determined to be more than the estimated cost, the project will be adjusted accordingly.
The breakdown of contributions is as follows:

- ESU 7 School District Partners: Non-reimbursable \$40 per day for enrolled students over time for remodel expenses plus \$45,000-65,000 tuition for enrolled students
- ESU 7 General Fund: up to \$30,000 additional expenses and \$300,000 playground.

Each school district Board of Education will sign a partnership contract ([Appendix F: Agreement for Payment of Funds DRAFT](#)) describing the financial responsibilities of both parties as a result of contributing dollars ([Appendix G: Resolution For District Board of Education](#)). The building will be legally owned by ESU 7 with programming advice provided by ESU 7 member districts.

Option 2: Annually, districts pay tuition + \$6800 reimbursable fees. ESU Pays \$180,000 non-reimbursable. (THIS IS THE PREFERRED OPTION, BUT WILL NEED CONFIRMATION FROM NDE FIRST).

Estimated total budget of funds for the approximate 1,200 sq ft remodeling project is \$180,000. Cost per square foot is estimated to be \$150. If the cost per square foot is determined to be more than the estimated cost, the project will be adjusted accordingly.
The breakdown of contributions is as follows:

- ESU 7 School District Partners: Reimbursable \$40 per day over time for equipment and playground plus \$45,000-65,000 tuition for enrolled students
- ESU 7 General Fund: \$180,000 remodel expenses

Each school district Board of Education will sign a partnership contract ([Appendix F: Agreement for Payment of Funds DRAFT](#)) describing the financial responsibilities of both parties as a result of contributing dollars ([Appendix G: Resolution For District Board of](#)

[Education](#)). The building will be legally owned by ESU 7 with programming advice provided by ESU 7 member districts.

Dollars Contributed

ESU 7's special education program receives advice and input from its ESU 7 Executive Committee of Superintendents. The Committee will provide a final recommendation for dollars to contribute for the building remodel ([Appendix H: Sample Contribution Worksheet](#)).

The anticipated total dollars applied toward this building remodel **or equipment and playground** by these nineteen districts is \$180,000 **or \$330,000** with maintenance expenses ongoing. Each school district participating in the remodel project for the Program will contribute a daily building fee amount **or daily equipment fee**. A daily rate of \$40 will be added to the bill for any student attending the program. This amount is not **or is** eligible for special education reimbursement.

The successful execution of the Project hinges on the efficient staffing, provisioning, equipping, training, and overseeing of the personnel responsible for the students attending (as detailed in [Appendix I: Staff Qualifications](#)). To ensure the seamless operation of this endeavor, schools enrolling in the first year of the Project will be obligated to pay the full-year tuition along with the daily building fee, regardless of their students' attendance, except in cases where one of the following circumstances arises:

1. Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers.
2. If a student leaves the Program, another district fills the vacancy.

Reasons a student may not complete the year:

- Student moves
- Student becomes ill or otherwise is unable to attend
- Student violates the handbook and is expelled

General Building Specifications

In broad terms, the building remodel will encompass approximately 1,200 square feet. This structure will be thoughtfully designed to cater to the specific needs of the ESU 7 school districts, particularly in providing essential support to students facing significant language and behavioral challenges, often associated with autism or complex special education disorders (as outlined in [Appendix J: List of Structural Components](#)). The projected program is committed to adhering to the principles of the Least Restrictive Environment (LRE) as it functions not as a traditional school but as a service. This meticulous approach ensures strict compliance with LRE requirements. Furthermore, the remodeled area will be fully aligned with all necessary American with Disabilities Act (ADA) specifications.

Board Support

ESU 7 Chief Administrator and Special Education Director will visit any district Boards that request their presence to describe the Program ([Appendix K: Contact Information](#)). School districts have requested final decisions to be made on or before the end of the Fall semester 2023 for both the participating school district Boards of Education, as well as ESU 7 Board of Education.

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Appendix A: Project Partners

- Educational Service Unit No. 7 (“ESU 7”);
- Boone County School District 06-0001, commonly known as Boone Central Public Schools (“Boone Central”); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools (“Central City”).
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools (“Clarkson”).
- Platte County School District 71-0001, commonly known as Columbus Public Schools (“Columbus”).
- Polk County School District 72-0015, commonly known as Cross County Public Schools (“Cross County”).
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- Colfax County School District 19-0123, commonly known as Schuyler Community Schools (“Schuyler”).
- Polk County School District 72-0032, commonly known as Shelby-Rising Schools (“Shelby-Rising”).
- Boone County School District 06-0017, Commonly known as St. Edward Public Schools (“St. Edward”).
- Nance County School District 63-0030, commonly known as Twin River Public Schools (“Twin River”).

Appendix B: Program Application DRAFT

ESU 7 Expanded Level III Program Application

ESU 7 Expanded Program Application 2024-2025 - Google Forms Please complete the application as thoroughly as possible. Students may be Kindergarten through age 21.

Intake process:

1. Complete this application
2. ESU 7 team reviews application
3. Representative from ESU 7 team observes student at home district
4. Student (applicant) and parent tour Program
5. ESU 7 team makes a recommendation to home district
6. If student is a fit for program, home district invites ESU 7 representative to student's IEP to discuss needs, services and placement.

If you have any questions, please contact:

Cara Neesen
ESU 7
Student Services Principal
402-564-0815 extension 1008

lpolk@esu7.org [Switch account](#)



Not shared

* Indicates required question

School District *

Your answer

School District Contact Person (Name, Phone Number, email) *

Your answer



Special Education Case manager (Name, Phone Number, email) *

Your answer

Date of Application *

Date

mm/dd/yyyy



Student's Name (First and Last) *

Your answer

Date of Birth *

Date

mm/dd/yyyy



Age and Grade Level *

Your answer _____

Gender *

Female

Male

Prefer not to say

Other _____

Student Lives with: *

Parent

Grandparent

Foster Parent

Other _____

Parent Contact Information (Name, Phone Number, Address, email) *

Your answer _____

Is Placement for Now or Later? *

Now

Next Semester

Next School Year

Other

Most Recent Special Education Eligibility Category (Include primary and secondary) *

Your answer

Why Are You Considering Placement in the New Program *

Your answer

Are Student's Parents Aware You Are Considering this Placement? *

Yes

No

Other

Have You Discussed Programming Needs With Your School Psychologist? *

Yes

No

Other

How Have You Served This Student in the Past? *

Your answer

Does This Student Have Behavioral Concerns? Is yes, explain in detail *

Your answer

Does Student Have Communication Concerns? If yes, explain in detail. *

Your answer

What Assistive Technology Does Student Use (low and high tech)? *

Your answer

Is Student Currently Under the Care of Physician for any Condition? If yes, please *
explain in detail.

Your answer _____

Is Student Currently taking Any Prescribed Medications or Herbal Remedies? If *
Yes, Please list and explain.

Your answer _____

Please indicate Student's level of independence with toileting needs (Please *
check all that apply).

Student is completely independent (no assistance in the bathroom)

Incontinent

Need assistance to get on and off the toilet

Uses a lift of some kind

Full assistance all aspects of toileting

Assistance now and then for accidents

Other:

Does Student Have Any Dietary Restrictions? If Yes, explain. *

Your answer

Please send Most Recent IEP, MDT, FBA, and BIP to cneesen@esu7.org *

Date



Submit

Clear form

Appendix C: Timeline

**All dates are approximate*

October-December 2023	Boards of Education Approval
November 2023	Project Proposal Drafted
December 2023-February 2024	Recruit and Hire Staff
January 2024	Contract with Architect
February 2024	Finish Bid Documents
March 2024	Bid the Project
March-April 2024	Open Bids, ESU 7 Board Approval
August 2024	Soft Start with Limited Capacity in Learning Academy Repurposed Classroom
May - December 2024	Remodel
January 2025	Move to Remodeled Space

Appendix D: Correspondence

Email on October 5, 2023 to ESU 7 Public School Superintendents

 **Larianne Polk** October 5, 2023 at 2:58 PM

★ **High needs program** [Hide](#)

To: Tucker Tejkl, Brent Hollinger, Chad Denker, Mark Ernst, Cole Fischer, King, Brice, Kim Beran, Jeff Anderson, Jason Schapmann, Jeff Schwartz, Jason Cline,

Cc: Tami Clay,

Bcc: Mindy Reed

Good morning.

I know you all had a meeting with Tami regarding a high needs program earlier this week (Monday). She said you were asking for a VERY rough idea of what to expect in terms of cost for that program. I have some information here, but it is very rough. I am guessing high as I do not know the cost of remodel, the availability of staff, the numbers of schools or students, etc. The following information is based on \$200,000 remodel project with 5 districts, and year 1 tuition for a program with 5 students.

Each district would contribute \$10,000 year 1 and \$5,000 each year after through year 5.
* Districts not contributing at the onset of the program will be charged an extra 10% per year.

Program costs/tuition will range from \$60,000-75,000.
* We will be very transparent with the program costs after we have more information. For now, I am basing these costs on of the following:

- ~ Portion of salaries and benefits for Tami, bookkeeper, principal, custodian, IT support (we do this for each sped service now)
- ~ 1 full time teacher
- ~ 1 day/wk equivalent for SLP
- ~ 5 paras for 1:1 for each of the projected students
- ~ 1 para to float as needs arise
- ~ necessary specialized training.
- ~ equipment

This is, and will be, a costly program. ESU 3 in Papillon has a similar program and their cost of tuition is in that range.

Tami and I are working on a program description, but will not have time to put that together for you by Monday. This is what we have so far.

Description

The Educational Service Unit 7 in Columbus, NE proposes to provide an expansion to the Learning Academy program to support students in a Level III program on the ESU 7 campus. This Learning Academy II will provide ESU 7 school districts in the seven county area intense support for their lower functioning students with autism, kindergarten through the age of 21. These students will work on communication and behavioral skills necessary to function in their environments. The Learning Academy II will be located in the ESU 7 South Building. .

Support for low functioning students with autism has been a priority for schools since 2014. In the years since, ESU 7 has supported these schools and students by assisting with creating programming at districts, Individualized Education Plan development and meeting support, curriculum design assistance, behavior support and analysis, autism training to staff, and model teaching. As a result of Service Planning work in December 2022 and again in the perceptual data dig in August 2023, students with low functioning autism with behavior and communication needs were elevated to a level school districts inquired about the development of a program located on the ESU 7 campus with anticipated opening to be Fall 2024.

Please call my cell phone if you have any questions. I am out of state at an advocacy conference in DC until late Friday. Let me know how I can help you.



Larianne Polk Ed.D.

Chief Administrator

Strategic · Responsibility · Relator · Achiever · Significance

Educational Service Unit 7

Address: 2657 44th Ave., Columbus, NE 68601

Phone: (402) 564-5753 Ext.1001

Mobile: (402) 720-4977

Website: www.esu7.org

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Minutes after discussion in October 17, 2023 Superintendent Meeting

8:30-9:00 am - High Needs Autism Program Discussion

- Notes:
 - Autism Program:
 - Total cost. If only 5 at the beginning what is the criteria. If no room, then what?
 - Waiting list
 - If no join now, what about the 10% penalty
 - If districts decide to do the \$40 per day rate, there will be no penalty
 - How do ESU funds work?
 - ESU 7's budget is funded less than 1/3 property tax, 1/3 grants, and more than 1/3 contracts with districts
 - No authority to levy for a building fund
 - All special education programs are 100% funded by contracts
 - Discussed options on if you contribute funds now, or if you wait until you send kids.
 - Need to ask the Schools which option to use.
 - Will do in a Google Form
 - 3 options in the program
 - 30K over 5 years with penalty
 - 5k start up and 40d/day
 - 40d/day
 - Projected budget for the program
 - Approximately \$180,000 remodel
 - Estimated \$45,000-65,000 per year tuition
 - Several clarifying questions about year one options are for commitment, and if any portions are reimbursable.
 - Daily rate and building contributions not reimbursable
 - Will be called an expanded Level III program, not necessarily an autism program, in order to not unintentionally restrict to one disability.
 - Can a 1:1 come with the student
 - This will be something to determine on case by case basis

Discussion in October 17, 2023 Superintendent Meeting

8:30-9:00 am - High Needs Autism Program Discussion

- Update on the Special Education Autism Program
 - Working on the proposal. Will be presented to the ESU 7 Board during our November meeting.
 - Working hard to put together a detailed budget.
 - Districts agreed to having a building fee added to the enrolled student tuition.

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Discussion in October 17, 2023 Executive Superintendent Committee Meeting

11:30am-1:30pm - High Needs Autism Program Discussion

- Discussed other options for payment of the program in order for districts to receive maximum reimbursement.
 - Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the tuition.
 - Approx. \$52,000 per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$330,000
 - Option 2:
 - \$45,000-65,000 tuition + \$6,800 equipment fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for remodel, approximately \$180,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the tuition and equipment
 - Approx. reimbursed amount is \$52,000 + \$5,440 per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$180,000
- Discussed getting a grant to support the build of the playground. Polk explained ESUs are not considered schools or LEAs so we do not qualify for the grants. CPS offered to have us use their foundation to apply for the grant.

Email sent to superintendents 11/7/2023

To: **ESU7 Public Superintendents**

Cc:

Bcc:

Reply To:

Subject: Sped Expansion Program Proposal

From: Larianne Polk – lpolk@esu7.org

Signature: Strengths

Attached to this email is the draft of the proposal. I have included 2 options, but they are not needing a decision by you. If NDE says I can include equipment in the rate AND that is reimbursable, we will **go with Option 2**. Tami is checking on that. Either way, your contribution is \$40 per day. I just hope we can get you reimbursement on that amount.

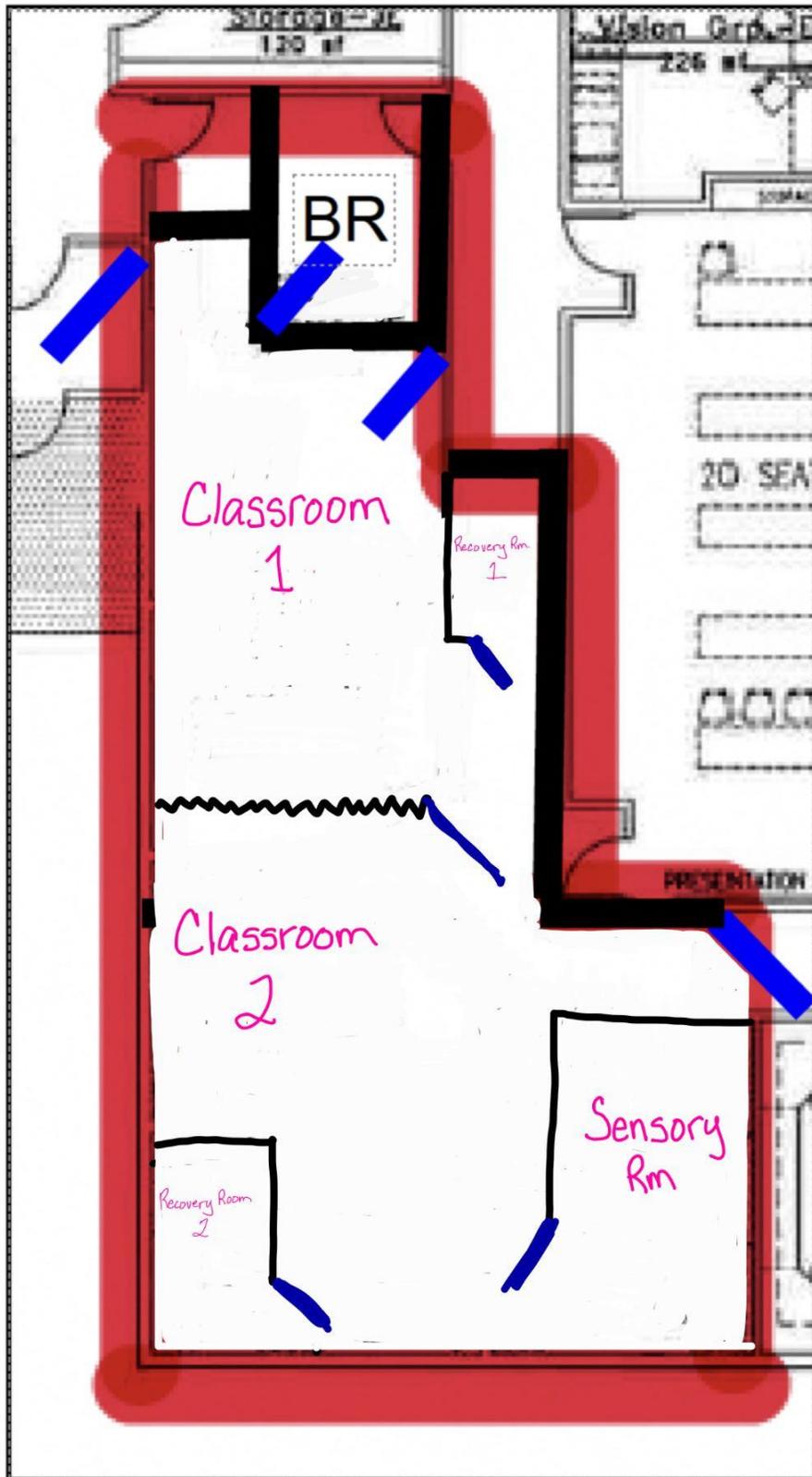
- Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition only**.
 - **Approx. \$52,000** per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$330,000
- Option 2:
 - \$45,000-65,000 tuition + \$6,800 equipment fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for remodel, approximately \$180,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition and equipment**
 - **Approx. \$52,000 + \$5,440** per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$180,000



Larianne Polk Ed.D.
Chief Administrator
Strategic · Responsibility · Relator · Achiever · Significance

Educational Service Unit 7
Address: 2657 44th Ave., Columbus, NE 68601
Phone: (402) 564-5753 Ext.1001
Mobile: (402) 720-4977
Website: www.esu7.org
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Appendix F: Agreement for Payment of Funds DRAFT

Draft

11-7-2023

Draft

INTERLOCAL AGREEMENT FOR SPECIAL EDUCATION BUILDING PROJECT

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between:

- Educational Service Unit No. 7 ("ESU 7");
- Boone County School District 06-0001, commonly known as Boone Central Public Schools ("Boone Central"); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools ("Central City").
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools ("Clarkson").
- Platte County School District 71-0001, commonly known as Columbus Public Schools ("Columbus").
- Polk County School District 72-0015, commonly known as Cross County Public Schools ("Cross County").
- Butler County School District 12-0056, commonly known as David City Public Schools ("David City").
- Butler County School District 12-0502, commonly known as East Butler Public Schools ("East Butler").
- Nance County School District 63-0001, commonly known as Fullerton Public Schools ("Fullerton").
- Polk County School District 72-0075, commonly known as High Plains Community Schools ("High Plains").
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools ("Howells-Dodge").
- Platte County School District 71-0067, commonly known as Humphrey Public Schools ("Humphrey").
- Platte County School District 71-0005, commonly known as

- Lakeview Community Schools ("Lakeview").
- Colfax County School District 19-0039, commonly known as Leigh Community Schools ("Leigh").
 - Polk County School District 72-0019, commonly known as Osceola Public Schools ("Osceola").
 - Merrick County School District 61-00949 commonly known as Palmer Public Schools ("Palmer").
 - Colfax County School District 19-0123, commonly known as Schuyler Community Schools ("Schuyler").
 - Polk County School District 72-0032, commonly known as Shelby-Rising Schools ("Shelby-Rising").
 - Boone County School District 06-0017, Commonly known as St. Edward Public Schools ("St. Edward").
 - Nance County School District 63-0030, commonly known as Twin River Public Schools ("Twin River").

The school districts are referred to collectively as "Districts." ESU 7 and the Districts are referred to collectively as "Parties."

WHEREAS, the Act provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the Parties are a school district and an ESU and, therefore, also public agencies and political subdivisions of the State of Nebraska;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

2. Purpose. The purpose of this Agreement is to construct and operate a special education program (hereinafter "Program") at ESU 7 and to enter into any arrangements or agreements that are desirable or necessary to achieve this purpose.

3. Term. This Agreement shall commence on January 1, 2024 and shall continue until terminated by the Parties as provided herein.

4. Administration. The School Districts' superintendents and the ESU 7 Administrator ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

5. Fiscal Agent. ESU 7 shall serve as the fiscal agent for the purposes of this Agreement. The fiscal agent shall segregate funds contributed to a project pursuant to this Agreement from other funds it maintains and shall provide quarterly statements to the Parties of all activity. The fiscal agent will thereafter be authorized to make all necessary and appropriate expenditures in support of the project, unless said expenditures would cause the project to exceed the approved budget by more than \$100,000. If the fiscal agent deems it necessary to exceed a project budget by more than \$100,000, the agent shall request approval from the Parties' boards of education for the over-budget expenditure.

6. Control and Supervision. ESU 7 shall exercise the degree of control and supervision of the Program as necessary to achieve the purpose(s) of this agreement. Such control and supervision will include the enforcement of any rules and regulations adopted by the Parties for the safety of persons engaged in use of the Program.

7. Operations and Use. ESU 7 shall develop, on or before July 1, 2024), a plan for the operation of the Program (hereinafter "Use Schedule"). The Use Schedule may be amended or changed from time to time by ESU 7.

8. Use of Program by Other Persons or Organizations. The Parties may allow other individuals, entities, or organizations as is allowed by ESU 7 Facilities Use Policy.

9. Care and Maintenance. ESU 7 shall be responsible for the general maintenance and care of the Program, subject to financial payments or contributions made by the Districts.

10. Program Improvements. ESU 7 may make such alterations, improvements, and repairs to the Program as it desires without other Parties' approval. In circumstances where (1) capital construction additions

or improvement expenses will be passed on to the Parties, the other Parties' must approve said Program improvements in writing and (2) the alterations, improvements, or repairs that need to be approved by the appropriate regulatory authority are so approved by that authority. Each Party agrees to be responsible for the payment of any and all repairs, alterations, improvements, and replacements it makes to the Program except as otherwise agreed to by the parties in writing. All improvements made to the Program shall be and remain the personal property of the Party that owns the real property on which the improvements are located upon the termination of this Agreement, and shall remain with the Program at the termination of this Agreement for any reason.

11. Utilities. ESU 7 shall be responsible for the payment of all utilities.

12. Financial Contribution. The Program will be funded in two ways.

A. Program Tuition.

1. Parties with eligible students enrolled in the Program the first academic year, 2024-2025, will be obligated to pay the full-year tuition regardless of their students' attendance, except in cases where one of the following circumstances arises: (1) Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers, or (2) If a student leaves the Program, another district fills the vacancy.
2. After the first academic year, 2025-2026 and beyond, will pay tuition for eligible students enrolled in the Program.

B. Building Fee.

1. Each Party shall pay a \$40 daily building fee for students who attend the Program. This building fee may not be eligible for special education reimbursement.

13. ESU 7 Responsibilities. ESU7 agrees to act as the Consortium Coordinating Agency, and as such, agrees to:

- A.** Furnish the Special Education personnel for the Program as well as administrative personnel to manage all administrative duties in regard to this Agreement.
- B.** Perform all the bookkeeping and financial operations necessary to manage this Agreement.
- C.** Prepare and submit all necessary reports and agreements

as required for the management of this Agreement.

D. Not exceed the budget or spending guidelines as set forth in the School District's monetary contribution.

14. Expenses. Unless provided otherwise herein, all expenses resulting from this Agreement shall be shared and paid equally by the Parties.

15. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of ESU 7. ESU 7 shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

16. Financing and Budgeting. The Administrators will prepare and approve a budget on an annual basis based on a fiscal year that begins on September 1st and ends on August 31st. Each Party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this Agreement. Each Party agrees to pay an amount determined by the Administrators to fulfill its share and obligations under the budget pursuant to any terms or deadlines determined by the Administrators.

17. Damage or Destruction. The Parties agree that in the event of the damage or destruction of the Program, they shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Program beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Program, this Agreement shall terminate.

18. Taxes. This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816. The Party owning the Property will be liable for any real estate tax or assessment on such Property.

19. Nondiscrimination. The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

20. Employment Eligibility Verification. The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

21. Termination. The Parties may terminate this Agreement prior to its scheduled termination date only if each of the Parties' governing boards pass a resolution and submit a copy of it to the other Parties. Any funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

22. Default. A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

23. Liability Insurance. Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

24. New Members. The Parties may add additional parties to this Agreement by the majority consent of the then current member Parties. The Administrators shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

25. Notice. Each Party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School Districts' superintendents and the ESU 7 Administrator at the address on file with the Nebraska Department of Education. Notice is effective only if the party giving the Notice has complied with this section.

26. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

27. Reservation of Rights. Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

28. Amendments and Modifications. The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

29. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

30. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

31. Assignment. The Parties shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other Parties.

32. Entire Agreement. The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

[Each district will be identified here]

By: _____

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Name: _____

Title: _____

Date: _____

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____

Appendix G: Resolution for District Board of Education

RESOLUTION

WHEREAS, the Board of [insert school district name here] (“School District”), has reviewed a copy of the ESU 7 Special Education Expansion Program (“Program”) proposal as provided by Education Service Unit 7 (“ESU”) who will act as Coordinating Agency for the construction or remodel of a special education building; and,

WHEREAS, the Board believes that it is in the best interest of the School District to participate in the Program project;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the Board hereby adopts the following Resolutions:

BE IT RESOLVED, that the School District shall become a Partner School District in the Program project as outlined in the Program proposal;

ADOPTED AND APPROVED this _____ day of Month XX, 20XX.

[insert school district name here]

By: _____
Authorized Board Representative

Appendix H: Sample Contribution Worksheet

Option 1: Districts Pay Tuition + \$6800 non-reimbursable. ESU Pays \$330,000 non-reimbursable.									
Participating Districts	Year 1 170 Days		Year 2 170 Days		Year 3 170 Days		District Totals		*ESU Start Up \$180,000+ \$300,000+ \$30,000= \$510,000
	Building Fee (\$40/day)	Tuition	Building Fee (\$40/day)	Tuition	Building Fee (\$40/day)	Tuition	Total Cost	80% Reimbursed	Balance
Student 1	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$489,600
Student 2	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$469,200
Student 3	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$448,800
Student 4	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$428,400
Student 5	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$408,000
Totals per year	\$34,000	\$325,000	\$34,000	\$325,000	\$34,000	\$325,000	\$1,077,000	\$780,000	Total Paid End of Yr. 3
* Over 3 year period, \$0 in reimbursement for the Building fee. ESU pays all \$330,000									\$102,000

Option 2: Districts Pay Tuition + \$6800 reimbursable. ESU Pays \$180,000 non-reimbursable.

Participating Districts	Year 1 170 Days		Year 2 170 Days		Year 3 170 Days		District Totals		*ESU Start Up \$180,000+ \$300,000+ \$30,000= \$510,000
	Equipm ent Fee (\$40/day)	Tuition	Equipm ent Fee (\$40/day)	Tuition	Equipm ent Fee (\$40/day)	Tuition	Total Cost	80% Reimbu rsed	Balance
Student 1	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$489,600
Student 2	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$469,200
Student 3	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$448,800
Student 4	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$428,400
Student 5	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$408,000
Totals per year	\$34,000	\$325,000	\$34,000	\$325,000	\$34,000	\$325,000	\$1,077,000	\$861,600	Total Paid End of Yr. 3
** Over 3 year period, districts will receive \$16,320 in equipment fee reimbursement. ESU pays \$180,000									\$102,000

Appendix I: Staff Qualifications

Position	Training	Equipment	Approximate Cost
Teacher	Special Education Teaching Certificate Additional ASD and Behavioral training Provided by ESU 7	Computer	Summer training Salary and Benefits for 2024-2025 school year 1.0 FTE
Paraeducator	ASD and Behavioral Training Provided by ESU 7	Lockers/cabinets Computers	Summer training Salary and Benefits for 2024-2025 school year 6.0 FTE
Speech-Language Pathologist	Masters Communication Disorders Additional ASD and Behavioral training Provided by ESU 7	Computer	Summer training Salary and Benefits for 2024-2025 school year .20 FTE
Behavioral Consultant	BCBA .40 FTE	Computer Data Collection Software	Pay for providing Summer training to staff Consultation time .4 FTE

Appendix J: List of Structural Components

Room	Components/Equipment	Approximate Cost
Classroom 1	<p>SLP Desk 5 student work stations 7 student chairs with flexible seating options 7 adult chairs Counter and cupboards above and below Marker Board Projector Kidney Shaped table and 5 student chairs Noise Canceling headphones for each student iPad for each student Light covers Data Collection Software</p> <p>Program/Curriculum</p> <p>Room Divider so Classroom 1 and 2 can be opened if needed.</p>	
Classroom 2	<p>5 student work stations 7 student chairs with flexible seating options Teacher Desk and 7 adult chairs Counter and cupboards above and below Marker Board Projector Kidney Shaped table and 5 student chairs Noise Canceling headphones for each student iPad for each student Light covers Portable Room Dividers for student workstations</p>	

	Data Collection Software Program/Curriculum 18 Lockers	
Storage Room	Shelves and locking cabinets	
Restroom	Toilet, sink and mirror, and storage cabinet ? Double kitchen sink for clean up and crafts etc?	
Sensory Room	Bubble Tube Two mirrors Rocking Chairs Bean Bag Chairs Mats Light boxes Texture (variety) Bin sensory activities Weighted vest and lap blanket Sensory tube or tent Table and chairs Music Light covers 2-3 lamps	
Cool Down/Dignity Rooms	Mats	

Appendix K: Contact Information

ESU 7 Chief Administrator

Dr. Larianne Polk

lpolk@esu7.org

402-564-5753

ESU 7 Special Education Director

Tami Clay

tclay@esu7.org

402-564-0815

ESU 7 Level III Principal

Cara Neesen

cneesen@esu7.org

402-564-5753

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2024 Board Officers – Elected Wed Jan 10, 2024

President –

Vice President –

Secretary –

Treasurer – Angela Moore (Business Manager)

2024 Board Committees – Appointed Wed Jan 10, 2024

Curriculum & Instruction: 3 Members ???

review curriculum, observe and learn curriculum revision and standards alignment process

American Civics: 3 Members ???

review curriculum, ensure school hosts patriotic exercises and complies with LB 399

School Properties & Transportation: 3 Members ???

walk facilities, review maintenance projects, recommend bus and small vehicle purchases, advise superintendent on transportation related changes

Negotiations / Personnel: 3 Members ???

negotiate w/ teachers; recommend classified staff salaries; review employee handbooks

Policy Review: 3 Members ???

review and update board policy

Communications, Public Relations, Advocacy: 3 Members ???

host annual community meeting, create annual report and quarterly news, follow legislature

2024 Committee Meeting Dates

Wed Jan 24 – Negotiations / Personnel

Wed Jan 31 – Work Session w/ Admin

Wed Feb 14 – School Properties & Transportation

Wed Feb 28 – Curriculum & Instruction

Wed Mar 13 – Communications, Public Relations, Advocacy

Wed Apr 10 – Policy Review

Wed May 8 – Communications, Public Relations, Advocacy

Wed June 12 – American Civics

Wed July 10 – Policy Review

Wed July 31 – School Properties & Transportation

Wed Aug 14 – Curriculum & Instruction

Wed Sept 11 – Communications, Public Relations, Advocacy

Wed Oct 9 – Policy Review

Wed Oct 30 – Negotiations / Personnel

Wed Nov 13 – Communications, Public Relations, Advocacy

Wed Dec 10 – American Civics

Internal Board Policies - OrganizationStanding Committees

It shall be the policy of David City Public Schools that the following will be the standing committees of the Board of Education:

1. Curriculum & Instruction Committee
2. Committee on American Civics
3. School Properties & Transportation Committee
4. Negotiations & Personnel Committee
5. Policy Review Committee
6. Communications, Public Relations, & Advocacy Committee

It shall further be the policy of David City Public Schools that the Board President shall appoint the members of the above committees.

Legal Reference: Neb. Rev. Stat. Sec. 79-724
Neb. Rev. Stat. Sec. 79-520

Policy Adopted: June 14, 2021
Policy Reviewed/Revised: December 13, 2023

Internal Board Policies

Standing Committee/Temporary Committees

The board shall always act as a whole.

No individual member and no group comprised of less than the full membership shall be designated as a permanent committee to perform any of the board's functions except those for which state law requires signatories.

A temporary committee may be used for study and fact finding.

Legal Reference: 79-554-555 Board of education; meetings; when held
 79-580-581 Publications of proceedings & claims

Policy Adopted: January 10, 1983
Policy Reviewed/Revised: January 14, 2015; December 13, 2023



Yearly Budget Summary

Client: David City Public Schools

Facility *	Asset Type	Asset *	Recommendation	Cost	Expected Life
Year: 2027					
High School	Roof Section	Area 2	Replace	\$480,000.00	4 Year(s)
Total for 2027:				\$480,000.00	

****Note:** This report may contain numbers which have been derived as an average from a budget range. Please refer to solution reports to see the full budget range and details.



Executive Summary

Client: David City Public Schools

Facility *	Asset Type *	Asset *	System Type	Age(years)	Square Footage	Leakage	Rating	Recommendation	Action Year
Bellwood Elementary	Roof Section	Area 1	Modified Bitumen	15	8,590	No	Good	N/A	N/A
	Roof Section	Area 2	Modified BUR	3	17,784	No	Excellent	N/A	N/A
	Roof Section	Area 3	Modified Bitumen	15	1,433	No	Good	N/A	N/A
Bellwood Elementary Total:					27,807				
David City Elementary	Roof Section	Area 1	Modified Bitumen	8	9,329	No	Good	N/A	N/A
	Roof Section	Area 2	Modified Bitumen	7	1,161	No	Excellent	N/A	N/A
	Roof Section	Area 3	Modified Bitumen	7	3,481	No	Excellent	N/A	N/A
	Roof Section	Area 4	Metal	33	3,323	No	Fair	N/A	N/A
	Roof Section	Area 5	Modified Bitumen	7	2,480	No	Good	N/A	N/A
	Roof Section	Area 6	Modified Bitumen	17	3,442	No	Good	N/A	N/A



Facility *	Asset Type *	Asset *	System Type	Age(years)	Square Footage	Leakage	Rating	Recommendation	Action Year
	Roof Section	Area 7	Modified Bitumen	17	3,442	No	Good	N/A	N/A
	Roof Section	Area 8	Modified Bitumen	9	4,617	No	Good	N/A	N/A
	Roof Section	Area 9	Modified Bitumen	12	14,427	No	Good	N/A	N/A
	Roof Section	Area 10	Modified Bitumen	5	6,252	No	Excellent	N/A	N/A
David City Elementary Total:					51,954				

High School	Roof Section	Area 1	Modified Bitumen	6	13,293	No	Excellent	N/A	N/A
	Roof Section	Area 2	Modified Bitumen	27	14,893	No	Fair	Replace	2026
	Roof Section	Area 3	Modified BUR	0	2,295	No	Excellent	N/A	N/A
	Roof Section	Area 4	Modified Bitumen	9	5,168	No	Good	N/A	N/A
	Roof Section	Area 5	Gravel Surface Modified Bitumen	0	10,722	No	Excellent	N/A	N/A
	Roof Section	New Administration Addition	Modified BUR	3	0	No	Excellent	N/A	N/A

Facility *	Asset Type *	Asset *	System Type	Age(years)	Square Footage	Leakage	Rating	Recommendation	Action Year
	Roof Section	Weight Room Addition	Modified BUR	7	11,000	No	Excellent	N/A	N/A
High School Total:					57,371				
Client Total:					137,132				



Warranty Summary

Client: David City Public Schools

Facility *	Asset	Title	Type	Issuer	IssueDate	Expiration Date	Warranty #
Bellwood Elementary		Area 1	30 yr. manufacturer	Garland	08/12/2008	08/11/2038	0800393-A
Bellwood Elementary		Area 3	30 yr. manufacturer	Garland	08/12/2008	08/11/2038	0800393-B
David City Elementary		Area 6	30 yr. manufacturer	Garland	10/24/2006	10/23/2036	0600643-A
David City Elementary		Area 7	30 yr. manufacturer	Garland	10/24/2006	10/23/2036	0600643-B
David City Elementary		Area 8	30 yr. manufacturer	Garland	06/25/2014	06/25/2044	1400207
David City Elementary		Area 1	30 yr. manufacturer	Garland	07/28/2015	07/27/2045	15-0379-US
David City Elementary		Area 2	30 yr. manufacturer	Garland	07/29/2016	07/29/2046	16-0342-US-A
David City Elementary		Area 3	30 yr. manufacturer	Garland	07/29/2016	07/29/2046	16-0342-US-B
David City Elementary		Area 5	30 yr. manufacturer	Garland	07/29/2016	07/29/2046	16-0342-US-B E
David City Elementary		Area 10	30 yr. manufacturer	Garland	09/28/2018	09/28/2048	18-0512-US
High School		Area 4	30 yr. manufacturer	Garland	06/25/2014	06/25/2044	1400208
High School		Weight Room Addition	30 yr. manufacturer	Garland	11/18/2016	11/18/2046	16-0793-US E
High School		Area 1	30 yr. manufacturer	Garland	08/30/2017	08/30/2047	17-0399-US
High School		High School Class and Administrative Office Addition	30 yr. manufacturer	Garland	06/08/2021	06/08/2051	21-0389-US



Facility *	Asset	Title	Type	Issuer	IssueDate	Expiration Date	Warranty #
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High School	Area 5	Area 5	30 yr. manufacturer	Garland	09/28/2023	09/27/2053	23-0584-US
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Yearly Budget Summary

Client: David City Public Schools

Facility *	Asset Type	Asset *	Recommendation	Cost	Expected Life
Year: 2027					
High School	Roof Section	Area 2	Replace	\$480,000.00	4 Year(s)
Total for 2027:				\$480,000.00	

****Note:** This report may contain numbers which have been derived as an average from a budget range. Please refer to solution reports to see the full budget range and details.

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Butler County School District 0056, a/k/a David City Public Schools, hereinafter referred to as “the Board,” and Chad Denker, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 13th day of December, 2023, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2024 and expiring on the 30th day of June, 2026. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

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

2. Salary. The annual salary for the 2024-2025 contract year shall be: One Hundred and Seventy-Two Thousand Five Hundred Dollars (\$172,500.00). The annual salary for the second and any subsequent year of this contract will be set by the Board in the month of December preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be

considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

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

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

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

Superintendent may participate in the long-term disability insurance policy offered by the District, at his own expense.

- D. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. Attendance at National Conference will be on an every-other year basis. Either of the contract years are eligible years for attendance at the National Conference. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the following organizations: Nebraska Council of School Administrators (NCSA) and American Association of School Administrators (AASA). The Board may pay dues for other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- E. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.
- F. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
- G. Other Fringe Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- H. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

4. Duties.

- A. Specification of Duties. The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The

Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policies. In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

- B. Use of Time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.
- C. Performance of Duties. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

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

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

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c)

unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

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

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

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

9. Residency. The Superintendent shall reside within the David City Public School District unless otherwise approved by the Board during the term of this contract.

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

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

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before January 9, 2024, shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this 13th day of December, 2023.</p> <p>_____</p> <p>Dr. Chad Denker, Superintendent</p>	<p>Executed this 13th day of December, 2023.</p> <p>Board of Education of Butler County School District 0056, a/k/a David City Public Schools</p> <p>By: _____</p> <p>Stephanie Summers, President</p> <p>Attest: _____</p> <p>Aaron Rerucha, Secretary</p>
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