

David City Public School Board of Education  
Regular Board Meeting  
Wednesday, December 10, 2025 7:00 PM  
High School Board Meeting Room  
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. Student and Staff Involvement
  - 2.1. Student Board Member Reports
  - 2.2. Teacher Training Reports
3. Public Forum
4. Enter into executive session to inform the board of potential litigation.
5. Consent Agenda
  - 5.1. Approve Minutes of the Previous Meeting(s).
  - 5.2. Approve Claims Against the District
  - 5.3. Financial Reports
6. Board Committee Reports
7. Board Workshop/Conference Reports
8. Administrative Reports
  - 8.1. Dr. Denker
  - 8.2. Mrs. Athow

8.3. Mr. Lindsley

8.4. Mrs. Greenfield

8.5. Ms. Romshek

8.6. Ms. Daniels

8.7. Mr. Hermelbracht

9. Discussion and Action Items

9.1. Discuss, consider, and take action on the esports overnight trip request.

9.2. Discuss the district's long-range facility plan.

9.3. Discuss, consider, and take action to approve new and updated board policies - 1000 series.

9.4. Discuss, consider, and take action to approve updated policies 3131 procurement plan and 3132 internal controls.

9.5. Discuss, consider, and take action on the 2024-2025 financial audit for the school district.

10. Personnel

10.1. Discuss, consider, and take action on staff resignation(s).

10.2. Discuss, consider, and take action on new teacher contracts for the 2026-27 school year.

10.3. Enter into executive session to discuss the superintendent's annual evaluation.

11. Future Discussion and Action Items

12. Adjournment

Girls Basketball has started off the season with a 1-1 record, celebrating a win against Centennial and a loss to Sandy Creek. They will be playing Schuyler on the 9th, and Elmwood Murdock on the 13th.

Boys Basketball has started their season as well, and have had a couple of losses to Centennial and Sandy Creek. They will also be playing on the 9th and 13th as well.

Boys Wrestling attended the O'Neill Invite on the 6th and had a good turnout there with 6 people placing and the team finishing in 3rd overall.

Girls Wrestling attended the Centennial Invite and went 5-0 for the night. They defeated Sandy Creek, Centennial, Fillmore Central, Wilber-Clatonia, and Fairbury.

One-Act placed first in Districts at Schuyler on the 6th and is now State Bound.

Cheer and Dance performed at the home basketball game against Centennial and will be holding the Little Kids Cheer and Dance Camp on the 8th and performing with the little kids at the home basketball game against Schuyler on the 9th.

The Christmas Concert was on the 2nd of December and had a good turnout of people coming to watch as the elementary performed their songs, as well as the high school doing theirs as well.

NHS had a random act of kindness of putting up the Christmas trees around the school for December, as well as decorating the ceiling on the 3rd floor.

FCA will have their Christmas party on the 17th, where people can buy a small gift and play a game that determines who gets what present.

Student Council put on a contest for students to give money to a select few teachers to decide who gets pied in the face. The winner will be pied, and the student who donated the most amount of money will be the one who is allowed to pie the teacher.

Harrison Blades

School Board of Education

12/10/25

### Board Report

The winter sports season began on Nov. 17th. Pictures and videos of the teams took place shortly after.

The boys' and girls' basketball teams had their jamboree games on November 25th. They both played their first official games on Thursday, December 4th, against Centennial. Their next games are against Schuyler. At the time of writing this, the girls are 1-1, and the boys are 0-2.

The Esports Rocket League team won the state championship again, making them five-time champions in a row. They also earned runner-up for Marvel Rivals.

Wrestling had its first meet at O'Neal on Saturday, December 6th.

NHS has made its preparations for Christmas on the Bricks. They've already raised money by serving food at the senior center.

One-Act has won districts and is advancing to state for the fourth year in a row.

The high school is having a fun dress-up competition between grades leading up to Christmas Break.



# Lunch Claims Against the District

*December 2025*

<b>Payment Vendor</b>	<b>Comment</b>	<b>Invoice Amount</b>
Amazon Capital Services	Supplies	\$59.10
Cash-Wa Distributing	Food	\$1,609.86
Culligan of Columbus	R.O.	\$38.00
Dale's Food Pride LLC	Food	\$35.32
David City Ace Hardware	Supplies	\$54.99
David City Public Schools	Lunch Payroll	\$27,067.41
Didier's Grocery Inc	Food	\$295.76
Hiland Dairy Foods Co LLC	Milk	\$4,847.23
SYSCO Lincoln	Food/Supplies	\$11,319.09
US Foods - Division #2365	Food	\$3,118.87
	<b>Grand Total</b>	<b>\$48,445.63</b>

DC Supt Monthly Board Report  
December 2025  
Chad Denker, Supt

**FB Storage Shed**

The construction class, along with our maintenance guys, are building a football storage shed. Once that is complete, we will use the old one for maintenance storage. It has taken some time but it is now enclosed and should be ready in the next few weeks.

**Admin Evals**

I will complete the admin evals for our two probationary administrators in the next couple of weeks.

**Foundation Account**

We finally have all of the IRS paperwork necessary to open a checking account for the newly formed school foundation. It is now active and ready to accept donations. We will have a news story in a few weeks to let everyone know about it.

**Hiring Process**

We are already interviewing teaching and coaching candidates for the 2026-27 school year.

**Staff Appreciation**

The staff ear warmers have arrived and I expect the stocking hats to arrive any day now. Can board members hand them out next week – on Wed?

**Para Substitute Permit**

We are currently working with ten of our paras to get them a para substitute permit. It will allow them to cover classes when coaches leave early, for example, and we can't find a substitute teacher. The permit is good for five years and can be renewed. They can sub 45 days during a school year but no more than five consecutive days.

## David City School Board Report: Athow

December 5, 2025

### Communication

The Newsletter was sent to families with articles from Coach Hansen and his staff, Mr. Sobota and Mrs. Heins. The articles were about the football season, building rapport through fun in our school and Student Council. The spotlight business of the month is T3 Construction, which offers our students internships. I also wanted to highlight the Thankful Turkeys that students created for their favorite teacher or staff member. It's important to remember to thank our staff for their hard work and dedication. I even received one of my own from Kambri Andel and Harper Hermelbrecht; it was greatly appreciated. The DC Scouts Newsletter is attached here:

<https://5il.co/3sso3>

### Sports and Activities Update

- Winter Sports has officially kicked off! We are very excited about the high numbers and strong commitment shown in both the boys' and girls' wrestling programs. Basketball has had a competitive start, facing tough opponents in Pender and Centennial. We encourage the community to provide strong support to our teams throughout the season.
- One Act Continues Winning Streak: The David City Public Schools One Act team has extended its remarkable success, capturing 1st place at the SNC competition for the seventh consecutive year. This accomplishment reflects the dedication and talent of our students and the strong leadership of their coaching staff. They will attend Districts this weekend in Schuyler. David City Public also hosted the Butler County Arts Council with One Act presentations by East Butler, Aquinas Catholic and David City Public. The students knocked it out of the park and have made several improvements over the last month. The amount of time and effort is impressive, and the talent on display made the evening a great event for the whole community.
- ESports off to State: Our ESports team had 14 state qualifiers with 9 placing at state. There was a pep rally to announce the team, their state qualifying game and a pep talk by the sponsor, Mr. Ebekka. We are proud of their continued success.
- Band and Choir: Our DC middle school and high school band and choir holiday performance was well attended. The music was beautiful, and the fellowship in the commons after the performances was wonderful. It always helps to have sweet treats!

### Professional Development and Leadership

I attended the NSCA Principals Conference in Lincoln, with key sessions focused on:

- Legislative updates
- Communication preparation
- Teacher retention strategies
- The keynote address and workshop, "Lead with Seven Transformative Principles," led by Brett Hoogeveen.

The seven principles for a good workplace addressed were: culture, pride, growth, standards, decisions, conflict, and fun.

### November Faculty Meeting

The [monthly faculty meeting](#) continued the focus of looking at our present supports and ensuring they are done with fidelity so all students are supported. The staff meeting focused on the work we did in the Principal's Advisory Council with Smart Passes, HCT and ACCESS systems. All three are important pieces of our puzzle, but they were being done differently and to varying degrees of interpretation.

- Data from HCT shows that we have fewer students needing this Tier II support as compared to last year. The question was posed—"Is this because we don't want to do the Tier 1 support or because they work and we don't have to use Tier II?" The overwhelming majority of teachers believed that the work they are doing with clear communication with parents, students and using their ACCESS to pull in students has eliminated or reduced the need for HCT.
- The last faculty meeting exposed the need for an improved system for ACCESS. Mr. Shafer created a system where teachers can request students, and teachers can track whether their ACCESS students made it to the assigned teacher or not. This system has proven to greatly improve accountability and reduce the number of students wandering and not making it to their assigned area.
- Smart Passes were brought up in our Principals' Advisory as being done differently by teachers. Some were not using the Smart Pass, some were using it for only bathroom passes and some were using it to fidelity for all reasons to leave the classroom. We all decided that it's important to use this system if a student leaves for any reason. The exception is if a teacher is with the students when they leave the classroom and provide supervision (dressing out for PE or Welding, for example). This ensures we know where students are and reduces safety or "wandering student" issues. We will track the pass data over the next 6 weeks so we can decide if students should continue to get 2 passes per day or increase it by 1. *Teachers were given clarity on the process and that they can always*

*override the 2 pass system if a student needs to use the restroom or see a nurse. We never encourage limiting their access to the restroom.*

#### District-Wide Data Analysis and Planning:

On Friday, November 14th, while students were on break, David City Public Schools educators participated in a focused, district-wide Data Dig Session.

The day began with a presentation by NDE AQuESST director Derek Ippensin, who clarified the principles of an AQuESST designation and the process for federal categorization decisions. This was followed by Brooke Kavan from ESU7, who provided a detailed analysis of the AQuESST data specific to DC Public and its implications.

The afternoon session, led by Laurel Valentine and myself, transitioned to department and grade-level-specific data. Educators utilized a compilation of assessment results from MAP, NSCAS, Dibels, and AQuESST to collaboratively set decision rules for an IDEAL Improvement Action Plan. These department/grade-level plans will be implemented throughout the year, with results reported back in the spring. The day was highly collaborative and successfully centered on strategies for promoting student growth and continuous school improvement.

#### Student Assessment Updates

- Students have been completing their MAP assessments in reading, math, and science.
- Laurel Valentine and Austin Shafer were instrumental in organizing and implementing a seamless plan to complete these assessments without disruption to the school day.
- 7th and 8th grade students will complete the SAEBRS (Social, Academic, and Emotional Behavior Risk Screener), an assessment administered by their teachers.
  - The SAEBRS is a quick tool used in K-12 schools to identify students who may need extra support in social skills, academic engagement, and emotional regulation, helping educators support overall student success.

#### Holiday Spirit and Staff/Student Appreciation

We are prioritizing lifting up our teachers and spreading holiday cheer:

- Teacher Appreciation: We implemented a "Thankful for You" link where staff can give a "shout-out" to colleagues for supportive actions toward students, staff, or the community.
- School Spirit: Dillon Nerud and Heather Allen surveyed students and staff to create the "12 Days of Christmas" dress-up themes leading up to the break.
- Gratitude and Fundraising:
  - Teri Mohrmann and the Ambassadors created a Gratitude Chain.

- The Ambassadors will soon be selling candy canes with thoughtful messages to help students remember the reason for the season.
- Staff Morale: Amy Backstrom organized a wonderful soup day for teachers, providing a small but impactful gesture of good food and time to chat during lunch.

It is clear that our teachers are doing wonderful things for our students and for one another, and their efforts are noticed and greatly appreciated.

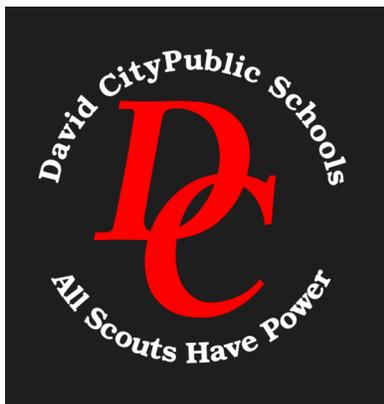
**Thank you for your continued support!**

DC Secondary Principal, Stacy Athow

Chad Lindsley  
Board Report  
12/10/2025

The past few weeks have been a whirlwind for me dealing with some personal issues along with keeping up with everything at school. I do want to give the one-act team and coaches a huge shout out for winning districts and qualifying for state. They put in a ton of work and it is exciting to see it pay off. Below is a brief summary of the key points from the past few weeks. I am definitely looking forward to a little family time with the upcoming winter break.

- We have started conducting interviews for the open physical education position.
- I have been working on finishing up the last of my 2nd quarter observations.
- In preparation for upcoming college career fairs I have been working with Jodi Bruegger in the main office to come up with some new items to give away to prospective teachers. We are getting stress balls and koozies. At college fairs we will put pop in the koozies on the tables for prospective teachers to grab. Below is the art work we will be using for those items.
- I will be working with Mrs. Valentine to help finish up MAP testing for students that are not finished yet.
- Now that winter activities are going we are busy going to and putting on events. I love seeing our students in action even with all the long days and nights.



## **David City Elementary December 2025–26 Board Report**

### **Enrollment**

David City Elementary currently serves 246 students in grades K–6 and 47 students in preschool. At this time, preschool enrollment is full for both half-day and full-day students.

### **Attendance**

Our average K–6 attendance for the past month was 95.5%, up from 93.8% at this time last year. Our chronic absenteeism rate is currently 4.93% (15 out of 304 students), a notable improvement from 8.82% (27 out of 312 students) last year.

### **Professional Development**

On Friday, November 14, 2025, staff participated in a focused professional learning and data analysis morning designed to strengthen instructional decision-making and address student needs. Sessions included a Pyramid Model training for preschool paraprofessionals, a State of the Union Address by Dr Denker, a state data presentation by Derrick Ippensen (NDE), a district data review led by Mrs Valentine & Mrs Athow, a district data dig facilitated by Brooke Kavan, and IDEAL action planning to address identified student learning gaps.

In the afternoon, staff participated in targeted professional learning and curriculum work. Sessions included eduClimber training for the School Improvement Team, development of the 6–12 ELA scope and sequence, CTE pathways work, collaboration on secondary social studies/music/science collaboration, 7–12 math curriculum work time, and Marzano training sessions for second- and third-year teachers.

### **Quiz Bowl & High Ability Learner (HAL) Day**

On Monday, November 17, 2025, 4th through 6th-grade students attended the rescheduled Quiz Bowl event at Thayer Central. Mrs Romshek and Mrs Van Winkle accompanied and transported the students.

Another HAL day occurred on Wednesday, November 19, 2025. Sydney Abbott from the Lower Platte North NRD worked with students using an enviroscape watershed model, building on the watershed activities completed during the previous HAL day. Students participated in a mock watershed management planning activity in which they took on roles such as landowners, business owners, chamber of commerce members, and city council representatives. They engaged in debate around a proposed land development project in a Nebraska community, exploring how different stakeholders hold unique priorities and perspectives. This experience allowed students to consider the complexity of decisions involving natural and human resources, along with the importance of listening to multiple viewpoints.

To close the day, students spent the final 20 minutes playing a Catchphrase-style game designed to strengthen social skills such as encouraging peers, managing impulses, communicating respectfully, and demonstrating good sportsmanship.

### **eduClimber Training**

Our most recent EduClimber training focused on navigating incident and attendance data, supporting staff in learning how to access, interpret, and analyze these reports to inform decision-making and intervention planning. We explored how to filter data by student, grade level, incident type, and time of day, as well as how to spot patterns and trends that may guide proactive support. This work is designed to strengthen our ability to respond with timely interventions, improve communication across teams, and ensure that data is consistently used to support student success.

### **School Improvement Meeting**

The team received an update on previous eduClimber training and shared reflections on the learning so far. We also briefly reviewed progress made during the November 12 meeting. Together, the group drafted an MTSS goal and recorded it within the Continuous Improvement Plan template. The current draft reads:

*By November 2029, the district will both establish and apply a cohesive Multi-Tiered System of Support (MTSS) by defining tiered expectations, adopting a districtwide framework, training all staff for shared understanding, and ensuring consistent implementation through high-quality instructional materials, common data practices, and collaborative leadership across all teams.*

The team then reviewed staff feedback from the November 14 professional development day and examined emerging themes related to a student academic goal, supported by data compiled by Austin Schafer through the eduClimber dashboard. The next School Improvement Team meeting is scheduled for January 21, 2026.

### **Facilities**

A new vinyl privacy fence with a locked gate was installed around the preschool playground. While we had hoped to keep this space open for community use after hours, ongoing vandalism, misuse of equipment, and frequent situations involving unsupervised children playing on the equipment left us with no other safe or responsible option. The new fence will help protect the playground, ensure student safety, and preserve the equipment for school-day use.

### **Christmas Concerts**

The K–3 Christmas Concert was held on Tuesday, December 2, 2025, at 6:30 PM. We had a wonderful turnout, and the students did an excellent job performing festive winter songs, helping to usher in the Christmas season. A special thanks to Mrs Kozisek for her outstanding work organizing the concert and preparing our young musicians.

On Monday, December 15th, preschool will hold its annual Christmas program at 8:15 am in the elementary gymnasium.

### **Coat/Food Drive**

The Student Leadership Team organized a coat and food drive during the week of December 2nd, using a class competition format to make it fun and engaging for students. This year, the 5th-grade class won the competition, earning a pizza party and a 30-minute Christmas movie. Following the drive, we will host a shopping night for students and their families to select any items they may need.

### **DARE Graduation**

On Monday, December 8th, our 6th-grade students celebrated their DARE graduation. Throughout the semester, Police Chief Marla Schnell guided students through the DARE program, teaching important lessons about making safe and responsible choices, resisting peer pressure, and developing strong decision-making skills. The program also emphasized respect, personal responsibility, and the importance of positive relationships.

Mrs Greenfield served as the guest speaker for the ceremony, congratulating students on their commitment and growth. The graduation was a proud moment for students, families, and staff, highlighting their hard work and the valuable life skills they gained through DARE.

### **Looking Ahead**

- **Last Day Before Break:** Friday, December 19 – Full Day of School
- **School Resumes:** Tuesday, January 6, 2026

**December Newsletter [Link](#)**

Bellwood Board of Education Report  
December 2025

Another month of the school year has flown by. It is crazy to think that it is already December, and the end of the semester and winter break will be upon us in only a few days. Overall, there have been so many positive things that have happened at Bellwood Elementary this year. Below are a few events from the past month.

### **Senior Citizen Luncheon**

On Monday, November 17, Bellwood Elementary hosted its second senior citizen luncheon for the school year. This event is growing each time as we are having more and more community participation with each event. Students love to have their grandparents come to school and eat with them. This time we had 40 guests in attendance, which was the most we have ever had.



### **Winter Concert**

The Bellwood Elementary Winter Concert was held on Friday, December 5th, and it was truly an amazing school-wide event. All students in grades preschool through 5th grade performed, and they did a great job. Miss Hein prepared the preschool students, and Mrs Kozisek prepared the kindergarten through 5th-grade students. All grade levels each made a winter-themed decoration for the gym. We had a packed gym with probably around 200 or more in attendance. Our winter concert is such a great community event and a true highlight of the year.



### **2nd Grade Field Trip**

The second-grade classes from both buildings took a field trip to the Stuhr Museum on Monday, December 8th. While at the museum, they participated in a “Winter on the Prairie” experience. The students got to string popcorn and participate in other winter activities that the pioneers would have. This field trip will give students background knowledge for some of the history lessons coming up second semester. Mrs Smith applied to the Stuhr Museum to get the entrance fee to the museum paid for through Title I funds.



### **Mid-Year Assessments**

Since it is the month of December, it means that we are doing our mid-year assessments, so we can see how much growth students have made so far this year.

- On Thursday, December 4th, we did our DIBELS middle-of-the-year benchmark assessment for reading. Looking at the preliminary data, many of our students have made a lot of growth so far this year in their reading skills.
- We are in the process of giving our NWEA MAP assessments this week, from December 8th through the 12th.
- On Tuesday, December 16th, Bellwood Elementary will host our grade-level data day meetings. We will take this time to analyze the data from both DIBELS and NWEA MAP and make changes to intervention groups as needed.

### **December Newsletter**

The Bellwood Elementary December Newsletter is linked here: [link](#).

If you have any questions, please let me know.

Peggy Romshek

Bellwood Elementary Principal

12/5/2025

School Board Report: Special Education

Submitted by: Kari Daniels

This is short and sweet. What I really want to comment on is the fantastic group of teachers and administrators employed by David City Public Schools. I was in a car accident while visiting my daughter over Thanksgiving and have been out for this entire week. It has been rough. What has helped to speed my recovery is the amount of support that I have received from everyone. Some staff delivered meals to me and I received many calls and texts asking if I needed anything. It was so sweet and greatly appreciated. I was able to participate in all of the scheduled meetings via phone or zoom, thankfully, due to the flexibility of our team members. There were many other tasks that could be completed from home, but it is not a substitute for being there in person. I am looking forward to returning on Monday with a few follow-up visits scheduled.

Just know that your employees are thoughtful and caring people who truly do their best to take care of not only students, but each other as well. It is another thing to be thankful for this holiday season.

**All Scouts Have Power**

## Activities Director Board Report 12/8/25

### **Overall**

David City attended the B-4 District One Act on Saturday, 12/6/24, where we were the District Champions. We had multiple actors receive superior ratings, along with Hayden Valentine receiving a Most Outstanding Actor Award. The One Act team will perform at the state competition in Norfolk at the Johnny Carson Theater on Friday, 12/12 at 2:15.

Winter sports are well underway. All teams have good participation numbers.

MS Girls Basketball - 8

Record: 3-1

MS Boys Wrestling - 24

Boys HS Basketball - 17

Record: 0-2

Girls HS Basketball - 13

Record: 1-1

Girls HS Wrestling - 24- total - DC-11, 7- SRC, 6- East Butler

Finished 6th out of 22 teams at Doane University

Boys HS Wrestling - 24

Finished 3rd at O'Neill

Esports - Rocket League team is a 5-time consecutive State Champs!

Rocket League - State Champion

Gerson Carreto, Julien Marick, Logan Smith-Martinez, Justin Watts-Dinkelman

Marvel Rivals - Runner Up

Corbin Anderson, John Benes, Jackson Harris, Trevin Jahde, Julien Marick, Zayne Mittleider, Randall Page, Bengiel Rivera, Justin Watts-Dinkelman

Chess - Runner Up

Justin Watts-Dinkelman

Smash Bros - 7th Place

Gerson Carreto

### **Schedule:**

Due to space constraints, the middle school girls' basketball game scheduled for Monday, 12/8, was moved to the David City Auditorium. The Cheer and Dance clinic had over 100 participants and was not able to fit in the DCE cafeteria.

**Community Relations****Visits to School**

*current policy; no changes*

The Board of Education and staff of the school district welcome members of the community and other interested persons to visit the schools. School improvements often come from suggestions originating in such visits.

The Superintendent is authorized to establish such regulations as will: (1) encourage visitors to observe the schools; (2) provide for appropriate hospitality for visitors; (3) channel expressions of approval as well as constructive criticism to the board; (4) ensure that such visits will enhance the effect of the educational program rather than hinder it.

Visitors are to be made to feel welcome. They must be routed to the school office for greeting by the principal and for guide service. Each visitor will be given a request to return to the principal's office for leave-taking and an invitation to return.

There shall be no solicitation by teachers or pupils on personal matters on the school premises by salesmen or agents. All persons who enter the school buildings while school is in session in either of the foregoing two categories are to be asked by the principal to schedule their visits after school hours.

Board of Education members who visit schools of their own volition have no more authority than any other citizen. Board members have authority only in regularly called meetings of the board, or when delegated specific tasks by board action.

**Visits by Children Below School Age and Out of School**

All children below school age are to be accompanied by parents when visiting in school buildings. Visits to the school by children under the age of four will be discouraged.

**Loitering or Causing a Disturbance**

All persons, except employees of the school district and representatives of firms performing service for the school and public Utility firms in the act of carrying out their duties, shall be prohibited from loitering on the school grounds or in the school buildings or from moving about the buildings and grounds while school is in session without first having obtained permission of the superintendent or principal. Any person seeking such permission shall be required to go immediately to the proper office and shall not move about the grounds or buildings until such permission is secured. All school personnel are required to aid in enforcing this rule.

Legal References: 79-1272 Teachers, solicitation by agent prohibited; exceptions

Policy Adopted: Jan 10, 1983

Policy Reviewed/Revised: Feb 12, 2007; Oct 14, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations****Annual Report and School Improvement***current policy*

The Superintendent or Board President shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent or Board President shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Policy Adopted: July 13, 2020

Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

Community Relations

*Current policy; no changes*

Public Access to School Records - Examination, Making Memoranda, and Copying

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine School District records, when permitted by law. The School District shall not make records of individual students, personnel, or other confidential material available, except as allowed by law or compelled by court order.

2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday, except legal holidays or other days the District is closed.

3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:

(a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.

(b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall determine a reasonable fee for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.

4. For residents of Nebraska and news media desiring to submit a public records request to the School District, a requester must submit a written request to the School District. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:

(a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;

(b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district; or

(c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. If the response to the request is expected to require more than eight cumulative hours of staff time spent searching, identifying, physically redacting, or copying, the District may require the requester to furnish a deposit, as permitted under the Public Records Request Laws.

5. For nonresidents of Nebraska, a requester must submit a written request to the School District. The School District may then require the requester to submit a deposit, as permitted under the Public Records Request Laws.

Legal Reference: Neb. Rev. Stat. Sec. 84-712 et seq.

Policy Adopted: June 12, 2024

Policy Reviewed/Revised: Dec 10, 2025

**Denial of Access To School District Records Form A**

Name of Requester: \_\_\_\_\_

Date of School Record Request: \_\_\_\_\_

Name of Administrator Denying Record Request: \_\_\_\_\_

Description of Records Requested (Actual written request for record may be attached): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please be advised that the school district has determined that there is a legal basis for a denial of access or copies to all or a portion of the school record requested, and hereby provides the following information in regarding such denial:

A. Description of the contents of the records withheld: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Statement of the specific reasons for the denial (Correlate specific portions of the records to specific reasons; include citation of statute expressly providing that particular information or records shall not be made public): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE: Pursuant to Neb. Rev. Stat. §84-712.03, you may have a right of judicial or administrative review of the denial of access to school district records set forth above, including a right to petition for a writ of mandamus, or petition the Attorney General to review the record to determine if it may be withheld from public inspection.**

Rules and Regulations Adopted: Nov 13, 2000  
Rules and Regulations Reviewed/Revised: Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; June 12, 2024  
Dec 10, 2025

**Explanation of Delay in Fulfilling Request for School District Records**

Your entire request for school district records cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of such request due to (check all applicable boxes):

- ° Significant difficulty in compiling or copying such records;
- ° Extensiveness of the request.
- A. Additional Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- B. Projected Date of Fulfilling Request: \_\_\_\_\_
- C. Projected Cost of Copies:       \$ \_\_\_\_\_

Modification or Prioritization of Request: You may modify or prioritize the items in your request to expedite the availability of the school records requested; please set forth your modification or prioritized items in the space provided below and return to the office of the business office:

\_\_\_\_\_  
\_\_\_\_\_

Rules and Regulations Adopted:	Nov 13, 2000
Rules and Regulations Reviewed/Revised:	Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; June 12, 2024 Dec 10, 2025

**Community Relations****Advertising***current policy*

David City Public Schools Board of Education intends that its facilities and programs not be used as advertising or promotional media except as expressly permitted by this policy. The Board of Education does not sponsor any of its advertisers and no sponsorship of the advertisers or approval of the message of the advertisers should be implied to the extent advertising is permitted to occur. Where deemed appropriate, a disclaimer of such sponsorship may be required to be placed on any advertisement.

Advertising for purposes of this policy means the promotion of a product (goods or services) or an event by giving public notice using verbal, written or pictorial methods. Advertising includes the distribution of promotional items (e.g., pens, footballs, or Frisbees with a business logo) and the giving away of sample products.

To the extent advertising is to occur in the school setting, the Board expresses a preference for advertising which includes messages that promote the school district, encourages student achievement and encourages the establishment of high standards of personal conduct.

Where approval for advertising is required under this policy, it shall be the responsibility of the Superintendent or the Superintendent's designee to determine whether to grant approval. Approval given by the Superintendent shall be subject to review of the Board of Education or an appropriate Board committee upon request of either the Superintendent, the firm which has requested to advertise, or a patron of the District. In the absence of other criteria or considerations, the determination of whether to grant approval shall be based on whether the overall benefits to the school and to the staff and students outweighs the negative influences of advertising on the educational mission of the school.

1. Classrooms and Instructional Activities.

Because instruction is the primary purpose of schools, and recognizing that students are required to be in attendance in classrooms during regular school hours, no advertising or promotional materials shall be allowed in classrooms or as a part of instructional activities.

It is recognized that some instructional and informational material may include advertising as a secondary purpose, and that such material may not be otherwise available for the benefit of students. As such, materials used for instruction which contain or display mention of the sponsoring or producing firm and/or the symbol or "logo" of that firm are permitted. Approval shall be required for materials used for instruction which include advertising or promotional messages beyond the name of the producing or sponsoring firm or the slogan or "logo" of such firm.

2. Distributions and Postings.

The distribution of materials by the school to students or parents (flyers and the like) and postings on school bulletin boards and the like are non-public forums which are restricted to school purposes. This policy permits non-school distributions or postings only to the extent such advances the school's purpose of informing students or parents of activities or events consistent with the District's educational mission. The school shall control the nature and timing of such distributions or postings and school materials shall in all events preempt distributions or postings of non-school materials.

a. Materials from not-for-profit community service and youth-serving agencies to inform students and their families of programs or events for youth may be distributed or posted.

b. Materials from commercial enterprises for the primary purpose of providing activities appropriate for youth; e.g., child care, educational programs, and camps, may be distributed or posted.

c. Community service information from other governmental agencies may be distributed or posted.

No material shall be distributed or posted which, in the guise of announcing a program or event, contains political messages, direct exhortations to a religious observance, or information which is not permitted under the "non-permitted advertising" provisions of this regulation (except for the goods and services restriction contained therein).

3. School Publications.

School publications are non-public forums which are restricted to school purposes. This policy permits non-school advertising to be included in school publications only to the extent such advances the school's purpose of informing students or parents of activities or events consistent with the District's educational mission and school purposes and the purpose of providing funds for the cost of creating and distributing the school publication. The nature and content of any such advertising shall be subject to the control and discretion of the administration. No advertising shall occur in school publications which are not consistent with the restrictions placed on distributions and postings or which are not consistent with the restrictions placed on advertising in athletic facilities, the school web-site and non-instructional settings, as set forth in this policy.

4. Athletic Facilities, School Web Site and Non-Instructional Settings.

Advertising or promotional materials may be distributed or displayed in or on district facilities or grounds at the following locations: athletic facilities and the district's electronic media (web site). Advertising or promotional materials may also be distributed or displayed in other school facilities but only during non-instructional time (e.g., during extracurricular activities or events). Such advertising or promotions are subject to advance approval which may be conditioned on specific terms and conditions for such to be distributed or displayed, and shall be subject to the restrictions set forth below.

a. Permitted Advertising. The advertising locations are hereby designated as non-public forums which are being opened for a limited purpose. The purposes are limited to advertising goods and services consistent with the District's educational mission and school purposes. The types of goods and services which are generally considered permissible for advertisement (subject to the provisions below on “non-permitted advertising”) include:

- Financial Institutions, e.g., banking and insurance companies
- Media institutions, e.g., radio, television, newspaper
- Apparel and furnishings
- Restaurants, including fast food and other eateries
- Sports equipment
- Electronic equipment
- Computer hardware, software and peripherals
- Photographic equipment and supplies
- Automobiles, trucks, sport utility vehicles, automotive parts, supplies, fuel and motor lubricants
- Oral hygiene products, e.g., toothpaste and mouthwash
- First aid products
- Medicines (nonprescription medicines, not including stimulants)
- Wrist watches
- Writing implements
- Publications, e.g., books and magazines
- Popular, classical and other music, e.g., CDs, and cassette tapes
- Family entertainment businesses, e.g., theatres and arcades
- Furniture, carpeting, rugs and home furnishings
- General consumer foods, beverages and dry goods
- Office and business products

b. Non-Permitted Advertising. Non-permitted advertising or activity consists of anything of a nature or intent that:

- is obscene, profane, vulgar, prurient, defamatory, abusive, impolite, or controversial in the context of the school environment
- contains sexual content or sexual overtones
- demeans, harasses or ridicules or discriminates against any person or group of persons on the basis of gender, ethnicity, race, religion, disability or age
- is defamatory to any person or company
- promotes goods or services not suitable for minors
- promotes hostility, disorder, violence, or disrespect for the government or school officials
- may endanger the safety of persons, inhibit the proper functioning of the school activity, or create potential for school district liability
- overrides the school district’s identity
- promotes, favors or opposes the candidacy of any candidate for election, adoption of any bond/budget issues or any public question to be submitted at any school or other election or to be considered by the school board or other government body

- interferes with any school district advertising or marketing program
- is of poor production quality
- contains messages which are otherwise not legally permissible
- is otherwise not suitable for children or the school setting

The determination of whether advertising complies with the foregoing restrictions shall be determined within the sole discretion of the Superintendent or the Superintendent's designee, subject to review of the Board of Education or an appropriate Board committee.

The types of goods and services, which are generally considered non-permissible for advertisement, and for which the non-public forums are not to be used include, without limitation, the following:

- Tobacco, e.g., cigarettes, cigars, chewing tobacco, synthetic nicotine pouches, vaping substances, pipes and pipe tobacco and rolling paper and all other smoking/vaping accessories
- Liquor and other alcoholic beverages and products
- Firearms and all other forms of weapons
- Sexual aids or enhancements, condoms, prophylactics and other birth control devices, products and programs
- Pornographic and other adult publications
- Pornographic and other adult video, audio, and computer content
- Illegal drugs and drug paraphernalia
- Since permitted advertising is limited to goods and services, it is not intended to open the district, or its facilities or grounds to advertising outside the scope of goods and services, such as political advertising or advertisements promoting particular personal or religious beliefs, or to controversial topics or positions.

#### 5. Charges and Fees.

For distributions and postings, there shall be no charge, provided that the costs of the materials to be distributed must be borne by the advertiser and not the school and the distribution or posting shall cause no additional cost to the school.

For advertising in school publications and in athletic facilities, the school web-site and non-instructional settings, the advertiser shall pay a charge consistent with such uniform system of charges for advertising as the Superintendent or the Board of Education may establish. In the absence of a set charge for a particular advertising proposal, the Superintendent shall set a charge which is fair and reasonable. Consideration of the appropriate charge may include the benefits to be provided to the school, students and staff which may be provided as part of the advertising (e.g., the charge for a promotional give-away which involves providing items of value to the school district or recipients may be negligible or may be waived). The charge may consist of permitting advertising in consideration of a donation to the school.

Policy Adopted: Sept 12, 2005

Policy Reviewed/Revised: Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Funerals**

*current policy; no changes*

Because of the many emotions that funerals evoke and the lasting impact in facilities where funerals are held, it is the policy of the David City Public Schools to support the use of local funeral homes and religious institutions for funerals. Funerals may not be held in the David City Public Schools or on school property.

*delete policy  
add to 1100*

Policy Adopted: October 13, 2014  
Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Community Use of School Facilities**

*current policy*

School facilities are primarily intended for the District’s educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

The District’s facilities are designed as nonpublic forums. Accordingly, applications will not be accepted for uses that may conflict with or that disrupt the District’s educational or extracurricular activity programs or that would be inconsistent with the mission of the District.

*revised wording*

Funeral, bereavement, and memorial services are not permitted in the David City Public Schools or on school grounds. Because of the many emotions evoked and the lasting impact, there is a risk of harm, emotional or otherwise, to David City Public Schools students. Such risks include the potential that some students will associate the school facility with death. Such risks also include the potential to activate a trauma response in students or staff who are vulnerable due to their own personal trauma experiences. Where the deceased committed suicide, there is also a risk that students predisposed to suicide will believe that they likewise should commit suicide to be noticed. It is the policy of the District to support the use of local funeral homes and religious institutions for such services.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board’s “Community Use of School Facilities” Policy 1300. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the NSAA.
- f. Uses that involves gambling or games of chance.
- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff is not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to 1:00 p.m.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
  - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
  - ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
  - iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburses the District for any expense the District has incurred.

### 3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
  - i. Comply with all local, state and federal laws, including health and fire codes.
  - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
  - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
  - i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
  - ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
  - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
  - iv. Possesses a firearm or a weapon.
  - v. Engages in disorderly, lewd, or lascivious conduct.
  - vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
  - ii. Not use or allow any school equipment to be used without express approval of school administration.
  - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
  - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
  - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
  - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
  - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
  - viii. Not cause or allow others to cause damage to school facilities or equipment.
    1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
    2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.

3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
  - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the cost of such clean-up.
  - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured if requested. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
  - ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
  - iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.

- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.

- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Policy Adopted: August 12, 2008  
Policy Reviewed/Revised: Oct 13, 2014; Dec 12, 2016; Aug 13, 2018; July 12, 2021;  
Nov 8, 2021; Dec 10, 2025

DAVID CITY PUBLIC SCHOOLS  
SCHEDULE OF RATES FOR FACILITY USE

<u>Building/Area</u>	<u>Rate of Charge</u>
<b>David City High School:</b>	
Activities Center Gym when no admission is charged	\$200.00
If school locker rooms are used	\$250.00
Activities Center Gym when admission is charged	\$300.00
If school locker rooms are used	\$350.00
New Commons when no admission is charged	\$50.00
New Commons when admission is charged	\$100.00
Gym Rental by the hour (2 hour maximum) (no custodial need)	\$20.00
Wrestling Room when no admission is charged	\$50.00
Wrestling Room when admission is charged	\$100.00
<b>David City or Bellwood Elementary:</b>	
Elementary Gym when no admission is charged	\$150.00
Elementary Gym when admission is charged	\$250.00
Multi-purpose Room when no admission is charged	\$50.00
Multi-purpose Room when admission is charged	\$100.00
Multi-purpose Room with kitchen equipment*	\$150.00
<b>Elementary and Secondary:</b>	
Use of Any Classroom (per classroom):	
When no admission is charged	\$25.00
When admission is charged	\$40.00

**TERMS AND CONDITIONS**

- All charges are based on a per day charge.
- Use of facilities for 4 hours or less will be charged one-half (1/2) of the daily rate.
- The charges include the time for one (1) custodian, if a custodian is on regular duty. Should the services of additional personnel be required by the administration, due to the nature of the use request, the charges will be based on one and one-half times the regular hourly rate of the head custodian per additional employee needed.
- When kitchen equipment is used, a school cook **MUST** be present and shall be paid based on the head cook's hourly rate. Renter will be charged the additional cost of the cook.
- No rent will be charged for use of the facility for use when David City Public School students are the exclusive group involved. (Examples: club volleyball, basketball, organizational planning for a school group, etc.)
- A local non-profit organization will receive a 30% discount.
- The superintendent may use his/her discretion for special circumstances including a community-based event using both gyms if sponsored by local organized youth organization.

Policy Adopted: March 10, 1997  
Policy Reviewed/Revised: Feb 12, 2007; June 13, 2011; Oct 13, 2014; Aug 13, 2018;  
July 12, 2021; Nov 8, 2021; Dec 10, 2025

**Community Use of School Facilities**

Policy No. 1100 Appendix 2

DAVID CITY PUBLIC SCHOOLS  
EQUIPMENT/FURNITURE/OTHER PROPERTY LOAN FEES

Property Requested For Loan:

\_\_\_\_\_  
\_\_\_\_\_

Serial Number (if applicable): \_\_\_\_\_

Date to be picked up: \_\_\_\_\_

Date to be returned: \_\_\_\_\_

Name of person picking up item(s): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Chairs: \$1.00 each

Tables: \$5.00 each

Risers: \$10.00 each

Projector: \$25.00 each

Computer: \$40.00 each

Trailer: \$40.00

Other: To be determined by Superintendent

**Damaged, destroyed, or missing items will be charged to the individual borrower at actual costs to the District.**

District Administrator Authorizing Loan: \_\_\_\_\_

Arrangements for picking up and returning items must be made with a District Administrator. Length of loan is generally 3-5 days. Longer loan requires prior approval.

Payment Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**Payment must be received by the District Business Manager prior to borrowing property.**

Check # \_\_\_\_\_

Cash \_\_\_\_\_

## Community Relations

### Use of School Facilities: Student Groups and Boy Scouts

1. Equal Access to Student Groups. In the event any of the secondary schools (grades 7-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during non-instructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a non-participatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2. Equal Access to Boy Scouts. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a “patriotic society.” The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other non-curriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34 CFR  
Part 108

Policy Adopted: August 10, 2009  
Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Recording of Others**

*current policy; no changes*

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference:       Neb. Rev. Stat. § 86-290  
                              Letter to Anonymous, 40 IDELR 70 (OSEP 2003)

Policy Adopted:         June 11, 2018  
Policy Reviewed/Revised:   Nov 8, 2021; Dec 10, 2025

**Community Relations****Use of Weight Room**

*current policy; no changes*

The high school weight room may be used by current students, staff, and persons with close affiliations to the District who are also serving the District (ex. Board member, volunteer coach) in accordance with established rules and with Superintendent approval.

Approved spouses of current staff may also use the weight room.

**Conditions for Approval**

To be approved for use of the weight room, spouses and close school affiliates must:

1. Complete an application to use the weight room;
2. Be a suitable person to be in an area where students may be present. This will be determined based on:
  - a. personal disclosures in the application;
  - b. a criminal background check and HHS child abuse/neglect check at the applicant's expense upon initial application and every 3 years thereafter;
  - c. compliance with the self-reporting policy.
3. Complete a release of liability;
4. Complete training from one of the District's strength training teachers prior to first use.

**Terms of Use**

The times the weight room will be open for use by use by spouses of employees and by close school affiliates will be set by the school administration. The times of use will be similar to those established for staff usage. The weight room will not be available to employees, employee spouses, or close school affiliates at times that conflict with the use of the weight room by students for classes or for activities.

Rules for use of the weight room must be followed. These rules may be changed from time to time by the Board of Education or school administration. Permission to use the weight room may be denied if the employee's spouse or close school affiliate fails to follow the rules or otherwise demonstrates that he or she is not a suitable person to be in an area where students may be present.

**Access**

Spouses of employees are to access the weight room using the key of their employee-spouse. Close school affiliates can check out an entry fob and key from the high school office.

Policy Approved: Nov 13, 2018

Policy Reviewed/Revised: Nov 11, 2019; Nov 8, 2021; Dec 10, 2025

# Application to Use Weight Room David City Public Schools

750 D Street  
David City, NE 68632-1724  
Phone: 402-367-4590 Fax: 402-367-3479

## I. CONTACT INFORMATION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ E-mail \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
My spouse is employed by David City Public Schools \_\_\_ Yes \_\_\_ No.  
Name of Spouse: \_\_\_\_\_

## II. PERSONAL DISCLOSURE

I affirm that I have never been convicted, been subject to a restraining order, or had a license revoked or denied in any way involving any of the following:

- a felony;
- rape, including statutory rape, or any other sexual assault;
- sexual conduct with a minor of any kind;
- abuse of a minor or child of any kind;
- endangerment of a child or debauching a minor;
- public indecency;
- prostitution, pandering, or keeping a place of prostitution;
- assault or battery
- kidnapping, false imprisonment or abduction;
- child pornography; or
- any offense in which a minor was a victim or a witness.

## III. SELF-REPORTING

I agree to the following self-reporting obligations. I agree that I must notify the Superintendent or the High School Principal by the next working day after:

1. Arrest or Criminal Charges. I am arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration;
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - c. Conviction would impact the appropriateness of me being in a school environment;  
or
  - d. The arrest or the alleged criminal activity occurred while I was on school property or at a school-supervised activity or school-sponsored function.

2. Child Abuse. I become aware that a report of child abuse or neglect has been made against me.

#### IV. FOLLOW RULES

I agree to follow the rules for use of the weight room and to follow directives that may be given to me by staff with regard to use of the weight room. I understand that the rules may change.

#### V. VERIFICATION

I certify that I have made true, correct and complete answers and statements on this application in the knowledge that they may be relied upon in considering my application. I understand it is my responsibility to immediately provide updated, correct information if any of the information changes at any time. I understand that any omission, falsification or misrepresentation made by me on this application or any supplement will be sufficient to deny my application or to revoke me permission to use the weight room. I understand that disclosure of social security number is optional. It will be used to conduct background checks for purposes of this application.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_, 20\_\_

It is the policy of David City Public Schools to not discriminate on the basis of sex, disability, pregnancy, childbirth or related medical condition, race (including skin color, hair texture and protective hairstyles), color, religion, marital status, veteran status, national or ethnic origin, sexual orientation or gender identity, or other protected status in its educational programs, admission policies, employment policies or other administered programs.

## **Rules for Use of Weight Room**

### **David City Public Schools**

1. Use of the Fitness Center. Community use is restricted to employees, their approved spouses, and close school affiliates serving the district. Any child must be accompanied and supervised at all times by a responsible adult family member and must not be in the weight room. Use of the weight room does not authorize you to be in other parts of the school building without following established procedures for checking into the building. Persons who access the weight room or the building without authority will be considered trespassers.
2. Protect Keys. Employees are not permitted to: (a) share their keys with other except their approved spouse or (b) let others in the weight room without using their own key. Do not lose the key or place it where others may take it.
3. Injury Prevention.
  - a. Use is at your own risk. If you have health concerns see your doctor before starting an exercise program. Use common sense.
  - b. Use only equipment that you know how to use. Ask for instruction from approved trainers. Follow equipment instructions and instructions of supervisors.
  - c. Warm up and properly stretching guidelines prior to using the weight room.
  - d. When using free weights (squats, cleans, dead lifts, or power pushes) use a weight belt and use a spotter.
4. Appropriate Attire. Wear clothing appropriate for a school environment. This means no tight fitting or revealing clothing or clothing with messages which students are not permitted to wear during the school day. Shoes must be safe for work outs and not be of a type which may cause marks or dents in the floor (no cleats). Do not wear items which may interfere with safe use, such as loose necklaces, dangling earrings, or head coverings other than sweat bands.
5. Respect the Facility and Other Users:
  - a. Unload weights from machine or bar after each use.
  - b. Do not allow weights to drop or slam together.
  - c. Towel perspiration from benches and grips after use.
  - d. Stay out of staff desks, school files, and the belongings of others.
  - e. No horseplay or offensive language.
  - f. Keep music to a volume low enough for conversation.
  - g. No food or gum. Water should be used as needed for appropriate hydration in an appropriate (closed) container. No other liquids are permitted. Of course, tobacco, alcohol, drugs and weapons are prohibited.
6. Reports. Report to the supervisor or school administration: any unsafe condition, any injury to yourself or others and any rule violations by other members by the following business day.
7. Emergencies. In case of emergency DIAL 911 and inform the supervisor or school administration.

**Release of Liability for Use of Weight Room**  
**David City Public Schools**

I have read the policy and the rules and regulations for the use of the weight room. I fully understand them and I agree to comply with them, including as such modifications as may be made from time to time. I agree to modify my workout to conform to the wishes of David City Public Schools if asked to do so. I understand that the use of the weight room is a privilege and not a right and that my approval for use may be revoked or restricted.

I agree to leave the weight room if asked to do so by a member of the school staff or any supervisor and understand if I am present without permission that I would be a trespasser. I also agree to promptly report to the administration: (1) any failure by any other person to follow the rules of the facility or (2) any unsafe condition. I am aware that a surveillance camera may be in use.

I am aware of the risks involved in the use of the weight room and its equipment and that the use of the weight room and its equipment could result in injury or harm to myself. I acknowledge and assume any such risk to my person or property connected in any way with the weight room and its equipment. I hereby agree to hold David City Public Schools, the Board of Education, employees and agents of the District, and any trainers or supervisors, whether they be employees or volunteers, harmless from any and all personal injury to myself or damage to my property in any way related to my use of the weight room or its equipment.

I sign this Release as my own voluntary act.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_, 20\_\_\_\_

**Community Relations****Bulletin Boards, Display Case, and Posted Material***current policy*

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

Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control

Policy Adopted: June 14, 2021

Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations****Tobacco Policy***current policy*

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

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

Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Policy Adopted: August 25, 2014

Policy Reviewed/Revised: June 10, 2019; Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Textbook Loans to Children Enrolled in Certain Private Schools in Nebraska**

The Board of Education of David City Public Schools will purchase and loan textbooks to certain students attending certain private schools to the extent that funds are provided for the purchase and loan of such textbooks by the Nebraska Department of Education in accordance with 79-4,118 and Nebraska Department of Education Title 92, Rule 4. The Superintendent or the Superintendent's designee will be responsible for implementing this policy in accordance with Nebraska Statutes and State Department of Education regulations.

delete the policy  
no longer necessary  
handled by NDE

Policy Adopted: ???  
Policy Reviewed/Revised: Feb 12, 2007; Nov 8, 2021

Community RelationsPersonnel - All Employees and StudentsAnti-discrimination

*current policy; no changes*

**A. Elimination of Discrimination.**

The policy of David City Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

David City Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of David City Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

**B. Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** David City Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, David City Public Schools will endeavor to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment is a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment is a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of suspected unlawful discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the suspected unlawful discrimination or harassment continues, the complaint should be reported to the Superintendent of David City Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be sent to the President of the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of suspected unlawful discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Policy Adopted: July 9, 2025  
Policy Reviewed/Revised: Dec 10, 2025

**Community Relations**

*current policy; no changes*

**ADA and Section 504 Grievance Procedure**

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

- 1) Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- 2) Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- 3) Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- 4) The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- 5) The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
- 6) In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).

- 7) A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

Legal Reference:       Americans with Disabilities Act of 1990 (ADA)  
                              Section 504 of the Rehabilitation Act of 1973 (Section 504)

Policy Adopted:           Nov 9, 2009  
Policy Reviewed/Revised:   Nov 8, 2021; Dec 10, 2025

## Community Relations

### Service Animals

*current policy; no changes*

Individuals with a disability shall be permitted to use a service animal on school premises as and to the extent provided by law.

#### 1. Definition of Service Animal

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are in certain circumstances entitled to similar treatment.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks that a service dog may perform to meet this definition include:

- Navigation: assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting: alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Protection: providing non-violent protection or rescue work,
- Pulling: pulling a wheelchair,
- Seizure: assisting an individual during a seizure,
- Allergens: alerting individuals to the presence of allergens,
- Retrieving: retrieving items such as medicine or the telephone,
- Physical support: providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Interrupting behaviors: helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Work or tasks that are excluded from meeting the definition are:

- Guard dogs: the crime deterrent effects of an animal's presence and
- Companion dogs: the provision of emotional support, well-being, comfort, or companionship.

#### 2. Permit Presence of Service Animals

An individual with a disability shall be permitted to be accompanied by his or her service animal in all areas where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A bona fide trainer of a service animal also has the right to be accompanied by such animal in training. The individual may not be required to pay an extra fee for the service animal to attend events for which a fee is charged.

Service animals may be excluded from school premises if:

- a. The service animal is out of control and the service animal's handler does not take effective action to control it;
- b. The service animal is not housebroken; or
- c. The presence of the service animal poses a direct threat to the health or safety of others. To determine whether a "direct threat" exists, an "individualized assessment" is to be made to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

3. Control of the Service Animal.

The service animal must be under the control of its handler. In most cases, the dog must have a harness, leash, or other tether. The service animal does not need to be on a leash, however, if the handler is unable because of a disability to use a leash. A leash is also not required if it would interfere with the service animal's safe, effective performance of work or tasks. If either of the leash exceptions applies the service animal must be under the handler's control via voice control, signals, or other effective means.

4. Responsibility for Care or Supervision.

The school district is not responsible for the care or supervision of the service animal. The individual with the service animal shall be liable for any damage done to the premises or facilities or to any person by such animal.

5. Inquiries.

When addressing a service animal matter, staff shall not ask about the nature or extent of the person's disability.

Staff may not ask questions about the dog's qualifications as a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. Examples include where the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

Where it is not readily apparent that the dog qualifies as a service animal, staff may ask if the dog's presence is required because of a disability and what work or task the dog has been trained to perform. Staff may not require documentation, such as proof that the dog has been certified, trained, or licensed as a service animal.

Legal Reference: Americans with Disabilities Act of 1990 (ADA), 28 CFR §28.104 and §35.136; Section 504 of the Rehabilitation Act of 1973 (Section 504); and Neb. Rev. Stat. §§20-126.01 and 20-127

Policy Adopted: August 8, 2011  
Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations***Current policy***Acceptance of Gifts, Grants, Bequests, Memorials, and Memorial Funds**

The Superintendent or Board of Education may accept gifts for use by the school, provided restrictions are not placed on its use that discriminate among pupils on any basis other than school grade subject or limits the Board in its duties in operation of the school.

Gifts, grants, bequests, and memorials to the school district or a school building which represent capital or a program improvement may be accepted by the Board of Education. Any gifts, grants, bequests, and memorials presented to the school district must be accompanied by a letter from the donor for official action and recognition by the Board of Education.

To be acceptable, a gift, grant, bequest, or memorial must satisfy the following criteria:

1. Have a purpose consistent with those of the school;
2. Offered by a donor acceptable to the Board;
3. Will not add to staff load;
4. Will not begin a program which the board would be unwilling to take over when gift or grant funds are exhausted;
5. Would not bring undesirable or hidden costs to the school system;
6. Place no liability or restrictions on the school program in regards to agreement for maintenance of the article, conditions on its use, or commitment for replacement;
7. Will not be inappropriate or harmful to the best education of pupils;
8. Will not imply endorsement of any business or product;
9. Shall not promote a political cause or a religious view;
10. When applicable, conform to minimum specification of quality standards as established by the district;
11. Not be in conflict with any provisions of the school code or public law.

All gifts, grants, bequests, and memorials become school district property which shall assume the right to remove or change the items or to use them in another school building.

A letter of appreciation signed by the President of the Board and by the Superintendent of Schools shall be sent to a donor. Publicity releases and/or announcements about gifts, grants, bequests, and memorials should not precede action of acceptance by the Board of Education.

Gifts, grants, and bequests to the school district or a school building which represent or constitute memorials, including but not limited to pictures, plaques, or busts, commemorating or memorializing a student, staff member, or community member will not be accepted for placement or attachment on school district buildings or grounds.

Any memorials to be presented to the school in the name of the school must have the approval of the Board of Education. Funds of this nature should be deposited in a bank under the name of the memorial fund.

David City Public Schools will accept memorial funds from those who wish to make donations to the school system.

1. Donations will be deposited and accounted for in the activity fund or David City Scouts School Foundation fund;
  - Money donated to one of these accounts may be held until it has accumulated enough to purchase an item for the school.
  - Money in these accounts may be specifically identified for named purchases requested by the donor.
  - Money donated to these accounts for a scholarship will be held until an appropriate time to disburse the scholarship money.
  
2. Donations designed to create an endowment scholarship or a single or multi-year scholarship will be deposited into the David City Scouts School Foundation fund or into the Nebraska Community Foundation in cooperation with the David City/Butler County Area Foundation.

A committee consisting of the building principal and guidance counselor will oversee scholarship funds and the Superintendent will oversee the designated funds and approve the transactions. The Board of Education will be informed of transactions related to memorial fund accounts.

Legal Reference:       79-401 School district, body corporate; powers duty of board  
                              79-441 District property; custody and care

Policy Adopted:               January 10, 1983  
Policy Reviewed/Revised:   Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations****Memorial Policy**

*current policy; no changes*

The loss of a loved one is always very difficult and the desire to remember that loved one is significant. The staff and administration of David City Public Schools will adhere to the following guidelines when memorializing deceased David City Students and David City Staff.

**Guidelines**

1. School will not be routinely dismissed for funerals; exceptions will be made for enrolled students or staff member's funerals. The administration will have the sole discretion to determine whether or not to dismiss school and which grades will be dismissed to facilitate funeral attendance.
2. Students will be required to bring written permission from parents to attend funerals if school is not dismissed for the funeral.
3. Using school grounds or facilities for funerals of students or staff will not be allowed.
4. Parents need to provide for the transportation needs of their students to and from the funeral as well as the emotional support necessary before, during, and after the service. It is for those reasons that David City Public Schools will not transport students to and from funerals.
5. Memorials will only be allowed for those students who were enrolled in David City Public Schools at the time of their death or for staff who were serving the district at the time of their death.
6. All visible memorials will be of the same design. The design of the memorial will be a brass plaque measuring 12"x15". The top of the plaque will be inscribed with the words, "In Memory of" with the deceased's name appearing below. The plaque will have no pictures or other ornamentation. The plaque will be offered to the parents, spouse, or relatives of the deceased when it is removed from the wall. If no one wants the plaque, it will be disposed of.
7. All memorials honoring deceased students will be removed from school grounds and returned to the parents following the graduation of the class the student would have graduated with.
8. All memorials honoring deceased staff members will be returned 2 years after the death of the staff member.
9. No memorials will be acceptable that alter the conduct of a regular school day.
10. No memorials will be acceptable that alter school activities or the school activities schedule.
11. No memorials will be acceptable that require the retirement or discontinued use of school property.
12. No memorials will be acceptable that infringe on the separation of church and state.
13. No memorials will be acceptable that require the use of public funds for purchase, development, or maintenance.
14. Money may be donated to a fund on behalf of the deceased and commemorated with an appropriate size plaque no bigger than designated in guideline #6. Inscription should read, "(name of item) donated on behalf of (deceased name).

15. Anyone donating money to the school on behalf of the deceased may make suggestions on how the money is to be used, but the final determination of how the funds will be used will be made by the administration and the David City Board of Education. If those donating the funds cannot agree to this condition, the money will be returned.
16. A partial and acceptable list of items that might be purchased with memorial funds include:
  - a. Purchase of library books
  - b. Purchase of technology hardware such as computers, chromebooks, projectors
  - c. Purchase of software
  - d. Purchase of athletic equipment
  - e. Purchase of shop or technical equipment
  - f. Monetary gifts designated to a specific curricular area
  - g. Landscaping improvements to the school's property
  - h. Purchase of improvements to the school's physical plant
17. The class of the student may choose to honor the deceased at their class's graduation ceremony provided the method of memorializing the student is in good taste and has been approved by the deceased's family, the senior class sponsors, and the principal.
18. No scholarships or awards in the deceased's name will be set up by the school. Scholarships or awards in the deceased's name that are set up with outside organizations or individuals will be allowed by approval of the administration.
19. Publications in the school's newspaper, yearbook, or webpage that memorialize the deceased must be approved by the administration and by the parent(s) of the deceased.
20. The David City Board of Education recognizes the guidelines listed above are not an all-encompassing list and respectfully reserve the right to exercise its best judgment for those instances not covered by the guidelines appearing above

Policy Adopted: Oct 13, 2014

Policy Reviewed/Revised: Aug 13, 2018; Nov 8, 2021; Dec 10, 2025

**Community Relations****Crisis Response**

*current policy; no changes*

The crisis response team will be empowered and authorized by the school board and administration to act in the best interests of students, staff, and district when an event including the death of a student or staff person occurs which might produce psychological, physical, or emotional problems. The crisis response team may also be activated when the administration determines the need.

**Crisis Response Guidelines**

1. Upon notification and confirmation of the death of a student or staff member, the Superintendent or Building Principal will notify the chairperson of the Crisis Response Team.
2. The Superintendent or Building Principal will initiate a “call tree” to all faculty and support staff informing them of the death and request their attendance at a special faculty meeting.
3. The chairperson will notify the crisis team members to meet. A meeting with the Building Principal will follow prior to the special faculty meeting to establish a crisis center in the school building for students.
4. The building chairperson will conduct the meeting in order to:
  - a. review facts and dispel rumors.
  - b. discuss plan for the day and direct faculty on how to proceed with the day.
  - c. direct faculty as to possible student reactions, how to deal with them, and inform faculty of crisis center location and times.
  - d. allow faculty/staff to express feelings and/or concerns.
  - e. hand out announcements to be delivered to all classrooms during the same period.
5. The Superintendent or Building Principal will contact officials (clergy, law enforcement, county attorney, or hospital) in order to get accurate information concerning the death.
6. The Superintendent will be in control of all media communications. When the Superintendent is not available, the Principal will take over medial details.
7. A letter from the Building Principal will be sent home with each student. The letter will notify parents of the death, inform parents regarding stages of grief, list reading materials concerning death that are available within the school system, and inform parents what the school policy is.

8. The crisis team representative will conduct an after-school staff meeting to:
  - a. identify possible at risk students.
  - b. review events of the day.
  - c. allow expressions of feelings and support.
  - d. announce funeral arrangements (if available).
  - e. inform staff on school policy to attend the funeral.
  
9. The Building Principal will arrange for substitutes needed for crisis team members in order to fulfill their responsibilities.
  
10. Crisis team members will remain available to deal with student needs, parent concerns and staff concerns.

Policy Adopted: Feb 12, 2007  
Policy Reviewed: Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Public Performance by Students**

*current policy; no changes*

Representatives of community organizations are to make arrangements through the Superintendent or Building Principal for any pupils whom they wish to have appear on any program as a school group. Permission for absence from school will not be given without careful consideration of the pupils participating and the program in which they will appear.

Policy Adopted: Jan 10, 1983

Policy Reviewed/Revised: Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Emergency Closure of School Buildings**

*current policy; no changes*

If the Superintendent or Superintendent’s designee determines that a building or buildings should be closed due to health or safety concerns, then the Superintendent or Superintendent’s designee is authorized to close a school building or buildings until the Superintendent or Superintendent’s designee determines that such building or buildings should be reopened.

In determining whether a building or buildings should be closed, the Superintendent or Superintendent’s designee is encouraged to receive input from law enforcement, health officials and other experts.

If the Superintendent or Superintendent’s designee makes the decision to close a school building or buildings, then the Superintendent or Superintendent’s designee shall communicate such decision to students, parents, staff, community members and area media outlets as soon as practical.

If a school building is closed, then no person shall be allowed to enter such building unless the Superintendent permits such person to enter such building.

Policy Adopted: March 9, 2020  
Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations**

*current policy; no changes*

**Emergency Exclusion of Persons from School**

If the Superintendent or Superintendent’s designee determines that a person may pose a health or safety risk to others, the Superintendent may exclude such person from school property. If such person is a student, then the Superintendent or Superintendent’s designee may refer to the emergency exclusion provisions of Policy 5101. If such person is a staff member, then the Superintendent or Superintendent’s designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Superintendent or Superintendent’s designee shall inform such person as soon as possible that they are not permitted on school property until further notice from the Superintendent or Superintendent’s designee.

The Superintendent may consult with law enforcement, health officials or other experts in determining whether such exclusion should occur.

Policy Adopted: March 9, 2020  
Policy Reviewed/Revised: Nov 8, 2021; Dec 10, 2025

**Community Relations**

*current policy; no changes*

**Trespassers**

Restrictions on the use of school buildings and grounds may be implemented by administrative action. The Board gives all district and building administrators and their designees full power and authority to implement and enforce restrictions on access to school property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

All district and building administrators and their designees shall have full power and authority to direct any individual or group to leave school grounds and stay away where such individual or group has:

1. failed to comply with identification or check-in procedures,
2. are determined by such administrators or designees to not have a legitimate school purpose to be on school grounds, or
3. who are determined by such administrators or designees to present a risk to the safety of building users or a risk of disruption to the educational program, including without limitation, registered sex offenders.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference: Neb. Rev. Stat. § § 28-520 to 28-522

Policy Adopted: April 9, 2007

Policy Reviewed/Revised: July 9, 2007; Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

**Community Relations**

**Honorary Diploma**

*current policy; no changes*

The Board of Education may award one or more honorary diplomas each year. This diploma would be awarded to persons for outstanding service to education and to the community.

Policy Adopted: Jan 10, 1983

Policy Reviewed/Revised: Feb 12, 2007; Oct 13, 2014; Nov 8, 2021; Dec 10, 2025

Community Relations

Title IX - Discrimination

*to be replaced  
current policy; ~~changes~~*

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

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

**A. Complaint Procedure - Generally**

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

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

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

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

TITLE IX COORDINATOR CONTACT INFORMATION  
Brian Hermelbracht  
750 D Street

David City, NE 68632  
402-367-3187  
hermelbracht@dcscouts.org

Complaints of discrimination on the basis of sex shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination.

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

- a. The District will treat complainants (the employee, student, or representative making the claim) and respondents (those accused of sex discrimination) equitably.
- b. The District will not permit any Title IX Coordinator, investigator, or decisionmaker to have a conflict of interest or bias for or against any complainant or respondent.
- c. The District will ensure that the Title IX Coordinator, investigator, and decisionmaker will not predetermine or presume that the respondent is responsible for the alleged sex-based discrimination until a determination is made at the conclusion of the investigation process.
- d. The District will take reasonable steps to protect the privacy of the parties and witnesses during the grievance process. These steps will not restrict the ability of the parties to obtain and present information, including speaking to witnesses, consulting with their family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures.
- e. The District will not allow the parties to engage in retaliation.
- f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

## **B. Investigation Process**

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

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

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

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

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

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

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

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

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

### **C. Resolution of Complaints**

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

investigation, the Title IX Coordinator shall submit the evidence and report to a different administrator in the District.

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

#### **D. Appeal of Decision**

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

#### **E. Record Keeping**

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

Legal Reference: Title IX

Policy Adopted: August 14, 2024  
Policy Reviewed/Revised: Dec 10, 2025

**Form For Filing Complaints**

Butler County School District 12-0056  
David City Public Schools  
750 D Street  
David City, Nebraska 68632

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

Person Making Complaint: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Names of witnesses to the harassment:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Signature: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Form Updated December 2025

Community Relations

*New replaces current 1210*

Title IX - Discrimination

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

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

Legal Reference: Title IX

Policy Adopted: Dec 10, 2025

New replaces current 1210

## Procedures for Complaints of Sex Discrimination

Policy 2025

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

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

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

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

### TITLE IX COORDINATOR CONTACT INFORMATION

Brian Hermelbracht  
750 D Street  
David City, NE 68632  
402-367-3187  
hermelbracht@dcscouts.org

Complaints of discrimination on the basis of sex shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

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

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

advisors; or otherwise preparing for or participating in the grievance procedures.

- e. The District will not allow the parties to engage in retaliation.
- f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- g. The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## **B. Complaint Procedure - Generally**

### **1. Investigation of General Complaints**

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

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

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

For allegations involving harassment, some of the factors the investigator may consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations and relationships, 3) the degree to which the conduct affected one or more student's education, 4) the type, frequency and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and context in which they occurred, 9) the totality of the circumstances and 10) other relevant evidence.

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

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

## 2. Resolution of General Complaints

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

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

## 3. Appeal of Decision

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

### **C. Formal Complaint Process for Complaints of Sexual Harassment**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any

timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

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

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

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

4. Dismissal of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under the general complaint process.

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

6. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within. The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator and may be extended upon the determination of the Title IX Coordinator. Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft

Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6a. Additional Rights of the Parties During Formal Investigations:

- During any meetings or interviews, any party may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator’s questions.
- The District shall provide written notice of the date, time, location, participants, and purpose of any investigative interviews or other meetings throughout the course of the formal investigation to the party whose participation is invited or expected.

7. Determination of Responsibility Under Formal Complaint: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party. Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to

- the recipient's education program or activity will be provided by the recipient to the Complainant; and
- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

8. Appeal of Formal Complaint: If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases: 1) Procedural irregularity that affected the outcome of the matter; 2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and 3) The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter. The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent. Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties. The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome. The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

#### **D. Removal from Education Environment During Investigation**

During an investigation under a general complaint or a formal complaint, the District may place an employee on administrative leave during the pendency of the investigation. The District may also act to remove a student respondent entirely or partially from its education programs or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal.

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

#### **E. Supportive Measures**

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures. Complainants and Respondents are both entitled to supportive measures. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus and other similar measures. The District shall maintain as confidential any supportive measures provided to the

complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

**F. Record Keeping**

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

Policy Adopted: Dec 10, 2025

**Form For Filing Complaints**

Butler County School District 12-0056  
David City Public Schools  
750 D Street  
David City, Nebraska 68632

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

Person Making Complaint: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

(3) Names of witnesses to the harassment:

\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

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

Signature: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Form Updated December 2025

Community RelationsCitizen Communication to the Board of Education

New

The Board of Education recognizes the importance of open communication with students, parents, patrons and staff but is also aware that a procedure for concerns and complaints is imperative to the normal operations of the District. It is therefore the intent of the Board that concerns and complaints be resolved at the lowest possible level.

**Complaints Made to Individual Board Members**

Individual members of the Board of Education have no authority or power to act on behalf of the Board or the District except when acting as a member of the entire Board at a duly called Board meeting or when acting with express, specific authority granted by the Board or by law. Should any member of the Board be approached by a student, parent, patron or staff member who has a concern or complaint, the Board member should:

1. Listen to the concerns but not take any inflexible position.
2. Instruct the individual about the District's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Superintendent for information concerning such procedures. If the concern or complaint involves a teacher, the individual should be informed to discuss the matter with the teacher first.
3. Inform the Superintendent of the concern and referral.

The Board and the District shall not be bound in any way by the action or statement on the part of any individual Board member, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

**Complaints Made to the Board**

Individuals may bring concerns to the attention of the Board of Education during public comment at any duly called Board meeting.

If a concern involves a personnel matter regarding a District employee, the individual will be directed to follow and complete the applicable complaint or grievance procedure. The Board will not take action or respond to any questions or concerns until that process has been fully exhausted, unless the Board determines that the circumstances require an immediate response.

Individuals who raise concerns or complaints about non-personnel matters that are also subject to an established complaint or grievance procedure may likewise be directed to use and complete that procedure before the matter is brought to the Board.

Policy Adopted: Dec 10, 2025

Community Relations

*New*

Publications, Radio, and Television

The Board of Education welcomes the active participation of the media in promoting the educational programs of the School District.

All radio and television broadcasts of any school activity originating from the District's facilities should be coordinated through the Activities Director or designee. Any company interested in broadcasting an activity will be responsible for all necessary equipment, transmission lines, power sources, and accompanying expenses, and will be solely responsible for any financial and legal liabilities pertaining to its equipment and personnel.

Legal Reference:      Neb. Rev. Stat. Sec. 79-526  
                                 Neb. Rev. Stat. Sec. 79-1312 et. seq.

Policy Adopted:      Dec 10, 2025

Community Relations

New

School Directory

A school directory may be developed and distributed only by authorization of the Principal or Superintendent. Under no circumstances may a school directory be distributed for political or commercial purposes. Directory information for purposes of the school directory shall consist of the information that is considered to be “directory information” in the School District’s annual FERPA notice. Parents who do not wish to have their child’s information included in the directory may request that their students’ information be excluded from the directory.

Legal Reference: Neb. Rev. Stat. Sections 79-2,104 & 79-2,105; Neb. Rev. Stat. Sec.79-539  
Neb. Rev. Stat. Sections 84-1201 to 84-1220  
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

Policy Adopted: Dec 10, 2025

Community Relations

*New*

Designation of Coordinator

David City Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate David City Public Schools' compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District; and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

Legal Reference:       Americans with Disabilities Act of 1990 (ADA)  
                                  Section 504 of the Rehabilitation Act of 1973 (Section 504)

Policy Adopted:       Dec 10, 2025

Community Relations

*New (not necessary?)*

School and Community Organizations

The Board of Education regards school and community organizations as a valuable dimension of the educational environment and encourages all employees and employee groups to support their existence and programs.

Policy Adopted: Dec 10, 2025

Community Relations

New (not necessary?)

Parent Organizations

The Board of Education encourages the establishment of parent organizations in the school. Such organizations are vital factors in establishing and maintaining positive home-community-school relationships and their value is recognized by the Board. Parent organizations should coordinate their efforts through the school's administrative offices prior to planning events or activities.

The Board of Education supports the concept of using parents and others as volunteers in the school, not to replace professional staff, but to enrich the educational opportunities for the students. Volunteers may be subject to screening for appropriate qualifications and background to perform assigned tasks.

Policy Adopted: Dec 10, 2025

Community Relations

New

Citizens' Advisory Committees

From time to time the Board of Education will exercise its judgment in appointing citizens' committees to perform specific duties or give general advice concerning school issues and activities. In addition, some committees may be appointed as adjuncts to educational programs in order to comply with the regulations set forth by accrediting agencies or other government bodies.

1. All of the above referenced committees serve at the pleasure of the Board, and they shall not assume duties or authority on any matters other than those explicitly defined by the Board.
2. Prior to establishing a committee, the Board of Education will discuss the need for establishing the committee with the Superintendent. Recommendations for membership to the committee will be accepted from the Board, the administration, and former committee members, but all committee membership lists will be formally approved by the Board of Education.
3. All committees, unless otherwise specified at the time they were formed, will be dissolved and cease to function at the close of each school year.
4. All committees will elect a chairperson and a recording secretary. These individuals shall be responsible for making timely progress reports to the Board of Education on the committee's activities.
5. The logistics of meeting times and agendas shall be coordinated through the Superintendent or designee.
6. All Board members will be entitled to attend meetings of each citizens' committee and to information as to the status of the citizens' committee progress. Individual Board members may be designated as liaisons between the Board of Education and the committees. Unless the citizens' committee is established with the declared intent of being subject to the public meetings requirements, the citizens' committees shall not hold hearings, make policy or take formal action on behalf of the Board, shall make their report or recommendations to the Superintendent (who shall make such report to the Board as determined appropriate) and not to the Board, and Board members shall not be members of such committees.

Policy Adopted: Dec 10, 2025

Community Relations

*New (not necessary?)*

Utilizing Community Resources

School principals and their respective staffs are urged to identify and utilize the special talents and resources of individual citizens and community organizations to provide appropriate enrichment experiences for students. School personnel utilizing any individual or group resources shall clear this activity through their respective building principals.

Policy Adopted: Dec 10, 2025

Community Relations

*New (not necessary?)*

Staff Participation in Community Affairs

All employees are encouraged to participate in community organizations and activities. The Board of Education believes that school-community relations are enhanced when school personnel interact with other people within the community. This interaction serves to informally transmit school information to patrons of the community and to gather public opinion on the school's effectiveness and its activities.

Policy Adopted: Dec 10, 2025

Community Relations

*New*

School Personnel and the Public

While it is the Superintendent's ultimate responsibility for district-wide public relations, all school employees are obligated to promote a positive image of the school district, its programs, and students. To that end, all employees are encouraged to use tact, patience, and courtesy in their relationships with students, parents, and district patrons and to serve as good role models in their personal conduct.

Policy Adopted: Dec 10, 2025

Community Relations

Student Production of Goods and Services

New

Students may produce services and materials for community organizations or groups only to the extent that such production furthers such students' educational development. Such activity is to be authorized by the building principal and supervised by assigned staff.

Policy Adopted: Dec 10, 2025



Chad Denker &lt;denker@dcscouts.org&gt;

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## Required Mid-Year Policy Updates

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**Justin Knight** <jknight@perrylawfirm.com>  
To: Justin Knight <jknight@perrylawfirm.com>  
Bcc: denker@dcscouts.org

Mon, Dec 8, 2025 at 10:51 AM

Good morning,

Recently, the micro-purchase and simplified acquisition thresholds were updated in the Federal Acquisition Regulations. To ensure compliance with federal grant awards and for upcoming NDE federal desk audits, we are required to update these new federal thresholds in Board Policies 3131 and 3132 (attached).

If you have any questions or concerns, please let me know.

Thanks!

Justin

Justin Knight  
Direct Line: (531) 249-5155 | Office Main: (402) 476-9200 ext. 136  
Cell: (402) 570-9472  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 South 13th Street, Suite 1400, Lincoln, NE 68508  
[jknight@perrylawfirm.com](mailto:jknight@perrylawfirm.com)

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### 4 attachments

 **3131--Procurement Plan - Clean.docx**  
27K

 **3132--Internal Controls - Clean.docx**  
36K

 **3131--Procurement Plan - Redline.docx**  
28K

 **3132--Internal Controls - Redline.docx**  
37K

Business Operations*updated policy*Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

**Procurement Policy**

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$350,000 (simplified acquisition threshold) per procurement event or in aggregate purchases this organization will follow the informal simplified acquisition threshold procedures.
- When the annual total for food service program related items is greater than \$350,000 (simplified acquisition threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$15,000 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Simplified Acquisition Threshold Procedures

For purchases made below the simplified acquisition threshold, simplified acquisition threshold procedures will be utilized to purchase necessary goods and services. When simplified acquisition threshold procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.
3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

Formal Competitive Solicitation Procedures

For purchases made in excess of the simplified acquisition threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the simplified acquisition threshold established in the sponsor’s procurement policy statement is less than \$350,000, the smaller bid threshold will govern.)

Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(d)(2)]
- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]

- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority, veteran-owned, and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  3. A cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. [2 CFR 200.324(a)]
  4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  5. Place and confirm orders with vendors or make plans to purchase the required items.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  7. To work with vendors on a fair and equal basis.
  8. To conduct an in-house procurement review once per year.

Policy Adopted: Dec 10, 2025

Business OperationsProcurement Plan – School Food Authorities*current policy*

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

**Procurement Policy**

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2. Write specifications for goods and services.
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  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the simplified acquisition threshold established in the sponsor’s procurement policy statement is less than ~~\$250~~\$350,000, the smaller bid threshold will govern.)

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This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

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- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(d)(2)]

- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority, veteran-owned, and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  3. A cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. [2 CFR 200.324(a)]
  4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
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1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  5. Place and confirm orders with vendors or make plans to purchase the required items.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  7. To work with vendors on a fair and equal basis.
  8. To conduct an in-house procurement review once per year.

Date of Adoption: [Insert Date]

Business Operations*updated policy*Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- 1) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- 2) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- 3) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- 4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- 5) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
- 4) Implement adequate maintenance procedures for the equipment; and
- 5) Implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Legal Reference: 2 C.F.R. §§ 200.313 & 200.303.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$15,000);
- 2) A procedure for simplified acquisition thresholds (between \$15,000 to \$350,000);
- 3) A procedure for sealed bids (over \$350,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$350,000); and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

- 1) An assurance that minority business enterprises and labor surplus area firms are used, when possible;
- 2) An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
- 3) A Suspension and Debarment clause;
- 4) A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
- 5) A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
- 6) For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
- 7) A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
- 8) A provision addressing the District's conflict of interest policies; and
- 9) A requirement that the contractor maintains records related to the contracted work.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference: 2 CFR §§ 200.310-200.313.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The District will maintain a copy of said verification or documentation.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally funded activities;
- 4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both federal and non-federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally assisted, and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: If the District is granted the authority to use federal funds for a construction project, the District will follow the Davis-Bacon and Related Acts, including the payment of “prevailing wages” to those who work on the job site, as well as the contractor bonding requirements.

Legal Reference: 40 U.S.C. § 3141, et seq; 2 C.F.R. § 200.326.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- 1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- 2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- 3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- 4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- 5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.
- 6) If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

- 7) Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Conflict of Interest: No District employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. District employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the District’s Conflict of Interest Policy. Any District employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Legal Reference: 2 C.F.R. §§ 200.112 & 200.318.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District’s other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual’s participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District’s travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

Legal Reference: 2 C.F.R. § 200.475

Policy Adopted: Dec 10, 2025

Business OperationsInternal Controls*current policy*

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- 1) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- 2) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- 3) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- 4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- 5) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
- 4) Implement adequate maintenance procedures for the equipment; and
- 5) Implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Legal Reference: 2 C.F.R. §§ 200.313 & 200.303.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under ~~\$4015~~,000);
- 2) A procedure for simplified acquisition thresholds (between ~~\$4015~~,000 to ~~\$250350~~,000);
- 3) A procedure for sealed bids (over ~~\$250350~~,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over ~~\$250350~~,000); and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

- 1) An assurance that minority business enterprises and labor surplus area firms are used, when possible;
- 2) An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
- 3) A Suspension and Debarment clause;
- 4) A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
- 5) A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
- 6) For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
- 7) A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
- 8) A provision addressing the District's conflict of interest policies; and
- 9) A requirement that the contractor maintains records related to the contracted work.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference: 2 CFR §§ 200.310-200.313.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

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- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using

different allocation bases; or an unallowable activity and a direct or indirect cost activity.

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- 3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- 4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- 5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.

- 6) If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- 7) Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

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Legal Reference: 2 C.F.R. §§ 200.112 & 200.318.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

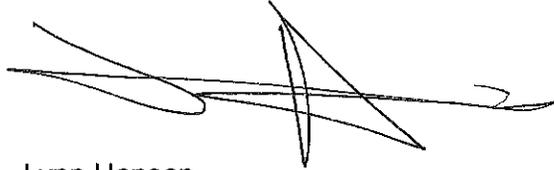
Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District’s other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual’s participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District’s travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

Legal Reference: 2 C.F.R. § 200.475

Date of Adoption: [Insert Date]

To Whom it May Concern:

I, Lynn Hanson, resign my position with David City Public Schools effective at the conclusion of the 2025-2026 contract year.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

Lynn Hanson



# Letter of Resignation

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December 9th, 2025

Dear Dr. Denker and Ms. Romshek,

I am hereby formally resigning from David City Public Schools as the K-5th Special Education Teacher at Bellwood Elementary, effective May 22nd. I will not be returning for the 2026-2027 school year. I cannot count the memories and the wonderful times I have had teaching at Bellwood and working for David City Public Schools. I also truly appreciate everything the district has done to support me and help me grow as an educator.

Thank you again for the opportunity to be part of such a wonderful team. I wish David City Public Schools continued success in the future.

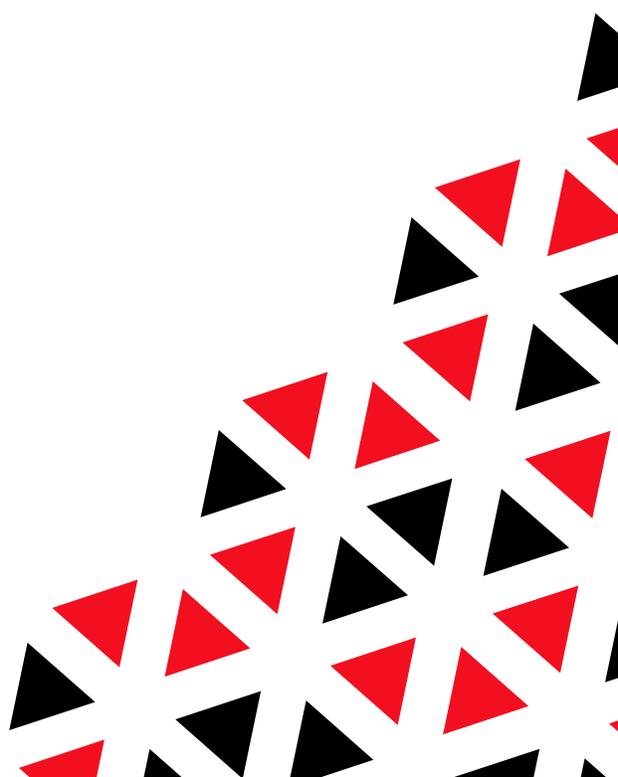
Sincerely,



**Grace Lenz**

lenzg@dcscouts.org

K-5th Special Education Teacher  
Bellwood Elementary School





## TEACHER'S CONTRACT

**THIS CONTRACT** is made by and between the Board of Education of Butler County School District 0056, a/k/a David City Public Schools ("District") and **Sherry Nelson** ("Teacher") and supersedes any prior contract between the parties. The Board of Education agrees to employ the Teacher and the Teacher accepts such employment as follows:

School Year: School Year begins on or about **August 3, 2026**, and ends on or about **May 20, 2027**, subject to Board modification.

Days of Service: Teacher shall be employed for 186 days of service, subject to terms of the negotiated agreement unless otherwise agreed in writing by both parties.

Full Time Equivalency: Teacher shall be employed for a full-time equivalency (FTE) of **1.00**.

Salary Schedule Placement: Teacher's salary schedule placement is subject to final terms of the negotiated agreement for the applicable contract year between the Board and the bargaining unit representing the certificated employees of the District. The Teacher's salary schedule placement and other terms of employment for the **2026-2027** contract year may be set forth on an Annual Supplemental Renewal Form to be executed subsequent to this Teacher's Contract.

**FIRST: Salary.** The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the **20<sup>th</sup> day of September, 2026**, and the remaining installments shall be payable on same day of each month thereafter. Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof. This contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and Teacher Retirement. Other deductions may be withheld as agreed to by the parties to this contract. Upon termination of this contract by the Board or the Teacher, the compensation shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the applicable contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

**SECOND: Duties.** The Teacher hereby agrees to be governed by the policies of the Board of Education of the District. The duties to be performed by the Teacher shall be subject to assignment by the Superintendent or the Board. Days of service may be adjusted from year to year by the Board. The Teacher further agrees to devote full time during days of school to the Teacher's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Teacher's professional ability. Regular dependable in-person attendance is an essential function of the Teacher's position.

**THIRD: Extra Duty Assignments.** In addition to the normal duties traditionally required of certificated employees, the Teacher may be assigned "extra duty" assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon; provided, that the Teacher shall not unreasonably refuse to accept such assignments. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of this Teacher's Contract.

**FOURTH: Contract Termination.** To the extent this Contract is subject to the continuing contract statutes, this Contract may be amended, cancelled or terminated subject to required procedures in the event the Teacher violates any of the provisions of this Contract, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Teacher's ability to discharge the duties as set forth herein, including, but not limited to (1) failing to become qualified, or becoming legally disqualified, to teach in the State of Nebraska in Teacher's assigned area; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act as may be outlined in Board Policy and the Teacher Handbook; (5) 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. Non-renewal, suspension or other disciplinary action may be enforced in accordance with applicable law. This Contract and assignments, to the extent they are not subject to the continuing contract statutes, are terminable at will without cause or hearing.

**FIFTH: Legal Requirements.** The Teacher affirms that: (1) Teacher 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 Teacher shall not be compensated for services performed prior to the date of registration of this certificate; (3) Teacher 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 and (4) there shall be no penalty for release or resignation by Teacher 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 Teachers Retirement Act. The Teacher further warrants and represents as follows: (1) all information set forth in the Teacher’s application for employment and other information provided by the Teacher in seeking employment are true and accurate, and if said information ceases to be true, Teacher will advise the Superintendent immediately; (2) Teacher 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) Teacher 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. If this is an initial contract with the District, it is conditional upon receipt of a satisfactory criminal background and child abuse registry check.

**SIXTH: Renewal.** Hereafter, this contract may be continued by a separate, annual written “Renewal Agreement” which shall incorporate all the provisions hereof by reference except as stated on such Renewal Agreement. Renewal Agreements must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen calendar days of receipt thereof from the District. Said Renewal Agreement shall not be required to be signed by the Teacher prior to March 15. Failure to return the Renewal Agreement or an intent card by the required date shall constitute grounds for termination.

Executed this 9th day of December, 2025	Executed this 10th day of December, 2025
<hr/> New Teacher	Board of Education of Butler County School District 0056, a/k/a David City Public Schools  By: _____ Board President  Attest: _____ Board Secretary

MA+0 Step 13 (frozen) - \$65,436

Extra Duty Assignments to be determined later if needed

[highbluffcreations@gmail.com](mailto:highbluffcreations@gmail.com)

308-870-3842

contract offered pending background check; please read, sign, and return asap