

David City Public School Board of Education  
Regular Board Meeting  
Wednesday, November 8, 2023 7:00 PM  
Board Meeting Room at the High School  
750 D St.  
David City, NE 68632-1724

1. Call Meeting to Order
  - 1.1. Pledge of Allegiance
  - 1.2. Open Meetings Statement
  - 1.3. Attendance/Absence Approval
2. Staff and Student Involvement
  - 2.1. E-Sports Presentation
  - 2.2. Student Board Member Reports
3. Public Forum
4. Agenda Approval
5. Consent Agenda
  - 5.1. Approve minutes of the regular meeting.
  - 5.2. Approve Claims Against the District
  - 5.3. Financial Reports
6. Board Committee Reports
7. Administrative Reports
  - 7.1. Dr. Denker
  - 7.2. Mr. Couch
  - 7.3. Mr. Lindsley

7.4. Mr. Happ

7.5. Ms. Romshek

7.6. Ms. Daniels

7.7. Mr. Hermelbracht

8. Old Business

9. New Business

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

9.2. Discuss, consider, and take action to approve the 2024-25 school calendar.

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

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

9.5. Discuss, consider, and take action to approve the 2022-23 financial audit.

9.6. Discuss the Supt evaluation instrument.

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

9.8. Discuss the district's preliminary 2022-23 annual report that will be finalized once NDE releases assessment data and shared with the public in December.

10. Personnel

10.1. Discuss, consider, and take action to approve the 2024-25 negotiated agreement.

10.2. Discuss, consider, and take action to recognize DCEA as the bargaining unit for teachers for the 2025-26 negotiated agreement.

11. Future Discussion Items

11.1. Supt Evaluation

11.2. Supt Contract Extension

## 12. Adjournment

This time of the year school has been going pretty well. It is the off-season for sports and they are about to get started for the winter seasons. One Act has been going pretty well. At our first competition, we ended up getting 2nd which was pretty good for never being at Norfolk. We are just getting ready to go to York on Saturday and hoping to win that competition. The Esports season is about to come to an end. All of our varsity teams have qualified for state so we are really excited. We are ready to go do the best that we can and try to win another few championships. Students haven't been showing any concerns at all. I think most students are ready for Thanksgiving that is coming up and they are just counting down the days.

I'm not sure of many problems that we've had in the school. I do know of one. I have some friends in Cross Country and they told me about the problems that were happening in the locker room and while running. Some of the new boys were making fun of the boys who had been in Cross Country for a while. I don't remember what he told me they said, but it obviously wasn't nice. It led to some boys being very upset and even wanting to quit Cross Country. One boy also tried to trip one of my friends, who was his teammate. I'm sure you've been told about this issue already, I just know my friend told me to write about this.

Many people have also been complaining about the no-backpack policy. I know that we can't bring backpacks back altogether, but maybe we could have a rule that only allows for small, clear bags to be carried around during the day.

All of our activities seem to be doing good. No complaints about that.

David City Public School Board of Education

Regular Board Meeting

Wednesday, October 13, 2023, 7:00 PM

Bellwood Elementary Media Center

612 Park St. Bellwood, NE 68624

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

1. Call Meeting to Order

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

1.1 Pledge of Allegiance

Attendees stood to recite the Pledge of Allegiance.

1.2 Open Meetings Statement

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

1.3 Attendance/Absence Approval

All board members were present. All administrators were present. Both the student board members were present.

2. Staff and Student Involvement

Stephanie Summers took a few minutes to recognize all our administrators, Mr. Ockander, Mr. Worm, and Dr. Denker for their awards and recognition within our district.

3. Public Forum- None

4. Agenda Approval

Marcus Thoendel motioned to approve the agenda as presented. Kasey Kuhlman seconded the motion. Motion carried 6-0.

5. Consent Agenda

5.1 Approve minutes of regular meeting

5.2 Approve Claims Against the District

Dr. Denker mentioned that one of the buses from 2017 was in the shop getting repaired.

### 5.3 Financial Reports

Dr. Denker discussed the reports in detail and answered a few questions the board asked. Marcus Thoendel motioned to approve consent agenda items 5.1 through 5.3. Donnie Moravec seconded the motion. Motion carried 6-0.

### 6. Board Committee Reports-

The board will be meeting with Marcia Herring from NASB at 7:30 pm October 18 in the Board Room at the David City High School. The Policy committee will meet the following Wednesday at 1pm. November 1, the Ad Hoc committee will meet during access with 6<sup>th</sup>-11<sup>th</sup> graders, to discuss the 8-man or 11-man football decision. The community will discuss the same topic that evening at 7:00.

### 7. Administrative Reports

7.1 Dr. Denker

7.2 Mr. Couch

7.3 Mr. Lindsley

7.4 Ms. Romshek

7.5 Mr. Happ

7.6 Ms. Daniels

7.7 Mr. Hermelbracht

### 8. Board Development/Training

#### 8.1 Principal Evaluation Tool

Dr. Denker went through the Principal Evaluation Tool in detail. Dr. Denker said to the board he wants to change the evaluation tool to better evaluate our administrative staff. Dr. Denker gave multiple reasons why he feels this is a needed change. Eventually as this process proceeds the board and NDE will have to approve the new evaluation tool.

#### 8.2 Due Process for Certified Staff

Dr. Denker went through the Due Process for Certified Staff and what the specific rights a staff member has. Dr. Denker explained to the board how often evaluations happen and what our district's policy is in this area.

### 9. Old Business

### 10. New Business

#### 10.1 Discuss, Consider, and take action to approve Policy 5006 Option Enrollment and Resolution.

Dr. Denker went through the Option Enrollment Policy. Justin Krafka motioned to approve Policy 5006 Option Enrollment and Resolution. Kasey Kuhlman seconded the motion. Motion carried 6-0.

11. Personnel

11.1 Enter into executive session necessary to protect the public interest for the sole purpose of discussing teacher negotiations.

The board entered into executive session at 8:08 pm and the executive session adjourned at 9:12 pm.

12. Future Discussion Items

13. Adjournment- Marcus Thoendel motioned to adjourn the meeting at 9:14 pm. Donnie Moravec seconded the motion. Motion carried 6-0.

David City Public School Board of Education  
Working Board Meeting  
Wednesday, October 18, 2023 7:30 PM  
Board Meeting Room at the High School  
750 D St. David City, NE 68632-1724

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

#### 1. Call Meeting to Order

Stephanie Summers, Board President, called the work session to order at 7:30pm.

##### 1.1. Pledge of Allegiance

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

##### 1.2. Open Meetings Statement

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

##### 1.3. Attendance/Absence Approval

Stephanie Summers confirmed all board members were in attendance.

#### 2. New Business

##### 2.1. Board Development/Training with NASB

Marcia Herring led the board through a self-assessment and discussion.

#### 3. Adjournment

Kasey Kuhlman motioned to adjourn the work session at 10:12pm and it was seconded by Donnie Moravec. Motion passed 6-0.

David City Public School Board of Education  
Special Board Meeting  
Wednesday, November 1, 2023 6:00 PM  
Board Meeting Room at the High School  
750 D St. David City, NE 68632-1724

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

1. Call Meeting to Order

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

1.1. Pledge of Allegiance

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

1.2. Open Meetings Statement

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

1.3. Attendance/Absence Approval

Stephanie Summers confirmed all board members were in attendance.

2. New Business

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

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

3. Adjournment

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

# Claims Against the District

November 2023

Payment Vendor	Invoice Amount	Comment
Agile Sports Technologies, Inc	\$10,700.00	Hudl AD Package Subscription
Amazon Capital Services	\$517.74	Custodial Supplies
Amazon Capital Services	\$714.18	Classroom Supplies
Avant Assessment LLC	\$498.00	Spanish Class Proficiency Assessment
Broad Reach	\$329.17	Media Center Books
Butler County Clerk	\$957.94	Joint Public Hearing Expense
Butler County Clinic, P.C.	\$450.00	DOT Physicals
Butler County Health	\$4,970.54	OT/PT SPED Services
Butler County Welding Inc	\$433.44	Class Supplies/Custodial
Cenex Fleetcard	\$371.82	Fuel
Central Community College	\$255.00	BLS Instructor Class - Eloge
Comfort Inn	\$457.53	Infinite Campus Workshop
Dale's Food Pride	\$420.07	Classroom Supplies
David City Ace Hardware	\$889.78	Custodial/Class Supplies
Eakes Office Solutions	\$1,639.59	EGOLDFAX/Copy Contract
Anna Kouba	\$157.20	Mileage Reimbursement
ESU #7	\$190.00	Latino Summit
ESU #7	\$540.00	Interpreting
ESU #7	\$499.09	Production
ESU #7 Special Education	\$57,987.23	SPED Contracted Services
Faller Landscape	\$4,402.74	Trees
Fireguard Inc	\$4,045.00	Fire Alarm Contracted Services
Frontier Cooperative Co.	\$4,625.75	Fuel
Harris School Solutions	\$535.10	Treasurer Office Checks
Hartman Auto Repair LLC	\$58.37	Vehicle Repairs
Heartland Communications LLC	\$470.00	Telephone Repair
Helmlink Printing	\$1,310.00	DCE & HS Envelopes
HireRight, LLC	\$77.10	Background Screening
Johnson Controls Security Solutions	\$54.61	HVAC Contracted Services
Junior Library Guild	\$1,107.96	Media Center Subscription
Keep Nebraska Beautiful	\$100.00	Annual Membership
Kobza Motors, Inc	\$120.67	Vehicle Repairs
Kouba, Anna	\$110.04	Staff Mileage Reimbursement
Kozisek, Mistyn	\$125.76	Staff Mileage Reimbursement
Kurita America Inc.	\$1,949.61	HVAC Contracted Services

Masek, Amy	\$6,313.50	Mental Health Counseling
Menards, Inc.	\$15.70	Custodial Supplies
Mid*America Books	\$326.40	Media Center Books
Mid-American Research Chemical	\$272.50	Custodial Supplies
NE Council of School Admin.	\$160.00	Labor Relations Workshop
Nice Kars	\$722.25	Bus Repair
Northside Inc.	\$976.45	Fuel, Wash
One Source, The Background	\$34.00	Background Checks
Payflex Systems USA INC	\$150.00	Admin Fees
Perry, Guthery, Haase & Gessford	\$160.00	Legal Fees
Pitney Bowes	\$601.29	Meter Lease Fee
Platte Valley Company, Inc	\$694.00	Insulated 6" heat traced piped - HS Maint.
Rehmer Auto Parts	\$109.76	Custodial Supplies
Rerucha Ag & Auto Supply	\$169.78	Bus Supplies
Sack Lumber Company	\$248.90	Classroom Supplies
Safety-Kleen Systems, Inc	\$276.25	Shop Parts Cleaner
Sandro Wendell De Mont Serrat	\$469.50	SPED Mileage Reimbursement
Schmit, Adam	\$190.00	Reimbursement Class/Certificate
ServiceMaster by Shevlin	\$4,422.00	Bellwood Janitorial Services
Spectrum/Charter Comm	\$303.62	Business TV/Internet
Stanek Fire Protection	\$171.00	Fire Control System
Styskal Cleaning Services	\$4,000.00	Janitorial Services
Truck Center Companies	\$189.75	Program VGT Actuator
U & I Sanitation	\$1,148.55	Garbage Service
Verizon Wireless	\$420.62	Bus WiFi & Jet Packs
Village of Bellwood	\$99.00	Utilities
WEX Bank	\$75.00	Fuel
William Garcia	\$576.40	SPED Mileage Reimbursement
Western Oil	\$306.00	Fuel (formerly Stop Inn)
Windstream Corporation	\$1,295.67	Telephone & Internet
Witter Family Medicine	\$125.00	DOT Physical
Woodriver Energy	\$1,069.01	Natural Gas
Woolsey Electric LLC	\$75.00	Furnace Contracted Services
Yasmany Dominguez Sosa	\$472.91	SPED PK Mileage Reimbursement
<b>Sub-Total</b>	<b>\$128,710.84</b>	

<b><u>Mid-Month Checks &amp; Direct Withdrawals</u></b>		
Bank of the Valley	\$30.00	Safe Deposit Box Rental

Butler Public Power District	\$1,679.47	Bellwood Electricity
David City Utilities	\$25,696.07	David City Utilities
Five Points Bank	\$4,999.01	Copier Leases
Central City High School	\$100.00	Quiz Bowl Entry Fee
Didier's Grocery	\$363.00	Instructional Supplies
Patriotic Productions	\$600.00	Remembering Our Fallen Display
Thayer Central Community Schools	\$60.00	Quiz Bowl Entry Fee
NE IC User Group	\$150.00	Schafer, Moore, Palensky Workshop
The Offroad Company	\$1,166.75	Snow Blade
<b>Sub-Total</b>	<b>\$34,844.30</b>	
<b><u>US Bank Card</u></b>		
Dales	\$17.54	Preschool Supplies
Cenex	\$425.79	Fuel
Car Wash	\$12.00	Car Wash
Fiesta Brava	\$37.23	Meals for Teacher Fair
Redllin Art	\$194.90	Staff Christmas Cards
Parking	\$1.25	Parking
Lied Lodge	\$407.94	Curriculum Director Conference
Magnolia Hotel	\$3,207.00	50% remaing deposit for State WR 2024
Ed Puzzle	\$13.50	Instructional Supplies
Shutterfly	\$51.32	Thank You Cards
Hy-Vee	\$6.72	Preschool Supplies
Easy DNS Technologies	\$78.36	dcscouts.org renewal
Ebay Pals	\$174.95	Chromebook Screens
Ebay Pals	\$34.99	Chromebook Screens
Shutterfly	\$28.90	Thank You Cards
Typing.com	\$90.00	Subscription
<b>Sub-Total</b>	<b>\$4,782.39</b>	
<b>Grand Total</b>	<b>\$168,337.53</b>	



CASH RECEIPTS  
October 2023

<b>01-1110</b>	<b>Local Property Taxes</b>	
10/3/23	Seward County	\$1.61
10/6/23	Saunders County	\$7,142.92
10/13/23	Butler County	\$432,503.45
<b>01-1370</b>	<b>PreSchool Tuition</b>	
10/3/23	Hilger/Sanders	\$80.00
10/16/23	Sheehan	\$160.00
10/16/23	Viscarra	\$160.00
10/16/23	Palensky	\$480.00
10/16/23	Dresch	\$80.00
10/16/23	Aldrich	\$160.00
10/16/23	Shannon	\$160.00
10/16/23	Smith	\$160.00
10/16/23	Struck	\$160.00
10/16/23	McDonald	\$480.00
10/16/23	Spellman	\$159.99
10/23/23	Price	\$80.00
10/23/23	Lange	\$80.00
10/23/23	Sears	\$90.00
10/23/23	Hoeppepner	\$160.00
10/23/23	Emeigh	\$160.00
10/23/23	Baete	\$160.00
10/23/23	Selden	\$160.00
10/23/23	Kasik	\$160.00
10/23/23	Louderback	\$160.00
10/23/23	Diaz	\$80.00
10/23/23	Magana/Diaz	\$160.00
10/23/23	Trainer	\$160.00
10/23/23	Gonzalez	\$90.00
10/30/23	Struck	\$160.00
10/30/23	Aldrich	\$160.00
<b>01-1510</b>	<b>Interest</b>	
10/31/23	Bank of the Valley	\$628.32
<b>01-1911</b>	<b>Local License Fees</b>	
10/23/23	City of David City	\$2,445.00
<b>01-3110</b>	<b>State Aid</b>	
10/30/23	State of NE	\$109,299.00
<b>01-3535</b>	<b>High Ability Learners (HAL)</b>	
10/30/23	State of NE Base Payment	\$2,342.00
10/30/23	State of NE Matching Payment	\$4,174.00
<b>01-5300</b>	<b>Sale of Property</b>	

10/16/23	Navarro, E (Wood)	\$10.00
10/23/23	Staff (Wood)	\$30.00
<b>01-5690</b>	<b>Non-Revenue Receipts</b>	
10/16/23	Hansen, L (Laptop Repair)	\$25.00
10/16/23	Sabata, A (Laptop Repair)	\$25.00
10/16/23	Aldrich, K (Laptop Repair)	\$25.00
10/16/23	Chmelka, R (Laptop Repair)	\$25.00
10/23/23	Tech Insurance/Safeware	\$215.00
10/23/23	McGraw-Hill	\$255.62
10/23/23	Remind Inc	\$30.00
10/23/23	Rebeiro, C (Laptop Usage)	\$15.00
10/23/23	Nicolas, C (Laptop Repair)	\$25.00
<b>01-9000</b>	<b>Non Program Receipts</b>	
10/23/23	Lunch PR Reimburse	\$24,194.49
	<b>TOTAL</b>	<b>\$587,671.40</b>

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

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

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

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

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

# Monthly Expenditure Report

November 2023

Account Code	Nov 2023	Budget (YTD)	Actual (YTD)	Encumbrance (YTD)	Available (YTD)	% of Budget
01100 - Regular Instruction	\$359,812.96	\$5,362,399.00	\$1,080,547.89	\$22,066.32	\$4,259,784.79	20.15
01115 - Career Academy Programs (Rule 47)	\$1,532.61	\$22,539.00	\$4,985.35	\$0.00	\$17,553.65	22.12
01125 - Reg. Instructional Prog SA (Flex-Spending)	\$4,902.18	\$62,839.00	\$14,706.54	\$0.00	\$48,132.46	23.40
01150 - Limited English Proficiency Programs	\$14,122.21	\$177,742.00	\$41,288.10	\$0.00	\$136,453.90	23.23
01160 - Poverty Programs	\$9,143.53	\$113,590.00	\$27,285.31	\$0.00	\$86,304.69	24.02
01190 - Early Childhood Educational Programs	\$31,703.94	\$405,255.00	\$92,139.28	\$0.00	\$313,115.72	22.74
01200 - SPED Instructional Programs - SA	\$181,294.53	\$2,591,135.00	\$479,911.29	\$84.90	\$2,111,138.81	18.52
01291 - SPED Instructional Programs - Ages 3-5	\$11,499.64	\$264,444.00	\$33,487.25	\$0.00	\$230,956.75	12.66
01292 - SPED Instructional Programs - B-2	\$0.00	\$12,433.00	\$0.00	\$0.00	\$12,433.00	0.00
02120 - Guidance Services	\$16,904.66	\$226,638.00	\$51,600.32	\$0.00	\$175,037.68	22.77
02130 - Health Services	\$16,690.52	\$211,532.00	\$40,892.25	\$0.00	\$170,639.75	19.33
02141 - Psychological Serv SPED SA	\$9,756.42	\$131,677.00	\$29,269.26	\$0.00	\$102,407.74	22.23
02142 - Psychological Serv SPED Age 3-5	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
02143 - Psychological Serv SPED B-2	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
02151 - Speech Path & Deaf Serv SPED SA	\$18,028.95	\$280,025.00	\$55,986.81	\$0.00	\$224,038.19	19.99
02152 - Speech Path & Deaf Serv SPED Age 3-5	\$0.00	\$47,657.00	\$0.00	\$0.00	\$47,657.00	0.00
02153 - Speech Path & Deaf Serv SPED B-2	\$0.00	\$17,334.00	\$0.00	\$0.00	\$17,334.00	0.00
02161 - Occupational Therapy - SPED SA	\$0.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	0.00
02162 - Occupational Therapy - SPED Age 3-5	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00
02163 - Occupational Therapy - SPED B-2	\$0.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00	0.00
02171 - Physical Therapy SPED School Age	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	0.00
02172 - Physical Therapy SPED Age 3-5	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00
02173 - Physical Therapy SPED Birth-2	\$0.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	0.00
02181 - Vision Services SPED School Age	\$487.50	\$7,522.00	\$1,495.00	\$0.00	\$6,027.00	19.88
02182 - Vision Services SPED Age 3-5	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.00
02183 - Vision Services SPED Birth-2	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.00
02190 - Student Support Services	\$45,165.16	\$525,449.00	\$114,163.32	\$0.00	\$411,285.68	21.73
02210 - Improvement of Instruction	\$0.00	\$113,354.00	\$0.00	\$0.00	\$113,354.00	0.00
02211 - School Improvement	\$0.00	\$11,000.00	\$97.90	\$0.00	\$10,902.10	0.89
02212 - Instruction and Curriculum Development	\$0.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0.00
02220 - Library/Media Services	\$15,835.17	\$193,609.00	\$43,525.37	\$0.00	\$150,083.63	22.48
02290 - Staff Support	\$194.90	\$17,500.00	\$9,275.38	\$0.00	\$8,224.62	53.00
02310 - Board of Education	\$1,267.94	\$29,000.00	\$5,278.94	\$0.00	\$23,721.06	18.20
02320 - Executive Administration	\$18,376.37	\$238,943.00	\$55,576.61	\$0.00	\$183,366.39	23.26
02330 - District Legal Services	\$160.00	\$25,000.00	\$720.00	\$0.00	\$24,280.00	2.88
02410 - Office of the Principal	\$68,088.16	\$896,268.00	\$203,923.55	\$61.42	\$692,283.03	22.75
02510 - Fiscal Services	\$12,613.81	\$322,796.00	\$40,268.82	\$0.00	\$282,527.18	12.48
02610 - Operation of Buildings	\$19,661.06	\$986,826.00	\$116,415.90	\$1,586.72	\$868,823.38	11.80
02620 - Maintenance of Buildings	\$38,566.75	\$557,873.00	\$113,992.54	\$0.00	\$443,880.46	20.43
02710 - Vehicle Operation - Regular Education	\$29,792.37	\$395,495.00	\$80,277.97	\$0.00	\$315,217.03	20.30
02712 - Vehicle Operation - School Age SPED	\$6,816.89	\$118,976.00	\$18,431.63	\$0.00	\$100,544.37	15.49
02713 - Vehicle Operation - Below Age 5 SPED	\$1,049.31	\$2,500.00	\$2,479.83	\$0.00	\$20.17	99.19
02730 - Vehicle Servicing and Maintenance	\$1,771.41	\$275,500.00	\$28,706.19	\$0.00	\$246,793.81	10.42

03100 - Food Services Operations	\$0.00	\$0.00	\$765.69	\$0.00	(\$765.69)	0.00
03300 - Community Services Operations	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00
03535 - High Ability Learners	\$835.62	\$22,857.00	\$3,146.86	\$143.84	\$19,566.30	13.77
03599 - Other State Categorical Programs	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00
06200 - Title I, Part A ESSA	\$9,757.70	\$122,554.00	\$29,272.99	\$0.00	\$93,281.01	23.89
06310 - Title II, Part A ESSA	\$594.61	\$23,051.00	\$1,783.47	\$0.00	\$21,267.53	7.74
06406 - IDEA Preschool (619) Base Allocation	\$0.00	\$3,165.00	\$0.00	\$0.00	\$3,165.00	0.00
06408 - IDEA Part B 6404 & 6410	\$4,970.54	\$210,131.00	\$24,057.11	\$0.00	\$186,073.89	11.45
06412 - IDEA Part B Proportionate Share	\$2,623.46	\$31,768.00	\$7,870.38	\$0.00	\$23,897.62	24.77
06967 - Title IV Grant	\$1,189.50	\$0.00	\$2,714.50	\$0.00	(\$2,714.50)	0.00
06969 - Title IV, Part A ESSA	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00
06998 - ESSERS 3	\$14,048.98	\$358,511.00	\$43,244.69	\$0.00	\$315,266.31	12.06
08000 - Transfers (Outgoing)	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00
<b>Grand Total</b>	<b>\$969,259.36</b>	<b>\$15,662,387.00</b>	<b>\$2,899,584.29</b>	<b>\$24,005.64</b>	<b>\$12,738,797.07</b>	<b>18.51</b>

**DEPRECIATION FUND**

**2023-2024**

**Bank of the Valley, Account Number 207050**

**Budget: \$1,124,213.93**

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

<b>Credit/Debit Total</b>	<b>\$5,647.76</b>	<b>\$16,556.38</b>
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chairs

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

Date		Credits	Debits	Balance
<b>9/1/2023</b>	<b>Starting Balance</b>			<b>\$211,644.29</b>
9/5/2023	Auto Withdrawal		\$49.76	\$211,594.53
9/8/2023	Blue Cross Blue Shield		\$928.15	\$210,666.38
9/12/2023	Auto Withdrawal		\$510.79	\$210,155.59
9/19/2023	Auto Withdrawal		\$35.00	\$210,120.59
9/20/2023	Employee Deposit	\$1,900.00		\$212,020.59
9/26/2023	Auto Withdrawal		\$533.74	\$211,929.01
9/28/2023	Telus Health/Lifeworks		\$3,969.84	\$207,959.17
9/30/2023	Interest	\$533.74		\$208,492.91
<b>9/30/2023</b>	<b>Balance</b>			<b>\$208,492.91</b>
10/3/2023	Auto Withdrawal		\$281.17	\$208,211.74
10/10/2023	Auto Withdrawal		\$396.34	\$207,815.40
10/17/2023	Auto Withdrawal		\$335.34	\$207,480.06
10/18/2023	Blue Cross Blue Shield		\$928.15	\$206,551.91
10/23/2023	Employee Deposit	\$1,900.00		\$208,451.91
10/24/2023	Auto Withdrawal		\$82.76	\$208,369.15
10/31/2023	Auto Withdrawal		\$160.00	\$208,209.15
10/31/2023	Interest	\$543.82		\$208,752.97
<b>10/31/2023</b>	<b>Balance</b>			<b>\$208,752.97</b>

<b>Credit/Debit Total</b>	<b>\$4,877.56</b>	<b>\$8,211.04</b>
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# Bank Statement Reconciliation

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

## Bank Statement Reconciliation Summary

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

# Current Cash Balance

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

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
<b>DavidCit David City Public Schools Dist. #56</b>						
<b>A</b>	<b>Academic Clubs</b>					
110	Academic Booster Club	17,561.32	0.00	0.00	0.00	17,561.32
<b>A Totals:</b>		17,561.32	0.00	0.00	0.00	17,561.32
<b>B</b>	<b>Athletics</b>					
205	Athletics - Gate	4,536.00	13,940.50	0.00	0.00	18,476.50
210	Athletics - Miscellaneous	37,283.54	7,332.00	14,431.96	-750.00	29,433.58
215	Athletics - Entry Fees	4,127.00	1,050.00	980.00	0.00	4,197.00
220	Athletics - Referees	-300.00	0.00	8,050.00	0.00	-8,350.00
225	Girls Basketball Support	4,515.61	0.00	0.00	0.00	4,515.61
230	Boys Basketball Support	6,444.15	0.00	0.00	0.00	6,444.15
235	HS Football Support	177.26	0.00	0.00	0.00	177.26
240	Track Support	2,533.87	0.00	0.00	0.00	2,533.87
245	Volleyball Support	5,821.30	682.50	943.66	-163.50	5,396.64
250	Middle School Volleyball Support	2,235.30	0.00	0.00	0.00	2,235.30
255	Wrestling Support	587.42	0.00	285.00	0.00	302.42
260	Cross Country Support	182.24	0.00	0.00	0.00	182.24
265	Golf Support	-18.44	0.00	0.00	0.00	-18.44
270	Softball Support	59.70	0.00	0.00	0.00	59.70
<b>B Totals:</b>		68,184.95	23,005.00	24,690.62	-913.50	65,585.83
<b>C</b>	<b>Bellwood</b>					
310	BE-Miscellaneous-Staff	268.70	225.00	-10.00	0.00	503.70
315	BE-Fundraiser	972.67	0.00	0.00	0.00	972.67
320	BE-Student Council/PBIS	1,119.53	0.00	137.42	0.00	982.11
330	BE-Blue Valley Christmas	572.56	0.00	142.31	0.00	430.25
335	BE - Emergency Fund	1,708.46	0.00	59.94	0.00	1,648.52
<b>C Totals:</b>		4,641.92	225.00	329.67	0.00	4,537.25

# Current Cash Balance

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

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

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

Report Activity Totals:	356,722.17	65,152.40	50,165.30	995.73	372,705.00
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# Lunch Claims Against the District

*November 2023*

<b>Payment Vendor</b>	<b>Comment</b>	<b>Invoice Amount</b>
Angell, Shari A	Mileage Reimbursement	\$62.88
Cash-Wa Distributing	Food/Supplies	\$14,707.33
Culligan of Columbus	R.O.	\$36.00
Dale's Food Pride LLC	Food	\$100.79
David City Public Schools	Lunch Payroll	\$25,932.41
Hiland Dairy Foods Co LLC	Milk	\$5,573.98
SUPER SAVER	Food	\$87.06
SYSCO Lincoln	Food/Supplies	\$8,761.37
US Foods - Division #2365	Food	\$4,962.63
Zeilinger, Beth M	Mileage Reimbursement	\$78.60
	<b>Grand Total</b>	<b>\$60,303.05</b>

BOND INVESTMENT  
2023-2024

Bank of the Valley - Account Number 406552

		Credits	Debits	Balance
<b>9/1/2023</b>	<b>Starting Balance</b>			<b>\$3,880.49</b>
9/30/2023	Interest Earned	\$9.82		\$3,890.31
<b>9/30/2023</b>	<b>Balance</b>			<b>\$3,890.31</b>
10/31/2023	Interest Earned	\$10.18		\$3,900.49
<b>10/31/2023</b>	<b>Balance</b>			<b>\$3,900.49</b>
<b>Credit/Debit Total</b>		<b>\$20.00</b>	<b>\$0.00</b>	

## Special Building Fund

2023-2024

Bank of the Valley - Account Number 406528

Budget: \$2,316,952.57

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

### Future Expenditures

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

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

**QCPUF - Qualified Capital Purchases Undertaking Fund**

(Limited Tax Building Improvement Bond)

2023-2024

First National Bank of Omaha, Account Number 9960039820

Budget: \$842,641.99

		Credits	Debits	Balance
<b>9/1/2023</b>	<b>Starting Balance</b>			<b>\$635,199.05</b>
9/11/2023	Seward County Treasurer	\$3.32		\$635,202.37
9/11/2023	Seward County Treasurer	\$58.35		\$635,260.72
9/15/2023	Butler County Treasurer	\$53,744.00		\$689,004.72
9/29/2023	Interest	\$791.23		\$689,795.95
<b>9/29/2023</b>	<b>Balance</b>			<b>\$689,795.95</b>
10/6/2023	Seward County Treasurer	\$0.04		\$389,795.99
10/13/2023	Butler County Treasurer	\$10,128.86		\$699,924.85
10/31/2023	Interest	\$857.13		\$700,781.98
<b>10/31/2023</b>	<b>Balance</b>			<b>\$700,781.98</b>

<b>Credit/Debit Totals</b>	<b>\$65,582.93</b>	<b>\$0.00</b>
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**Future Expenditures**

<b>2023-24</b>	<b>Bond Principal</b>	<b>\$220,000</b>	
	<b>Bond Interest</b>	<b>\$18,510</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	
	<b>Estimated Total Expenses</b>	<b>\$288,510</b>	
<b>2023-24</b>	<b>Annual Tax Request</b>	<b>\$214,643</b>	\$212,500
<b>2024-25</b>	<b>Bond Principal</b>	<b>\$225,000</b>	
	<b>Bond Interest</b>	<b>\$16,452</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	
	<b>Estimated Total Expenses</b>	<b>\$291,452</b>	
<b>2024-25</b>	<b>Annual Tax Request</b>	<b>\$214,643</b>	\$212,500
<b>2025-26</b>	<b>Bond Principal</b>	<b>\$230,000</b>	
	<b>Bond Interest</b>	<b>\$14,175</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	
	<b>Estimated Total Expenses</b>	<b>\$294,175</b>	
<b>2025-26</b>	<b>Annual Tax Request</b>	<b>\$214,643</b>	\$212,500
<b>2026-27</b>	<b>Bond Principal</b>	<b>\$240,000</b>	
	<b>Bond Interest</b>	<b>\$11,588</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	
	<b>Estimated Total Expenses</b>	<b>\$301,588</b>	
<b>2026-27</b>	<b>Annual Tax Request</b>	<b>\$214,643</b>	\$212,500
<b>2027-28</b>	<b>Bond Principal</b>	<b>\$245,000</b>	
	<b>Bond Interest</b>	<b>\$8,677</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	
	<b>Estimated Total Expenses</b>	<b>\$303,677</b>	
<b>2027-28</b>	<b>Annual Tax Request</b>	<b>\$214,643</b>	\$212,500
<b>2028-29</b>	<b>Bond Principal</b>	<b>\$250,000</b>	
	<b>Bond Interest</b>	<b>\$5,458</b>	
	<b>Asbestos/Mold/Air Quality</b>	<b>\$50,000</b>	

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

# STUDENT FEES

2023-2024

Bank of the Valley, Account Number 062836

Budget: \$3309.36

<b>Date</b>		<b>Credits</b>	<b>Debits</b>	<b>Balance</b>
<b>9/1/2023</b>	<b>Starting Balance</b>			<b>\$310.17</b>
9/30/2023	Interest	\$0.78		\$310.95
<b>9/30/2023</b>	<b>Balance</b>			<b>\$310.95</b>
10/13/2023	FCCLA Dues	\$610.00		\$920.95
10/31/2023	Interest	\$1.79		\$922.74
<b>10/31/2023</b>	<b>Balance</b>			<b>\$922.74</b>

Credit/Debit Totals	\$612.57	\$0.00
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DC Supt Monthly Board Report  
Nov 2023  
Chad Denker, Supt

#### **Bellwood Elem Roof Replacement**

The contractor has started with the replacement. The rock has been vacuumed off the roof so they can install new product so the loudest part is complete. They hope to get done near Thanksgiving time.

#### **Bellwood High School Bell**

Bob Bell had a big school bell donated to him that was part of the old high school in Bellwood. It was in the tower that burned down but the bell was saved. It is now mounted on a concrete platform in front of the elementary school. Eventually, we will get it finished and a plaque installed with some details. I don't know enough details to be a good resource at this point. Peggy Romshek, Justin Krafka, and Bob have been helpful in getting this done.

#### **DC Elem HVAC Controls Replacement**

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

#### **Ad Hoc Committee on Committees**

Meeting Date and Time?  
Mon Nov 27 or Tues Nov 28?

#### **NASB State Conference**

Thurs Nov 16 and Fri Nov 17 (pre-conf on Wed Nov 15)  
CHI – Omaha  
Registration completed and hotel reservations confirmed.  
Any spouses plan to join us for dinner on Thursday night?

I don't have a lot to report this month as most of my time has been consumed by discussion and action items on the board agenda.

Chad Lindsley  
Board Reports  
11/8/2023

This month will focus on the action plans based on the NASB survey. Mr. Couch and I have discussed some key focus areas to work towards

- Communication
  - I will provide overall behavior updates to the staff.
  - I will increase my visibility and check in with teachers regularly.
- All voices heard
  - Regular check-ins allow for open communication and input.
  - I have started a middle school leadership team to give those students a voice which will also help me better support teachers.
- Support and respect from admin
  - The increased communication and check-ins allow me to ask teachers if there is anything I can do for them.
  - Whenever possible I will solicit input from the teachers on school or student issues.
- Valued/appreciated/recognized
  - I have been giving hand-written notes to staff members with encouragement and Recognition for all the great things they do.
  - The monthly newsletter will include a section highlighting different staff Members. We have now put a link on our website for the newsletters and we will share them via social media each month.

-Mr. Couch and I are exploring options to bring someone in for an anti-vaping assembly.

-The October newsletter has been mailed out to all our families. We also have added the newsletters to our website.

11/6/23

School Board Report: Special Education

Submitted by: Kari Daniels

This is the season of being thankful and of reflecting. There are many things to be thankful for. I see the smiling faces of children and adults every day and I am thankful. I also have a lot to reflect on as the year 2023 nears its end. As administrators we are pulled in many directions, but it is important to take some time and to reflect upon how to make things better for students, families and staff. Based largely upon the feedback of the NASB survey and through conversations with staff, I have developed some action steps to work toward the goal of improving things for those working for DCPS.

1. MANDT training: It is my desire to find a DCPS employee who is willing to attend training to become a MANDT trainer. MANDT is a system which focuses on de-escalation and crisis prevention training.
2. It is my goal to ensure that we are able to provide MANDT training to all para educators during our professional development days. Para educators work closely with some of our neediest students. I want to ensure that they have the training necessary keep themselves, teachers and students safe.
3. It is my goal to increase my visibility and support by spending more time in elementary classrooms outside of the observation/evaluation process. I need to ensure that staff view my presence as supportive and not evaluative. This will be achieved through one-on-one conversations with teachers.
4. Inclusion and grading support – Finding specific training that is applicable to a district our size continues to be a struggle. Nebraska started its 'Journey to

Inclusion' a few years ago. All of the research demonstrates that inclusion, to the extent possible and appropriate, is in the best interest of students. This is a significant shift from how special education services were delivered in years past. This has brought up some grading struggles as our district utilizes a standards based grading system. My plan is to continue to network and visit other districts that are farther along in the process than we are, to hopefully bring back information that can be utilized in our district.

I know that all staff appreciate the support they receive from the Board of Education. As an administrator, it is my job to demonstrate that same level of support, in person, to all staff on a daily basis. I am thankful that I have the opportunity to do so.

**All Scouts Have Power**

July							August							September							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24*	25	26
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November							December							January							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4							1	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	23	24	25	26	27	28		

March							April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5						1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
23	24	25	26	27*	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30						
30	31																											

Reporting Periods	Student	Teacher
August 5 - October 11	43	48+
October 14 - December 20	45 88	46 94+
January 3 - March 13	47	49
March 18 - May 22	43 90	45+ 94+
Total Days in Session	178	189
Teacher Contract Days		187

Aug 5 - New Teachers and Mentors Work Day  
 Aug 6,7,8,9 - Staff Prof Dev Days; No School For Students  
 Aug 9 - Open House; Elem - 5pm; HS - 6pm  
 Aug 12 - First Day of School For Students; 1:30 Dismissal  
 Sept 2 - Labor Day; School NOT in Session  
 Sept 30 - Staff Prof Dev Day; No School For Students  
 Oct 11 - End of 1st Quarter (43 Days)  
 Oct 14 - 2nd Quarter Begins  
 Oct 24 - pK-12 P/T Conf 12noon-8pm; No School For Students  
 Oct 25 - School NOT in Session  
 Nov 27,28,29 - Thanksgiving; School NOT in Session  
 Dec 20 - End of 2nd Qtr (45/88 Days); 1:30 Dismissal  
 Dec 22 through 26 - NSAA Practice Moratorium  
 Dec 21 through Jan 5 - School NOT in Session

2 snow days already built into the calendar, however,  
 Mar 28, Apr 17, & Apr 21 could be student days if necessary

Key	
24*	pK-12 P/T Conf 12noon-8pm; No School For Students
11	End of Quarter Oct 11, Dec 20, Mar 13, May 22
2	School NOT in Session
30	Staff Prof Dev Day; No School For Students
14	New Quarter Aug 12, Oct 14, Jan 6, Mar 18
12-	1:30 Dismissal Aug 12, Dec 20, May 22
	Jan 1 & 2 - School NOT in Session
	Jan 3 - Staff Prof Dev Day; No School For Students
	Jan 6 - 3rd Quarter Begins
	Jan 24 - DC WR Inv; Staff Work Day; No School For Students
	Feb 21 - School NOT in Session
	Mar 13 - End of 3rd Qtr (47 Days)
	Mar 14 - School NOT in Session
	Mar 17 - School NOT in Session; Possible Dist Speech Host
	Mar 18 - 4th Quarter Begins
	Mar 27 - pK-12 P/T Conf 12noon-8pm; No School For Students
	Mar 28 - School NOT in Session
	Apr 17 - Staff Prof Dev Day; No School For Students
	Apr 18 - School NOT in Session
	Apr 21 - School NOT in Session
	May 14 - Seniors Last Day
	May 17 - Graduation at 1pm
	May 22 - End of 4th Qtr (43/90 Days); 1:30 Dismissal
	May 23 - Staff Work Day 8am-12n; No School For Students

StudentsSafe Pupil Transportation Plan**David City Public Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. **Weapons.** Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
  - B. Pull vehicle over to safe and secure area.
  - C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
  - D. Give description of weapon and participating parties to dispatch.
  - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
2. **Pupil behavior.** Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:
    - A. First seek to resolve incident through discussion with the student(s) involved.
    - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
    - C. Activate emergency flashers.

- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
  - E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.
3. **Terrorist threats.** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
  - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
  - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  - D. Driver should wait for instructions from dispatch *if possible*.
4. **Severe weather.** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
  - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
  - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
  - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
5. **Hazardous materials and Unattended Items.** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Pull vehicle over to safe and secure area.
  - C. Give description of hazardous materials in question to dispatch.
  - D. Dispatch will immediately notify appropriate law enforcement and school administration.
  - E. Driver should wait for instructions from dispatch *if possible*.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

6. **Medical emergencies.** Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:
  - A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
  - B. Dispatch will immediately notify appropriate medical agencies and school administration.
  - C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
  - D. *Only if necessary*, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
  - E. Driver should try to keep student passengers as calm as possible.
  
7. **Procedures in the event of mechanical breakdowns of the vehicle.** Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:
  - A. Pull vehicle over to safe and secure area *if possible*.
  - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
  - D. Driver should try to keep student passengers as calm as possible.
  - E. Dispatch will arrange for assistance and a relief vehicle *if needed*.
  
8. **Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:
  - A. Contact or otherwise communicate with dispatch to notify them of the situation *if possible*.

- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
  - C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.
9. **Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.
10. **Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.
11. **Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.
12. **Vehicle drivers of small vehicles on activity trips.** The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District's director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.
13. **Student Instruction.** At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.
14. **Driver Capacity.** To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every year; (c) participate in required in-service training which includes emergency evacuation

training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. Should a driver have a medical concern throughout the year, the Superintendent or Superintendent's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference: Neb. Rev. Stat. Sec. 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapters 91 and 92

Policy Adopted: July 13, 2020  
Policy Reviewed/Revised: November 8, 2023

Students

Naloxone in School

The Board hereby permits the storage, administration, and implementation of naloxone (also known as Narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference:      Neb. Rev. Stat. § 28-470

Policy Adopted:              July 10, 2023

Policy Reviewed/Revised:    November 8, 2023

## **Students**

### **Student Privacy Protection Policy**

It is the policy of David City Public Schools to develop and implement policies, which protect the privacy of students in accordance with applicable laws.

#### **Publication of Student Work and Photos/Video of Students**

Publication of student work and images/video of students is a key part of instruction, and recognition of students and their accomplishments is essential. In an effort to allow and encourage these practices, while trying to insure student safety and privacy specific practices and procedures will be followed as outlined in the rules and regulations associated with this policy.

\* “recognition” means the public acknowledgement of the work or contributions of an individual student or group of students; this public recognition of success is essential to encourage and recognize student participation and success in the life and work of the school

#### **Publication of Student Work and Photos/Video of Students**

Pictures of students, pictures taken by students, and text written by students will be allowed to be published in the community newspaper (with full name and family affiliation, if appropriate) and in the school newspaper and school yearbook (with full name).

School use of student work (e.g., pictures, text, audio, video) and photos of groups of students engaged in school activities will be allowed, with full name associated with the photos and work. Individual photos of students will only be associated with full names in settings typically inaccessible to the general public. An exception to this policy is the collection of photos of graduates. Students and parents choosing not to have the graduate photo maintained in a public setting should not submit a photo for inclusion.

If student products (e.g., text, photos, audio, video) are to be saved to be used as samples for future instruction, permission will be obtained from the student and the parent and kept on file. The student and parent retain the copyrights. The student and/or parent may withdraw their permission for use at any time. The student name will not be associated with the work unless so requested in writing by the student or if it is embedded in the project (e.g., in movie credits).

Student work that is to be submitted by the school for consideration for publication or for contests (other than locally-sponsored contests or a local newspaper/newsletter) will require both student and parent permission.

#### **Online Publication**

Any pictures of a student, pictures taken by a student, or text/audio/video of, or by, students may be posted on the school website, school social media pages, or other site deemed of educational value. Class name or the grade level of the group may be specified, but no names will be associated with individuals unless the nature of the publication is recognition of student

involvement or achievement, in which case, full names will be used. Parents and students will be informed as to how to access anything posted on web sites other than the school web site. At any time, a parent or student may request the removal from the Internet of anything depicting, or created by, that student if a staff member acting as an agent of the school was responsible for the posting. Removal will occur in a timely manner.

Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Any parent who chooses to have more restrictions than those outlined above must notify the building principal in writing. The restrictions will apply to all publication occurring after the date of official receipt of the notification and will remain in effect for the remainder of that school year unless cancelled in writing by the parent.

Legal Reference: No Child Left Behind Act of 2001, section 1061;  
Protection of Pupil Privacy Amendment (sometimes referred to as  
The “Hatch Act” the “Grassley Amendment” or the “Tiahrt  
Amendment”), 20 U.S.C. §1232h and 34 CFR Part 98;  
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g;  
Neb. Rev. Stat. §§79-530 to 79-533

Policy Adopted: January 13, 2003  
Policy Reviewed/Revised: June 11, 2007; July 14, 2008; October 13, 2014;  
November 8, 2023

Instruction

Dispensing Medications

The administration of medication at school is strongly discouraged except when necessary for the student's health or education. The dosage intervals of many medications can be adjusted so the times for taking the medication come outside school hours. When possible, interval adjustment should be considered before administering medication at school. All medications administered by school district personnel shall be administered in accordance with the Medication Aide Act.

Legal Reference: Neb. Rev. Stat. 71-6718 to 71-6742

Policy Adopted: November 8, 1999  
Policy Reviewed/Revised: June 6, 2006; June 11, 2007; November 8, 2023

InstructionDispensing Medications

- A. Authorizations for Prescription Medications. Prescription medications which must be administered during school hours may be administered when the following are on file at school:
1. Physician's Authorization: A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given at school, and reason child is receiving the medication.
  2. Caretaker's Authorization: A caretaker's signed and dated authorization or permission to administer the medication during school. (Note: All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the school will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
  3. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the child and identify the medication, strength, time interval and route to be administered. Two labeled containers may be requested: one for home and one for school. If needed, the physician may be contacted for clarification on medication administration.
- B. Authorizations for Non-Prescription Medications. If a student must take non-prescription medication during school, procedures 2 and 3 above are to be followed before administration.
- C. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
- D. Documentation of Administration of Medication. The school district shall keep and maintain accurate medication administration records. A record of each dose of medication administered shall be documented reflecting the student's name, and the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take and/or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two (2) years.

E. Storage of Medications. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized school personnel who are designated by the administration of the school district for administration of medications shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.

F. Receipt and Disposal of Medications. Medication shall be delivered to school personnel and picked up by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent by the end of the school year shall be destroyed. Procedures for destroying medication shall include witness and documentation.

G. Administration of Medication by School Personnel.

1. Administration of Medication: Administration of medication includes, but is not limited to:

- a. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
- b. Recording medication provision; and
- c. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired affects, side effects, interactions, and contraindications associated with the medication.

2. Authorized School Personnel: Administration of medication shall only be done by the following school personnel:

a. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as "school nurses."

b. Medication Competent Staff. This means a staff member of the school who has been determined to be competent to administer medication by: (i) a recipient with capability and capacity to make an informed decision about medications (at a minimum, the recipient must be age 19 or older), (ii) a caretaker for the student, or (iii) by the school nurse.

(1) Determination of Competency by School Nurse: A staff member may be determined to be competent by a school nurse to administer medication where the staff member:

- (i) passes a competency assessment every 3 years
- (ii) that demonstrates the staff member can follow the minimal competencies

- (iii) to the satisfaction of the school nurse (school nurses are the school district's designated health care professionals).

Training is not required. The school nurse shall, however, provide such training as the school nurse determines in the exercise of professional judgment to be appropriate given the experience level of the staff member and the anticipated medication administration for which the staff member will be responsible.

- (2) Competency Certificate: Upon successful completion of the competency assessment, the school nurse shall give the Principal and the medication competent staff member written documentation of successful completion of competency assessment. The documentation may be by letter, certificate, or other written memoranda and shall include: the name of the school staff member who successfully completed the competency assessment; the date the competency assessment was conducted; and, the name, profession, and license number of the school nurse who conducted the competency assessment.
- (3) Maintain Records of Assessments: The school shall maintain written documentation of successful completion of competency assessments, identification of the individual providing direction and monitoring, and acceptance of the responsibility for direction and monitoring for a minimum of two (2) years.
- (4) Direction and Monitoring: A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. The school nurse is identified as a person being responsible for direction and monitoring and for each medication competent staff member is to accept responsibility for direction and monitoring of medication competent staff member in writing.
- (5) Errors. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.

### 3. Minimum Competencies:

The minimum competencies to be demonstrated by medication competent staff and to be implemented in practice by all school personnel engaged in medication administration are:

- (1) Maintaining confidentiality.
- (2) Complying with a competent recipient's right to refuse to take medication and, in the case of a non-competent, recognize the requirement to seek advice and consultation with the physician, physician's designee, or caretaker of the student providing direction and monitoring regarding the procedures and persuasive methods to be used to encourage compliance with medication provision. Recognizing that persuasive methods should not include anything that causes injury to the recipient.
- (3) Maintaining hygiene and current accepted standards for infection control.
- (4) Documenting accurately and completely.
- (5) Safely providing medications according to the "five rights" ("five rights" means getting the right drug to the right recipient in the right dosage by the right route at the right time).
- (6) Having the ability to understand and follow instructions.
- (7) Practicing safety in application of procedures for storage, handling and administration of medications.
- (8) Complying with limitations and conditions under which school personnel may provide medications.
- (9) Having an awareness of abuse and neglect reporting requirements.
- (10) Recognizing general unsafe conditions indicating that the medication should not be provided including change in consistency or color of the medication, unlabeled medication or illegible medication label, and those medications that have expired.
- (11) Recognizing that unsafe conditions should be reported to the caretaker, physician or physician's designee for direction and monitoring thereof.
- (12) Recognizing general conditions which may indicate an adverse reaction to medication such as rashes/hives, and general changes in recipient's condition which may indicate inability to receive medications, and that all such conditions shall be reported to the caretaker, physician or physician's designee responsible for providing direction and monitoring.

4. Routes of Medication Administered by School Personnel:

- a. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
  - (1) Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays;
  - (2) Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
  - (3) Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
  - (4) Instillation by drops, ointments, and sprays into the eyes, ears, and nose.

b. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes not listed in subparagraph "a" above ("additional routes"), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:

- (1) In the case of a medication competent staff member, a determination has been made by the school nurse or by the student's physician or duly licensed health care professional that that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
- (2) Directions for additional routes must be for recipient specific procedures and must be in writing.
- (3) Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
- (4) Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
- (5) School personnel administering the medication shall comply with the written directions.

c. Injections: School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.

5. Refusal to Administer Medication: School personnel may refuse to give a medication at school if after a reasonable and prudent research by a school health care professional as set forth in subparagraph "e" below, a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When school personnel refuse to carry out a request to administer medication, the following procedure shall be followed:

- a. Notify the nursing supervisor who will notify Superintendent.
- b. Notify attending physician by phone with follow-up in writing:
  - (1) State concern for dosage or particular medication, etc.

- (2) Make every attempt to work out a suitable solution - Example: Change of time of administration, change of dosage, change of medication;
  - (3) Follow-up in writing.
- c. Meet with parents:
- (1) State concern for dosage or medication;
  - (2) Offer alternatives - Example: Change of time so as not to be given during school hours.
- d. Consult with Nebraska State Board of Health for current procedures regarding refusal to follow written physician's orders.
- e. Research by health care professional:
- (1) Collect research articles from professional journals, organizations, etc.;
  - (2) Contact other physicians requesting their professional opinions and ask them to review current research;
  - (3) Contact state licensing boards and school nurse consultant;
  - (4) Consult with district's legal counsel;
  - (5) Assemble all data for review;
  - (6) Present data to review team organized by the Superintendent;
  - (7) Decision rendered and implemented;
  - (8) Parents and physician contacted in writing; and
  - (9) Alter and update policies and procedures as needed.

Legal Reference: Neb. Rev. Stat. §§ 71-6718 to 71-6742; NDE Rule 59

Policy Adopted: June 6, 2006

Policy Reviewed/Revised: June 11, 2007; November 8, 2023

InstructionStudent Self-Management of Asthma, Anaphylaxis, and/or Diabetes

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions upon:

- (1) written request of the student's parent or guardian;
- (2) authorization of the student's physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition;
- (3) receipt of a signed no liability statement from the parent or guardian; and
- (4) development of an asthma or anaphylaxis or a diabetes medical management plan for the student.

Students with such a medical management plan may possess the necessary medication to manage their medical condition upon the conditions established in the plan and not be subject to discipline for such possession. Provided that, if the student uses or allows the medication to be used for any reason other than as prescribed or as provided in the plan or possesses the medication other than as provided in the plan the student shall be subject to discipline in accordance with the student conduct and drug-free school policies.

Legal Reference: Neb. Rev. Stat. §§ 79-224 and 79-225

Policy Adopted: July 7, 2016  
Policy Reviewed/Revised: November 8, 2023

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

**Student's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

**Health Condition:**  Asthma  Anaphylaxis (For this Plan "Health Condition" means the condition(s) checked)

**Mother/Guardian:** \_\_\_\_\_

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

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Father/Guardian:** \_\_\_\_\_

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

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Student's Doctor/Health Care Provider:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

**Other Emergency Contacts:** \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Asthma or Anaphylaxis Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary asthma or anaphylaxis medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription asthma or anaphylaxis medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will promptly report self-administration and follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student's Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student's understanding of and ability to self-manage Student's Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student's Health Condition as follows:

1. Access to Prescription Asthma/Anaphylaxis Medication

- May have medication in Student's possession at any time.
- May have medication in Student's possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
- May not have medication in Student's possession except for emergency use.

2. Self-Administration of Prescription Asthma/Anaphylaxis Medication

- May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
- May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
- May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student's self-management of Student's Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription asthma or anaphylaxis medication prescribed for Student:** See Student Asthma/Anaphylaxis Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student's Health Condition:**

1. The Student, when permitted to be in possession of medication, will have only the prescription medication that might be needed for the Student's own use. For example, the Student may have one inhaler, but not two, unless the first is nearly empty
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

**F. Student Asthma/Anaphylaxis Action Plan**

**Student Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Month) (Day) (Year)

**EXERCISE PRECAUTION** - Administer inhaler 15-30 minutes before exercise (eg, gym class, recess)

Albuterol inhaler (Proventil, Ventolin) 2 inhalations

<p><b><u>ASTHMA TREATMENT</u></b>                  Give or self-administer <i>quick relief medication</i> when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.  <b>Quick relief medication:</b></p> <p><input type="checkbox"/> Albuterol inhaler (Proventil, Ventolin) 2 inhalations</p> <p><input type="checkbox"/> Pirbuterol inhaler (Maxair) 2 inhalations</p> <p><input type="checkbox"/> Albuterol inhaled <i>by nebulizer</i> (Proventil, Ventolin)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> Levalbuterol inhaled <i>by nebulizer</i> (Xopenex)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.31 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED</b></p> <p><b>If after 10 minutes:</b></p> <ul style="list-style-type: none"> <li>• Symptoms are improved, student may return to classroom after notifying parent/guardian.</li> <li>• If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student's ability to remain in school for the day.</li> <li>• <b><i>If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).</i></b></li> </ul>
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<p><b><u>ANAPHYLAXIS TREATMENT</u></b>                  Give or self-administer <i>epinephrine</i> when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck "sucking in"), lips or fingernails turning blue, or trouble talking (shortness of breath).</p> <p><input type="checkbox"/> The Student has severe allergies to the following:                  _____</p> <p><input type="checkbox"/> Epinephrine injection (please specify):</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen 0.3 mg                      <input type="checkbox"/> Twinject 0.3 mg</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen Jr. 0.15 mg              <input type="checkbox"/> Twinject 0.15 mg</p> <p><input type="checkbox"/> May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED</b></p> <ul style="list-style-type: none"> <li>• <b><i>CALL 911 and closely observe the student.</i></b></li> <li>• Notify parent/guardian immediately.</li> <li>• Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.</li> <li>• <b><i>If student does not improve or continues to worsen, INITIATE Nebraska's schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).</i></b></li> </ul>
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Possible adverse reactions to be reported to physician \_\_\_\_\_

Special instructions \_\_\_\_\_

I am the Student's Physician or other health care professional who prescribed the medication for treatment of the student's condition. Student has  Asthma  Anaphylaxis and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student's Health Condition in accordance with this Asthma or Anaphylaxis Medical Management Plan. I approve the Medical Management Plan and the Student Asthma/Anaphylaxis Action Plan and authorize Student to self-manage Student's Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_ Date: \_\_\_\_\_

**V. GUIDELINES FOR  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student’s health or prescribed treatment or student’s ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription asthma/anaphylaxis medications required under the Plan; the school is not responsible for providing the medications. Prescribed asthma/anaphylaxis medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. Inhalers must have a label attached to the inhaler itself, not on the packaging. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new asthma/anaphylaxis action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Health care services the Student may receive at school relating to Student’s Health Condition.**

1. Standard health services available to all students.
2. Storage of backup asthma or anaphylaxis medication supplies.
3. Recording of student self-administration reports.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Asthma or Anaphylaxis Medical Management Plan the Student shall be permitted to self-manage the Student’s asthma or anaphylaxis condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student shall promptly notify the school nurse, the school nurse’s designee, or another designated adult at the school when the Student has self-administered prescription asthma or anaphylaxis medication pursuant to the Plan.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school’s drug and student conduct policies and may result in an expulsion from school. To the extent this Asthma or Anaphylaxis Medical Management Plan permits the Student to be in possession of prescribed asthma/anaphylaxis medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription asthma or anaphylaxis medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student’s access to such medication; however, it is agreed that in the event of any such misuse, a re-evaluation of the Student’s understanding of and ability to self-manage Student’s Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Asthma or Anaphylaxis Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the

Dated: \_\_\_\_\_

Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Asthma or Anaphylaxis Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_

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

**Asthma/Allergy Self-Management Log**

Student Name \_\_\_\_\_

Student Date of Birth \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
 Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

**Student's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

**Health Condition:**  Asthma  Anaphylaxis (For this Plan "Health Condition" means the condition(s) checked)

**Mother/Guardian:** \_\_\_\_\_

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

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Father/Guardian:** \_\_\_\_\_

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

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Student's Doctor/Health Care Provider:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

**Other Emergency Contacts:** \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Asthma or Anaphylaxis Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary asthma or anaphylaxis medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription asthma or anaphylaxis medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will promptly report self-administration and follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student's Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student's understanding of and ability to self-manage Student's Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student's Health Condition as follows:

1. Access to Prescription Asthma/Anaphylaxis Medication

- May have medication in Student's possession at any time.
- May have medication in Student's possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
- May not have medication in Student's possession except for emergency use.

2. Self-Administration of Prescription Asthma/Anaphylaxis Medication

- May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
- May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
- May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student's self-management of Student's Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription asthma or anaphylaxis medication prescribed for Student:** See Student Asthma/Anaphylaxis Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student's Health Condition:**

1. The Student, when permitted to be in possession of medication, will have only the prescription medication that might be needed for the Student's own use. For example, the Student may have one inhaler, but not two, unless the first is nearly empty
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

**F. Student Asthma/Anaphylaxis Action Plan**

**Student Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Month) (Day) (Year)

**EXERCISE PRECAUTION** - Administer inhaler 15-30 minutes before exercise (eg, gym class, recess)

Albuterol inhaler (Proventil, Ventolin) 2 inhalations

<p><b><u>ASTHMA TREATMENT</u></b>                  Give or self-administer <i>quick relief medication</i> when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.  <b>Quick relief medication:</b></p> <p><input type="checkbox"/> Albuterol inhaler (Proventil, Ventolin) 2 inhalations</p> <p><input type="checkbox"/> Pirbuterol inhaler (Maxair) 2 inhalations</p> <p><input type="checkbox"/> Albuterol inhaled <i>by nebulizer</i> (Proventil, Ventolin)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> Levalbuterol inhaled <i>by nebulizer</i> (Xopenex)</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.31 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 0.63 mg/3 mL</p> <p style="padding-left: 40px;"><input type="checkbox"/> 1.25 mg/3 mL</p> <p><input type="checkbox"/> May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED</b></p> <p><b>If after 10 minutes:</b></p> <ul style="list-style-type: none"> <li>• Symptoms are improved, student may return to classroom after notifying parent/guardian.</li> <li>• If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student’s ability to remain in school for the day.</li> <li>• <b><i>If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).</i></b></li> </ul>
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<p><b><u>ANAPHYLAXIS TREATMENT</u></b>                  Give or self-administer <i>epinephrine</i> when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck “sucking in”), lips or fingernails turning blue, or trouble talking (shortness of breath).</p> <p><input type="checkbox"/> The Student has severe allergies to the following:                  _____</p> <p><input type="checkbox"/> Epinephrine injection (please specify):</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen 0.3 mg                      <input type="checkbox"/> Twinject 0.3 mg</p> <p style="padding-left: 40px;"><input type="checkbox"/> EpiPen Jr. 0.15 mg                      <input type="checkbox"/> Twinject 0.15 mg</p> <p><input type="checkbox"/> May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.</p>	<p><b>IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED</b></p> <ul style="list-style-type: none"> <li>• <b><i>CALL 911 and closely observe the student.</i></b></li> <li>• Notify parent/guardian immediately.</li> <li>• Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.</li> <li>• <b><i>If student does not improve or continues to worsen, INITIATE Nebraska’s schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).</i></b></li> </ul>
---	--

Possible adverse reactions to be reported to physician \_\_\_\_\_

Special instructions \_\_\_\_\_

I am the Student’s Physician or other health care professional who prescribed the medication for treatment of the student's condition. Student has  Asthma  Anaphylaxis and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student’s Health Condition in accordance with this Asthma or Anaphylaxis Medical Management Plan. I approve the Medical Management Plan and the Student Asthma/Anaphylaxis Action Plan and authorize Student to self-manage Student’s Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_

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

**V. GUIDELINES FOR  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student’s health or prescribed treatment or student’s ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription asthma/anaphylaxis medications required under the Plan; the school is not responsible for providing the medications. Prescribed asthma/anaphylaxis medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. Inhalers must have a label attached to the inhaler itself, not on the packaging. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new asthma/anaphylaxis action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Health care services the Student may receive at school relating to Student’s Health Condition.**

1. Standard health services available to all students.
2. Storage of backup asthma or anaphylaxis medication supplies.
3. Recording of student self-administration reports.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Asthma or Anaphylaxis Medical Management Plan the Student shall be permitted to self-manage the Student’s asthma or anaphylaxis condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student shall promptly notify the school nurse, the school nurse’s designee, or another designated adult at the school when the Student has self-administered prescription asthma or anaphylaxis medication pursuant to the Plan.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school’s drug and student conduct policies and may result in an expulsion from school. To the extent this Asthma or Anaphylaxis Medical Management Plan permits the Student to be in possession of prescribed asthma/anaphylaxis medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription asthma or anaphylaxis medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student’s access to such medication; however, it is agreed that in the event of any such misuse, a re-evaluation of the Student’s understanding of and ability to self-manage Student’s Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Asthma or Anaphylaxis Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the

Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Asthma or Anaphylaxis Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Asthma/Allergy Self-Management Log**

**Student Name** \_\_\_\_\_

**Student Date of Birth** \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The David City Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

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

Students: Brian Hermelbracht, Title IX Coordinator, 750 D Street, David City, NE 68632 (402) 367-3187 (hermelbracht@dcscouts.org).

Employees and Others: Angela Moore, Business Manager, 750 D Street, David City, NE 68632 (402) 367-4590 (moore@dcscouts.org).

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

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

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

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

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

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

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

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

**2. Anti-retaliation:**

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

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

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

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

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

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

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

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which

- they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

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

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

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

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

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

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting

(unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

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

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

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.

- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Policy Adopted: June 14, 2021  
Policy Reviewed/Revised: July 10, 2023; November 8, 2023

**Complaint Form  
Discrimination, Harassment or Retaliation**

The David City Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Brian Hermelbracht, Title IX Coordinator, 750 D Street, David City, NE 68632 (402) 367-3187 (hermelbracht@dscouts.org).

Employees and Others: Angela Moore, Business Manager, 750 D Street, David City, NE 68632 (402) 367-4590 (moore@dscouts.org).

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint): \_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

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

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

Updated Nov 2023

StudentsChild Abuse and Neglect

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

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

Legal Reference: Neb. Rev. Stat. § 28-711  
34 U.S.C. § 20341

Policy Adopted: June 11, 2018  
Policy Reviewed/Revised: November 8, 2023

Students

Married Students

Married students shall have the same educational opportunities in this school system as unmarried students. There shall be no discrimination on the basis of sex, marital status of any person, or the condition of being a parent. To enforce this prohibition, aggrieved persons shall use the District's anti-discrimination policies.

Legal References:   Neb. Rev. Stat. §§ 79-2,114 to 79-2,124  
                          20 U.S.C. § 1681 (Title IX)

Policy Adopted:           June 11, 2018  
Policy Reviewed/Revised:   November 8, 2023

StudentsSearch and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as

practicable. A personal safety or security device (such as a taser, mace or pepper spray) not previously approved by the Administration constitutes a “dangerous weapon.”

2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04 (firearms)

Policy Adopted: July 13, 2020

Policy Reviewed/Revised: November 8, 2023

**Students**

**Health Inspections**

The school district shall cause every child under its jurisdiction to be separately and carefully inspected, except as otherwise provided by law, to ascertain if such a child is suffering from (1) defective sight or hearing, (2) dental defects, or (3) other conditions as prescribed by the Department of Health and Human Services (“Department”). Such inspections shall be conducted on a schedule prescribed by the Department and shall be based on current medical and public health practice. In lieu of conducting the inspections, the school board may employ regularly licensed physicians to make such inspections.

If such inspection determines that any child has defective sight or hearing, dental defects, or other condition for which screening is required, the school shall notify the parent of the child in writing of such condition and explain to the parent the necessity of professional attendance for such child.

Whenever a child apparently shows symptoms of any contagious or infectious disease, such child shall be sent home immediately or as soon as safe and proper conveyance can be found and the school board shall be at once notified if the superintendent, or superintendent’s designee, considers it necessary due to the significance or implications of the disease. Such student may be excluded from school as provided in the Student Discipline Act.

A child shall not be required to submit to an inspection required by this policy if his or her parent or guardian provides school authorities with a statement signed by a physician, a physician assistant, or an advanced practice registered nurse practicing under and in accordance with his or her respective credentialing act or other qualified provider as identified by the Department’s applicable rules and regulations, stating that such child has undergone such required inspection within the past six months. A child shall submit to any required inspection for which such a statement is not received.

Legal Reference:      Neb. Rev. Stat. §§ 79-248 and 79-249  
                                 Neb. Rev. Stat. § 79-264  
                                 Neb. Rev. Stat. § 79-526

Policy Adopted:              August 10, 2010  
Policy Reviewed/Revised:    November 8, 2023

**Students**

**Communicable Disease Control**

The District shall cooperate with the local and state health departments in developing procedures for the control of and response to communicable disease in the schools. All procedures shall conform to the regulations for communicable disease control established by the state health department.

**Students**

In general, a student with a communicable condition will be allowed to attend school in the student's usual class setting in the absence of undue risk to the health or safety to self and others. A student with a communicable condition is subject to an emergency exclusion if such undue risk is posed until such time as a plan and procedure, including reasonable accommodations, can be implemented to safely allow a return.

**Employees**

In general, employees and school volunteers with a communicable condition will be allowed to continue to work in their usual positions in the absence of undue risk to the health or safety of self and others. An employee or volunteer with a communicable condition is subject to exclusion from the work site if such undue risk exists until such time as a plan and procedure, including reasonable accommodation, are also to be implemented to safely allow a return.

**Reporting**

Required reports will be provided to the Board of Health without delay.

Legal Reference: 79-264

Policy Adopted:

January 11, 1999

Policy Reviewed/Revised:

June 11, 2007; March 9, 2020; November 8, 2023

Students

Injuries and Illness

The David City Board of Education recognizes their responsibility to provide a healthy and safe educational environment. This responsibility also extends to the utilization of appropriate rules and procedures for dealing with accidents and injuries.

Emergency treatment will be administered in the case of injury or illness. The teacher and parent or guardian will be notified as deemed necessary.

Each student's parents will give the school the name of someone to notify in case of emergency and the parents are not available.

Written consent will be obtained for the nurse or designated person to take the student to his/her personal physician in case of an emergency situation and the parents are not able to be reached.

When the school nurse or designated person feels there is reason to exclude a student for health reasons, the parent will be notified and must present a doctor's excuse before the student is readmitted.

Policy Adopted: January 10, 1983  
Policy Reviewed/Revised: June 11, 2007; November 8, 2023

**Students**

**Safety and Security**

It is the mission of David City Public School to provide a safe, secure, drug-free and welcoming environment for all students, staff and community members. The Superintendent shall appoint annually a School Safety and Security Committee which shall include representatives of faculty, parents, and the community; said committee to meet at least annually to prepare and/or review safety and security plans and procedures. Upon the recommendations of the School Safety and Security Committee, the Board of Education shall adopt and the administration shall implement, school system safety and security plans designed to maintain safe, healthful, and sanitary conditions with the school buildings of the school district, and on school grounds, meeting applicable fire, safety and health codes, and supportive of quality learning for all students. Such school safety and security plans may include, but not be limited to, school security measures as well as staff training and student educational programs.

**Legal Reference: NDE Rule 10, Section 004.01B**

Policy Adopted: November 8, 1999  
Policy Revised/Reviewed: November 13, 2000; June 11, 2007; November 8, 2023

StudentsRequests to Contact Students and Student Interviews by Non-School PersonnelA. Removals of Students and Interviews of Students

In dealing with law enforcement officials, David City Public Schools' employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with District operations or educational programming.

1. Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

- (a) the child has violated a state law or municipal ordinance and such child was eleven years of age or older at the time of the violation, and the officer has reasonable grounds to believe such child committed such violation and was eleven years of age or older at the time of the violation;
- (b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
- (c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;
- (d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;
- (e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger;
- (f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).

- (g) the officer has reasonable grounds to believe the child is immune from prosecution for prostitution under subsection (5) of section 28-801; or
- (h) the child has committed an act or engaged in behavior described in subdivision (1), (2), (3)(b), or (4) of section 43-247 and such child was under eleven years of age at the time of such act or behavior, and the officer has reasonable cause to believe such child committed such act or engaged in such behavior and was under eleven years of age at such time.

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of David City Public Schools, the following action is to be taken:

- (a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit "A" to this Policy may be used for this purpose.
- (b) Notify Local Law Enforcement. In some instances there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of David City Public Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.
- (c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student's parents or guardian.

A student should not be released to a private detective or "special police officer" who is not an officer of a Nebraska political subdivision or an officer of an agency of the federal government without consent of the student's parent, guardian or custodian.

2. Interviews of Students by Law Enforcement Officials

Law enforcement officers and other law authorities should be urged to contact students for questioning outside the instructional day and off school premises whenever possible. When it is appropriate that such questioning occur, the following guidelines are to be followed:

- (a) Interviews not related to District Events. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to David City Public Schools, questioning should not take place until the student's parent, guardian or custodian has been contacted and permission is given for such interview. The consent should be documented. The presence of a school employee during the interview is not necessary.
- (b) Interviews Related to District Events. If the investigation relates to an incident which took place on school premises or during instructional time, it is not necessary to obtain consent of the student's parent, guardian or custodian. In these situations, an employee of the District should be present during the interview to ensure that the interview relates only to the incident which took place on school premises or during instructional time or something which is directly related thereto.
- (c) Child Abuse or Neglect. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted without consent of the student's parent, guardian or custodian. In these situations, an employee of David City Public Schools should be present during the interview to ensure that the interview relates only to those matters.
- (d) Probation Officer Interview. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on school premises. In such situations, it is neither necessary nor desirable that a District employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian.

3. Disclosure of Student Records

School employees shall not, in the course of dealing with a peace officer or probation officer, disclose any confidential student records or information from such student records other than in response to a court order or subpoena or as otherwise authorized by state law and the Family Educational Rights and Privacy Act (FERPA).

4. Removals and Interviews by Persons other than Law Enforcement Officials

A person who comes to school premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of an administrator or designee.

Permission to remove is not to be granted without consent of the student's parent, guardian or custodian, or a person authorized by the student's parent, guardian or custodian to give such permission.

Permission to interview on subjects not related to school matters is not to be granted unless there is a clearly valid and proper reason for the interview and such is not disruptive to school operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

Legal Reference: Neb. Rev. Stat. §§43-248; 43-418; 79-294; 79-2104  
20 U.S.C. §1232g (FERPA)

Policy Adopted: October 11, 2010  
Policy Revised/Revised: June 12, 2017; November 8, 2023

AR-5413--Exhibit A

**Affidavit and Release to Remove Student**

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

The undersigned hereby states and affirms to the David City Public Schools as follows:

1. That I am duly-appointed and acting peace officer employed by \_\_\_\_\_ and am currently acting within the scope of such employment.
2. That request is hereby made of the David City Public Schools to deliver to me the following named student: \_\_\_\_\_.
3. That I am entitled to immediate physical custody of said student by virtue of:
  - ( ) Neb. Rev. Stat. 43-248 for the reason that said student (1) violated a state or municipal law in my presence, (2) is believed by me to have committed a felony, (3) is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the student’s protection, or (4) is believed to have run away from his or her parent, guardian, or custodian.
  - ( ) There having been issued a valid warrant for such student’s arrest, a true copy of which is attached hereto.
  - ( ) There being reasonable grounds for me to arrest such student without a warrant, such grounds being that: \_\_\_\_\_
  - ( ) Other (specify) the student being placed under arrest due to following authority: \_\_\_\_\_
4. That the undersigned will take immediate action to notify the parent(s), custodian, or legal guardian of said student that said student has been taken into custody and the reason or reasons for said custody.
5. That the undersigned has the legal right to take custody of the student without the consent of said student’s parent(s), guardian, custodian, or the David City Public Schools.
6. That any facts or circumstances set out on the back of this affidavit and release are true and correct and are incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer’s name and position, including badge number)

**AR-5413--Exhibit B  
Affidavit to Interview or Question Student**

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

The undersigned requests the right to interview or question \_\_\_\_\_, a student of the David City Public Schools, and hereby states and affirms to the David City Public Schools as follows:

( ) That the undersigned is a duly appointed probation officer acting pursuant to a valid appointment by the \_\_\_\_\_ Court of \_\_\_\_\_ County, Nebraska.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate such an investigation.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate an investigation of criminal activity which occurred on the school premises.

( ) That the undersigned is duly authorized by law to investigate allegations of abuse or neglect as defined in Neb. Rev. Stat. 28-710(3) and this request is made to facilitate an investigation where a family member is alleged to have committed acts of abuse or neglect against the above-named student.

( ) That requesting consent to the interview from the child's parent or guardian and notification of child's parent or guardian of the interview would be counter productive, and request is hereby made that the same be kept confidential.

That the additional information, if any, set out on the back of this affidavit is true and correct and is incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer's name and position including badge number)

High Ability Learner (HAL)

The District recognizes the individual characteristics of students and strives to advance to the fullest all aspects of each student's development.

A high ability learner shall mean a student who gives evidence of high performance capability in such areas of intellectual, creative, or artistic capacity or in specific academic fields and who require services or activities not ordinarily provided by the school in order to develop those capabilities fully. (LB647 adopted 1994).

Identification of high-ability students will be planned with care and modified through experiences. Multiple measures will be utilized while looking through a range of disciplines to identify students with diverse talents. Equal access will be provided to students of all backgrounds. Assessment procedures that can accommodate students who develop at different rates and whose interests may change as they mature will be utilized. The District will strive to identify potential in students by looking at the obvious as well as talents not readily apparent. It is our intent to be inclusive and identify early.

The administration will monitor the HAL identification process and provide staff development to teaching staff to assist in providing strategies that reflect appropriate instructional opportunities for HAL students on an as needed basis. The administration will recommend a staff member to attend the Nebraska Association For The Gifted (NAG) conference each year. The HAL coordinator will provide staff with resources when requested.

Legal Source: Neb. Rev. Stat. Sections §79-1105-79-1108; LB 647 (1994)

Policy Adopted: March 14, 2011

Policy Reviewed/Revised: May 9, 2017; October 14, 2019; November 8, 2023

High Ability Learner (HAL)

DESCRIPTIONS OF HIGH ABILITY LEARNERS:

1. HAL students:
  - Are able to work independently
  - Have a desire to learn and excel
  - Do more than classroom expectations
  - Often excel in non-academic areas
  - Have higher level thinking skills such as the ability to problem solve, create, generalize, and predict
  
2. HAL may exhibit achievement and/or potential ability in any of the following areas, singly or in combination:
  - General intellectual ability
  - Specific academic aptitude
  - Creative or productive thinking
  - Leadership ability
  - Visual or performing arts
  - Psychomotor ability

IDENTIFICATION OF HIGH ABILITY LEARNERS:

The District will utilize the Nebraska Department of Education Procedures for Identification of High Ability Learners as guidance in developing a HAL learner identification procedure. Critical to that guidance is the following statement:

*School districts should move beyond using IQ tests and standardized tests as the primary means of identification. Instead, they should use multiple measures including student performance data, interest inventories, nominations, and other assessments.*

The District will utilize a rubric outlining objective data and subjective observations to identify HAL students. Students will be nominated for the HAL program upon teacher or parent recommendation.

IDENTIFICATION PROCEDURES:

See Flow Chart.

The process begins by having all students complete NWEA MAPS in Reading, Math, and Science.

## PROGRAM IMPLEMENTATION:

### All Grade Levels

- Challenges within the regular curriculum to provide expanded opportunities to learn at a higher level
- Differentiated instruction (ex. Walk to Read at the elementary school)
- Regulate pacing to allow for an advanced rate of learning
- Individual or projects (with the guidance of an advisor)
- Field trips (ex. SAC Museum)
- Summer camps (ex. CHI at CCC)
- Community service opportunities

### Secondary Grade Levels

- Nebraska Now (UNL Advanced Scholars program)
- College credit courses
- Tutoring opportunities

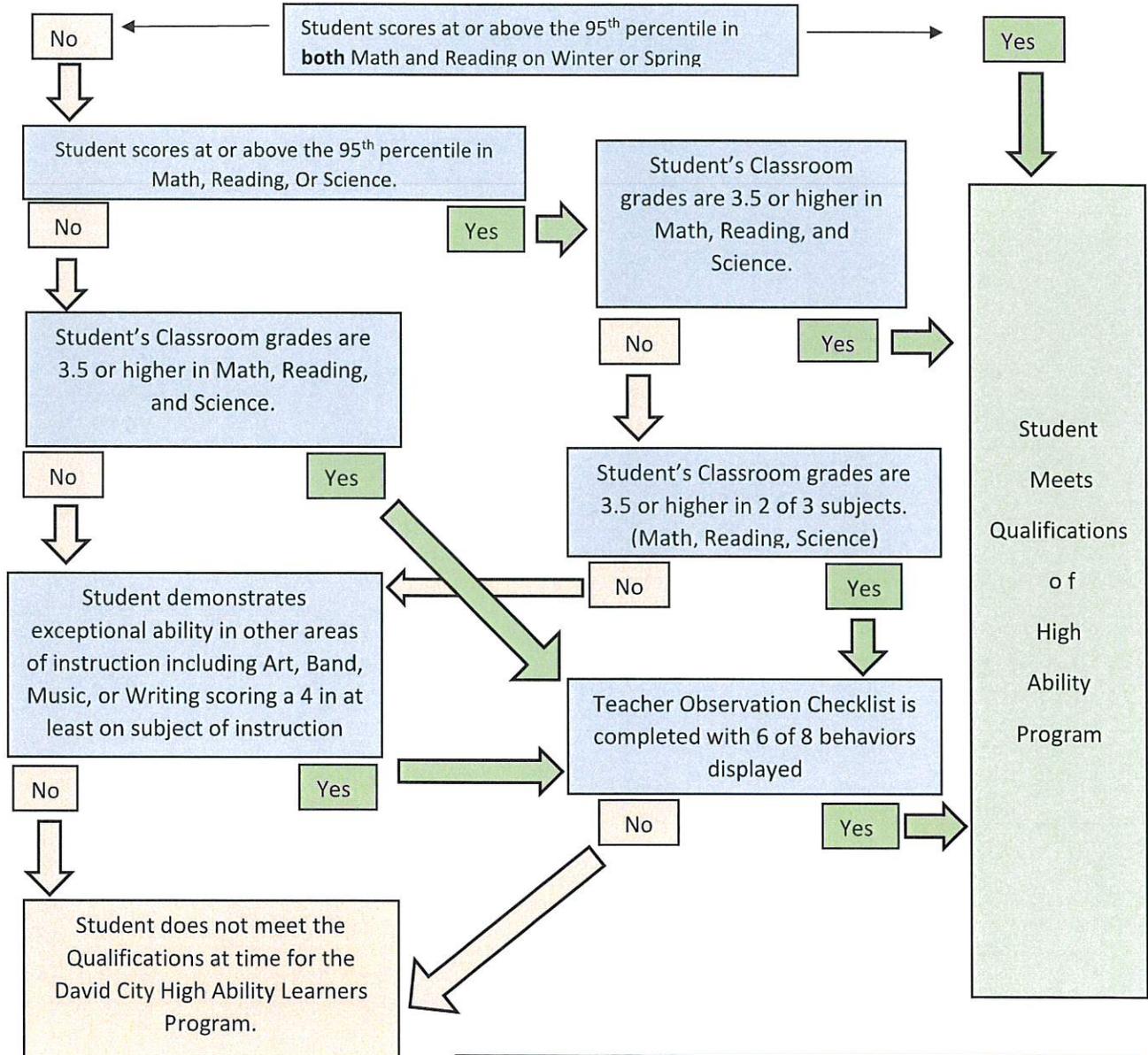
Legal Source: Neb. Rev. Stat. Sections §79-1105-79-1108; LB 647 (1994)

Policy Adopted: March 14, 2011

Policy Reviewed/Revised: May 9, 2017; October 14, 2019; November 8, 2023

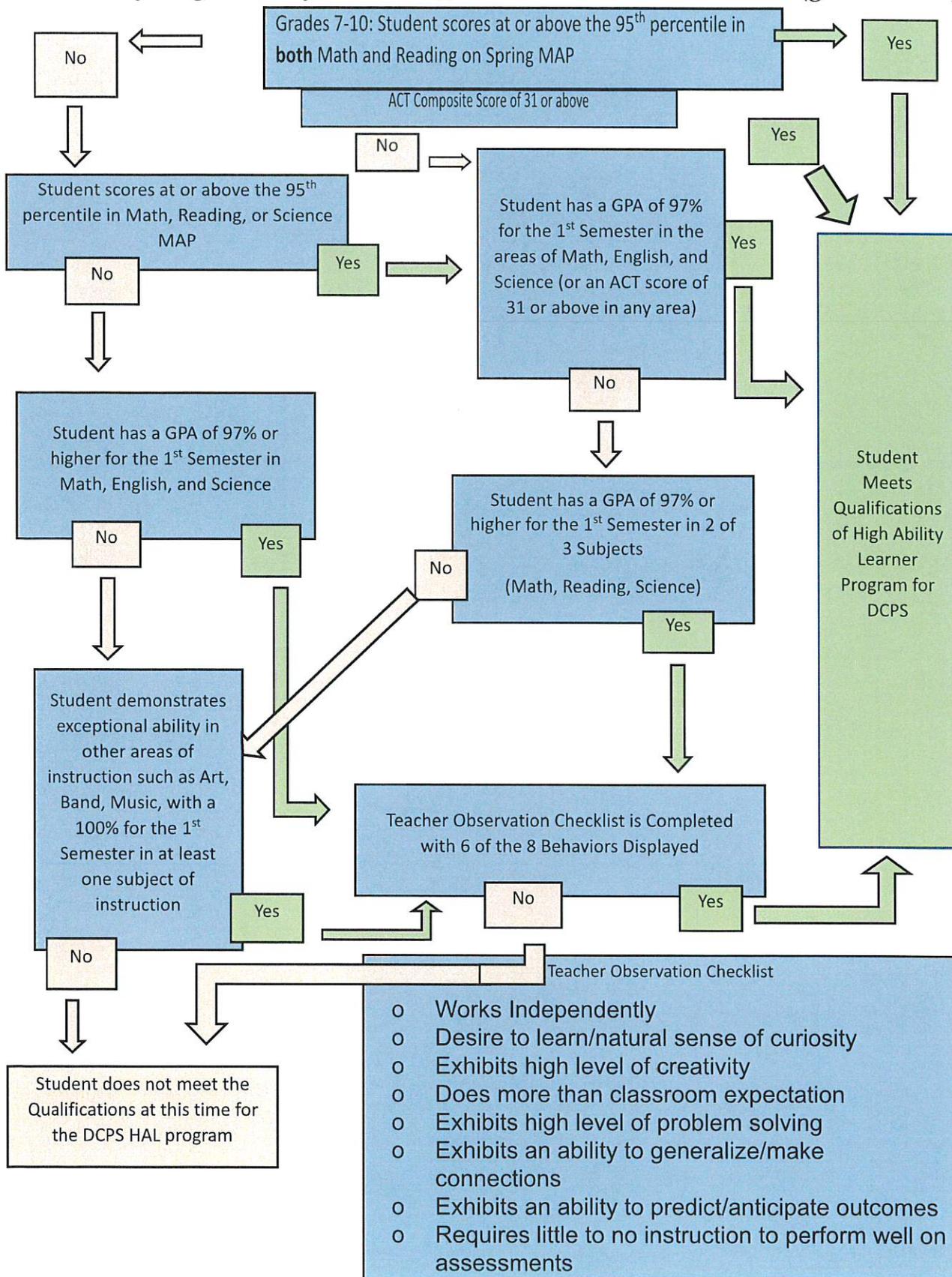
# David City High Ability Learner Qualification Process (10/14/2019)

All students complete NWEA MAPS in Reading and Math and Science



- Teacher Observation Checklist:
- Works Independently
  - Desire to learn/Natural sense of curiosity
  - Exhibits high level of creativity
  - Does more than classroom expectation
  - Exhibits high level of problem solving
  - Exhibits an ability to generalize/make connections
  - Exhibits an ability to predict/anticipate outcomes
  - Requires little to no instruction to perform well on assessments

# David City High Ability Learner Qualification Process: DCHS (grades 7-11)





**Students**

**Anti-Bullying Policy**

**Harassment and Bullying Policy:**

It is the policy of the David City Public School District that "bullying" type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. Students and parents are advised that other response measures are also in place and set forth in Article 10 of the student handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

i. Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.

ii. Step Two: The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.

iii. Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.

iv. Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

### **Harassment and Bullying Program--Levels:**

**Purpose:** All students have the right to attend David City Public Schools free from verbal and physical harassment and bullying. The purpose of the Harassment and Bullying Program is to protect students and staff from those who fail or refuse to comply with school guidelines regarding the treatment of others.

1. Level I: The guidelines for a Level I placement are listed below.
  - a. The length of the assignment will be for a minimum of two weeks.
  - b. The student will report to the office no later than 8:00 a.m. each morning.
  - c. The student will eat on campus at an assigned table.
  - d. The student will report to an assigned room at the end of the day, and remain until the end of detention time.
  
2. Level II: The guidelines for this level are listed below.
  - a. The length of the assignment will be for a minimum of two weeks.
  - b. The student will report to the office no later than 8:00 a.m. each morning.
  - c. The student will eat on campus at an assigned table.
  - d. The student will report to an assigned room at the end of the day, and remain until the end of detention time.
  - e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.
  
3. Level III: This is a long term assignment. The guidelines are listed below.
  - a. All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.
  - b. The length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year.

Policy Adopted: August 12, 2008

Policy Reviewed: August 25, 2014; July 9, 2015; June 13, 2016; May 9, 2017;  
May 14, 2018; May 13, 2019; May 11, 2020; May 10, 2021;  
November 8, 2023

**STUDENTS**

**STUDENT FEES POLICY**

The Board of Education of David City Public Schools shall adopt a student fees policy on an annual basis in accordance with the Public Elementary and Secondary Student Fees Authorization Act.

Policy Adopted: May 14, 2002

Policy Reviewed/Revised: July 14, 2003, July 12, 2004; July 11, 2005; December 11, 2006; May 12, 2008; May 11, 2009; June 14, 2010; June 13, 2011; July 9, 2012; July 8, 2013; July 14, 2014; July 9, 2015; Aug 8, 2016; July 10, 2017; July 11, 2018; July 10, 2019; July 13, 2020; July 12, 2021; June 13, 2022; June 12, 2023; November 8, 2023

**Appendix 1 to the 2023-24 Student Fees Policy of  
David City Public Schools  
Additional Specification of Required Materials and Fees<sup>1</sup>**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or Specific Material Required</b>
<b>Elementary Program</b>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes, socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music—Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers, notebooks, etc.)	Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class-related, field trips will be paid for by the school. Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	None
Copies	Use of school copiers (except for one copy of the student file, which will	Ten cents (.10) per page when charges apply.

<sup>1</sup> This listing is a part of the 2023-24 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2023-24 school year.

	be provided without charge)	
School Meals	Meals served by the district's school lunch program that meets the guidelines of the regulated Nutrition Program of the state.	Milk--\$.50 Breakfast--\$2.00 Lunch--\$3.50 pK-6 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
<b>Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) <u>or</u> Specific Material Required</b>
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes, socks, running shorts, T-shirt
Art and shop classes and special projects	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes.
Music—Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Advanced math or science classes	Specialized calculators	Refundable damage deposit of \$100 per semester will be required for students who wish to use school calculators outside the classroom. Students are encouraged but not required to purchase such equipment for their personal use.
1:1 Laptop Initiative	Accidental Damage and usage fee	\$25 annual fee
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.

School Meals	Meals served by the district's school lunch program that meets the guidelines of the regulated Nutrition Program of the state.	Milk--\$.50 Breakfast--\$2.00 Lunch--\$3.70 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Locker usage	Use of school padlock	\$3 fee charged if locker is jammed and has to be repaired; \$10 fee charged if padlock is damaged or lost.
Parking	Use of school parking lot during school day	None-The district does not charge a fee for parking. The student council sponsors a parking plan and charges a \$5.00 per year fee as a fundraising activity.
<b>Extracurricular and other programs</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
<b>Athletic Programs</b>		
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum for students. DCPS Students in grades K-12 will receive free admission for regular season home events. Adults may purchase an Activity Ticket for \$80 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to the student's physician or clinic.
3. Athletic Participation Fee	Fee to participate in athletic programs.	None. The district does not charge a fee for athletic participation.

<p>4. Equipment and attire</p>	<p>Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity.</p>	<p>Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:</p> <p>Basketball No additional MS Practice/game jersey</p> <p>Football Mouthpiece</p> <p>Golf Golf bag &amp; clubs; shirt</p> <p>Softball Softball glove</p> <p>Speech/Debate Dress attire; copies of research</p> <p>Track No additional</p> <p>Volleyball Volleyball knee pads</p> <p>Wrestling Wrestling head gear</p> <p>Cheerleading and Dance Team Squads Shoes, approved uniforms (top &amp; skirt; jacket), pom-poms and other accessories</p>
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5. Travel meals	Meals	Students are responsible for their own meals while traveling.
6. Locker use	Padlock for gym locker	\$10 charge for lost or damaged padlock.
7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
8. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Annual dues not to exceed \$5.00 per year.
9. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school.
<b>Clubs/Organizations</b>		
Future Farmers (FFA)	State & national dues, meals and activities	Annual dues not to exceed \$25.00 per year.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$25.00 per year.
National Honor Society	State & national dues, meals, and activities	Annual dues not to exceed \$20.00 per year.
Student Council	State & national dues, meals and activities	No annual dues.
<b>Social &amp; Recognition Activities</b>		
1. School plays, musicals, and social activities	Admission to events	In most cases no admission is charged for these events. In the event that admission is charged it will not exceed \$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Normally no charge will be assessed to students for admission to school dances. If a group or organization sponsors a dance as a fundraiser or to pay expenses for the dance, they may charge admission not to exceed \$10 per individual, per event.

3. Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities.
5. Trips	Transportation, lodging, meals, admission to events, etc.	Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$5,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: (a) it is not supervised or administered by the school, (b) attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.

**SHARING INFORMATION WITH OTHER PROGRAMS**

Dear Parent/Guardian:

To save you time and effort, the information you gave on your Free and Reduced Price School Meals Application may be shared with other programs for which your children may qualify. **For the following programs, we must have your permission to share your information. Sending in this form will not change whether your children get free or reduced price meals.**

- 
- No! I **DO NOT** want information from my Free and Reduced Price School Meals Application shared with any of these programs.

**If you checked no, stop here. You do not have to complete or send in this form. Your information will not be shared.**

- Yes! I **DO** want school officials to share information from my Free and Reduced Price School Meals Application with appropriate school officials for purposes of the student fee waiver program and any other program that would benefit student(s).

**If you checked yes to the boxes above, fill out the form below.**

Child's Name: _____	School: _____

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For more information, you may call **Angie Moore or Chad Denker** at (402)367-4590.

Return this form to: Angie Moore or Chad Denker at the District Office.

Students**School Wellness Policy**

A mission of David City Public Schools (“District”) is to provide curriculum, instruction, and experiences in a health-promoting school environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following School Wellness Policy.

**1. District Wellness Committee****Committee Role and Membership**

The District will convene a representative District Wellness Committee (“DWC”) or work within an existing school health committee that meets at least three times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this District wellness policy.

The DWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals or staff; mental health and social services staff; school administrators; school board members; and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

***Leadership***

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy.

**2. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement*****Implementation Plan***

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention’s School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at the District’s website.

***Recordkeeping***

The District will retain records to document compliance with the requirements of the wellness policy at the Superintendent's office and/or on the District's computer network. Documentation maintained in this location will include but will not be limited to:

- the written wellness policy;
- documentation demonstrating that the policy has been made available to the public;
- documentation of efforts to review and update the local schools wellness policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- documentation to demonstrate compliance with the annual public notification requirements;
- the most recent assessment on the implementation of the local school wellness policy; and
- documentation demonstrating the most recent assessment on the implementation of the local school wellness policy has been made available to the public.

***Annual Notification of Policy***

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy, and implementation status. The District will make this information available via the District website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

***Triennial Progress Assessments***

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- the extent to which the District's schools are in compliance with the wellness policy; and
- a description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is the Superintendent or the Superintendent's designee.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

***Revisions and Updating the Policy***

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

***Community Involvement, Outreach and Communications***

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the District's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the District and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

**3. Nutrition*****School Meals***

The District is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs. The District may also operate additional nutrition-related programs and activities. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- are accessible to all students;
- are appealing and attractive to children;
- are served in clean and pleasant settings;
- meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet USDA nutrition standards.)
- promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:

- Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
- Sliced or cut fruit is available daily.
- Daily fruit options are displayed in a location in the line of sight and reach of students.
- All available vegetable options have been given creative or descriptive names.
- Daily vegetable options are bundled into all grab-and-go meals available to students.
- All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
- White milk is placed in front of other beverages in all coolers.
- Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
- Student surveys and taste testing opportunities are used to inform menu development, dining space decor, and promotional ideas.
- Student artwork is displayed in the service and/or dining areas.
- Daily announcements are used to promote and market menu options.

### ***Staff Qualifications and Professional Development***

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

### ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout every school campus ("school campus" and "school day" are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

### ***Competitive Foods and Beverages***

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks>.

The Alliance for a Healthier Generation provides a set of tools to assist with the implementation of Smart Snacks available at [www.foodplanner.healthiergeneration.org](http://www.foodplanner.healthiergeneration.org).

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will

apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### ***Celebrations and Rewards***

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

1. Celebrations and parties. The District will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. The District will provide or make available to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children or other comparable resources. Each teacher may use food and beverages as a reward or incentive for performance or behavior once a quarter.

### ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day. The District will make available to parents and teachers a list of healthy fundraising ideas or comparable resources.

### ***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.

### ***Nutrition Education***

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction

- through subjects such as math, science, language arts, social sciences, and elective subjects;
- Includes enjoyable, developmentally appropriate, culturally relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
  - Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
  - Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
  - Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;
  - Teaches media literacy with an emphasis on food and beverage marketing, and
  - Includes nutrition education training for teachers and other staff.

### ***Essential Healthy Eating Topics in Health Education***

The District will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole-grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

### ***Food and Beverage Marketing in Schools***

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make

informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos, or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name, or trademark on school equipment, such as marquee, message boards, scoreboards, or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name, or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans, and other foodservice equipment; as well as on posters, book covers, pupil assignment books, or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

#### **4. Physical Activity**

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during, and after school; staff involvement and family and community engagement, and the District is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks, or physical education) may be withheld after other options have been explored (before/after school detention, walking recess, lunch period). The District will provide teachers and other school staff with a list of ideas or resources for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

### ***Physical Education***

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts. The curriculum will support the essential components of physical education.

All students will be provided equal opportunities to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All elementary students in each grade will receive physical education for at least 60-89 minutes per week throughout the school year.

All secondary students (middle and high school) are required to take the equivalent of one academic year of physical education.

The District's physical education program will promote student physical fitness through individualized fitness and activity assessments and will use criterion-based reporting for each student.

### ***Essential Physical Activity Topics in Health Education***

Health education will be required in all elementary grades and the District will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 of the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise, and fitness
- Phases of an exercise session, that is, warm-up, workout, and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity

- Weather-related safety, for example, avoiding heatstroke, hypothermia, and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time, and type of physical activity
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers, and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity.

### ***Recess (Elementary)***

All elementary schools will offer at least 20 minutes of recess on all days during the school year. Exceptions may be made as appropriate, such as on early dismissal or late arrival days. If the recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating, and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built into the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather and other conditions make it feasible for outdoor play.

In the event that recess must be held indoors, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active and will serve as role models by being physically active alongside the students whenever feasible.

### ***Classroom Physical Activity Breaks (Elementary and Secondary)***

Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. The District recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom time at least three days per week. These physical activity breaks will complement, not substitute, for a physical education class, recess, and class transition periods.

The District will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through the USDA and the Alliance for a Healthier Generation.

### ***Active Academics***

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

### ***Before and After School Activities***

The District offers opportunities for students to participate in physical activity either before and/or after the school day through a variety of methods. The District will encourage students to be physically active before and after school by sponsoring or permitting: physical activity clubs and physical activity in aftercare, intramurals, or interscholastic sports.

### ***Active Transport***

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by requiring that its schools engage in six or more of the activities below, to be selected by each school administration; including but not limited to:

- Designate safe or preferred routes to school
- Promote activities such as participation in International Walk to School Week and National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)
- Instruction on walking/bicycling safety provided to students
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper
- Use crossing guards
- Use crosswalks on streets leading to schools
- Use walking school buses
- Document the number of children walking and or biking to and from school • Create and distribute maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

## **5. Other Activities that Promote Student Wellness**

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and

complementary of the wellness policy, including but not limited to ensuring the involvement of the DWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

### ***Community Partnerships***

The District will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

### ***Community Health Promotion and Family Engagement***

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the District's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

### ***Staff Wellness and Health Promotion***

The DWC will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

### ***Professional Learning***

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

***Glossary***

**School Campus:** areas that are owned or leased by the school and used at any time for school related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

**School Day:** the time between midnight the night before to 30 minutes after the end of the instructional day.

**Triennial** – recurring every three years.

Legal Reference: Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. section 1758b; 7 CFR sections 210.11 and 210.30; National School Lunch Program, 42 U.S.C sections 1751-1760, 1770; Regulations and Procedures for Accreditation of Schools, NDE Rule 10

Policy Adopted: May 9, 2017 (Completely Replaced Old Policy)

Policy Reviewed: July 10, 2017; July 11, 2018; July 10, 2019; July 13, 2020; July 12, 2021; March 14, 2022; June 13, 2022; June 12, 2023; November 8, 2023

## Policy 5417 Wellness

### Appendix

#### Classroom Snack, Celebration, and Treat Policy

We encourage all students to develop lifelong healthy eating practices. David City Public School is committed to the health and safety of all its students. As part of this commitment, healthy snack guidelines were developed and will apply to food distributed during the school day as part of a special celebration, birthday, or school party. Due to food safety and food allergy concerns and in an effort to provide healthy foods, **home-baked goods are NOT ALLOWED** parent and staff are encouraged to find a healthy food alternative from the list. Food items not on the list provided must be approved by the building principal, school nurse, or school secretary.

##### Allowed

Fresh fruit	Chex Mix	Sparkling Water
Fresh vegetables	Trail Mix	Naked Juice
Fruit cups	Popcorn	Capri Suns/Hi-C
Yogurt/Gogurt	Pretzels	Hot Chocolate
Gogo Squeez	Chips	Mini Gatorade
Applesauce	Granola bars	Propel
Beef Jerky	Cereal bars	Water
Rice Krispie Treats (pre-packaged)	Nutri-grain bars	
Cheez-its	Bagels	
Goldfish	Cheese Sticks	
Ritz	Gum	
Graham Crackers	Fruit roll-ups	
Whole-grain cookies	Fruit snacks	
Whole-grain snacks		
Whole-grain pastries		

\*Be aware of any and all allergies in the classroom.

##### Not Allowed

Donuts	Cupcakes/Cakes	Cookies
Home baked goods	(includes store-bought)	(includes store-bought)

#### Physical Activity Options

Another option with these celebrations is to choose a physical activity. Celebrations do not have to include food. Instead, they can be done with movement. Parents and teachers can choose activities like an extra period of recess, games, relay races, dancing, or a scavenger hunt. If a parent chooses to use physical activity for a classroom party or celebration, the classroom teacher needs to be notified ahead of time.

Updated November 8, 2023

StudentsHomeless StudentsA. General Policy Statement

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

B. Definitions

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

C. School Stability

1. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school

of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

2. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
3. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

D. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

E. Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;
2. Receive appropriate time and training in order to carry out the duties required by

law and this policy;

3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
4. Ensure that homeless children and youths:
  - a. Are enrolled in school which includes attending classes and participating fully in school activities;
  - b. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - c. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - d. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from

the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

3. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Legal Reference:      Neb. Rev. Stat. § 79-215  
                             Nebraska Department of Education Rule 19  
                             McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.  
                             Every Student Succeeds Act

Policy Adopted:                July 7, 2016  
Policy Revised/Revised:      June 12, 2017; November 8, 2023

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
None of the above.

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

b. Reason(s) for Request: \_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF  
ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
( Name) (Name)

After reviewing your request to enroll the child, the determinations are as follows:

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
( Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

**Notices:**

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the Nebraska Commissioner of Education  
Nebraska Department of Education  
[brian.maher@nebraska.gov](mailto:brian.maher@nebraska.gov)  
Telephone: (402) 471-5020
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

Homeless Education Program

DISPUTE RESOLUTION FORM

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
( Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

I request that the following action be taken on this dispute: \_\_\_\_\_

Parent or Guardian or Unaccompanied Youth's signature \_\_\_\_\_

Date \_\_\_\_\_

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
( Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact:

Nebraska Commissioner of Education  
Nebraska Department of Education  
[brian.maher@nebraska.gov](mailto:brian.maher@nebraska.gov)  
Telephone: (402) 471-5020

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

StudentsStudent Privacy Protection Policy

It is the policy of David City Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent=s first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a

student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

#### Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

#### Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent

opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

#### Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be sensitive for purposes of this policy:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

#### Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Legal Authorities: Every Student Succeeds Act  
Protection of Pupil Privacy Amendment, 20 U.S.C. Sec. 1232h and 34 CFR Part 98;  
Family Educational Rights and Privacy Act, 20 U.S.C. Sec.1232g;  
Neb. Rev. Stat. Sec. 79-530 to 79-533

Policy Adopted: July 7, 2016  
Policy Reviewed/Revised: November 8, 2023

StudentsDating Violence

David City Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy “dating violence” means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. “Dating partner” means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

The administration will be responsible for ensuring that this dating violence policy is published in the school district’s student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

Legal Reference: Neb. Rev. Stat. §§ 79-2,139 to 79-2,142

Policy Adopted: June 14, 2010  
Policy Reviewed/Revised: November 8, 2023

**Students**

**Use of Restraints and Seclusion**

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at David City Public Schools.

**Definitions**

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this policy.
  
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

Policy Adopted: November 9, 2009

Policy Reviewed/Revised: November 8, 2023

Students

Use of Restraints and Seclusion

1. Physical Restraint

A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:

- To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
  - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
  - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
- To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
- In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

- B. Conditions. Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

- C. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

- D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the School District or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint

only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

## 2. Seclusion

A. When Seclusion May be Used. Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).

- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
  - The adult responsible for supervising the student must periodically check on the student visually if possible.
- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

### 3. Documentation and Evaluation

- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:
- The student's name;
  - The date of the incident;
  - The beginning and ending times of the incident;
  - A description of any relevant events leading up to the incident;
  - A description of any interventions used prior to the implementation of physical restraint or seclusion;
  - A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;

- A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
- A description of any injuries (whether to students, staff, or others) or property damage;
- A description of any planned approach to dealing with the student's behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

- B. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The parent or guardian shall inform the parent of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
  - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
  - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Policy Adopted: November 9, 2009  
Policy Reviewed/Revised: November 8 2023

## Students

### Pregnant and Parenting Students

David City Public Schools recognizes that pregnant and parenting students have the right and responsibility to attend school. This attendance right and responsibility applies to students regardless of their marital or parental status. Further, the district will educate pregnant and parenting students and will provide reasonable accommodations to support and encourage all pregnant and parenting students to obtain their high school diploma. No student will be excluded from, denied the benefit of, or discriminated against under any educational program or activity because of pregnancy or parenting responsibilities.

### Attendance and Leave of Absences

Pregnant and parenting students will be permitted to attend to their own health care, their child's medical care, or other pregnancy- or parenting- related appointments with the benefit of having any such absences or tardiness excused. A student will be permitted to take a leave of absence for pregnancy, childbirth, and any other pre- and post-natal related medical needs, along with recovery therefrom for the duration that is deemed medically necessary by the student's licensed health care provider. At the conclusion of the leave of absence, a student will be immediately enrolled in the district at the same grade and status as when the leave began. Pregnant and parenting students shall be allowed to participate in all activities including extracurricular activities throughout the student's pregnancy and thereafter unless the district deems such participation poses a substantial risk of injury to the student or to others. A pregnant and parenting student may be asked to obtain certification from the student's licensed healthcare provider regarding the student's safe participation in an extracurricular activity when such certification is required of students for other conditions which require the attention of a licensed healthcare provider.

Any absences accumulated due to pregnancy or pregnancy-related conditions, or care for an ill child should not count towards any district policies in effect under compulsory attendance requirements. Pregnant and parenting students with excused absences or tardiness shall be treated like all other students with excused absences or tardiness for any other medical reasons.

Pregnant and parenting students will be provided with assignments, classwork and any additional support needed to ensure that the student can keep up with class requirements when absent for pregnancy or parenting-related absences.

### Alternative Means to Complete Course Work

The district will provide at least one alternate method, in addition to traditional classroom instruction, to keep pregnant and parenting students in school. Such accommodation(s) may include accessing coursework online, home-based independent study, or at-home tutoring. Alternative methods of instruction or other alternative program for pregnant and parenting students are voluntary for the student who may elect whether to engage in an alternative method of instruction or the traditional methods of instruction available to their peers. Pregnant and parenting students shall be allowed to attend their regular classrooms and complete regular coursework.

### Lactation

The district will provide reasonable time and space to accommodate lactating students to express breast milk or breastfeed during the school day. Such accommodations will be in a location other

than a bathroom or closet, that is private, clean, has an electrical outlet, a chair and is reasonably accessible. Students shall also be provided a food safe refrigerator to store breast milk safely.

#### Child Care

If in-school child care is not provided, a list of qualified licensed child care providers will be provided upon request to pregnant or parenting students. Such list will be updated annually and include providers that participate in the quality rating and improvement system and meet all of the quality rating criteria for at least a step-three rating pursuant to the Step Up to Quality Child Care Act. Nothing in this policy is intended to prohibit or limit any referral for a student or a student's child to an early head start program or any other available community resources.

#### Privacy and Confidentiality

Pregnant and parenting students have the right to have their health and personal information kept confidential in accordance with law. School staff will make every effort to keep personal information and health records confidential and in compliance with Nebraska and federal law.

Information about students' pregnancies and related conditions will not appear in their cumulative records and will not be used when they are being considered for educational or job opportunities, awards or scholarships.

#### Other Accommodations

Pregnant and parenting students may request additional reasonable accommodations to ensure continued participation and enrollment in school. Accommodation requests will be evaluated on a case-by-case basis. Such accommodations may include but are not limited to: additional frequency allowed for bathroom breaks, additional time allowed in between class periods, a larger desk or additional work space, and adjustments to requirements for physical education as needed. Students seeking additional reasonable accommodation should make such requests to the building principal.

#### Bullying and Harassment

Pregnant and parenting students have the same rights as other students to be free from discrimination, bullying, and harassment. Such school policies are incorporated herein and apply to all students.

#### Policy Dissemination

This policy will be available at the beginning of each school year on the district's website and will be incorporated into the student handbook.

Legal Reference: Neb. Rev. Stat. §§ 79-2149 to 79-2152; 79-2,114 to 79-2,124 (Nebraska Equal Opportunity in Education Act); 20 USC §1681 (Title IX); 34 C.F.R. §106.40 (Title IX)

Cross-Reference: Non-discrimination policies

Policy Adopted: March 12, 2018

Policy Reviewed/Revised: November 8, 2023

Students  
Safe and Drug-Free Schools

The district will implement regulations and practices which will insure compliance with the Federal Safe and Drug-Free Schools and Communities Act, related state and federal laws, and all regulations and rules promulgated pursuant thereto.

**Education**

The District will promote comprehensive drug and alcohol and violence prevention education and prevention programs. The school shall make available to students and employed staff information about this policy, the negative effects of drugs and alcohol, and about drug and alcohol counseling and rehabilitation and re-entry programs.

**Drugs and Alcohol Prohibited--Standards of Conduct for Students**

The possession, selling, dispensing, use or being under the influence of any of the following substances on school grounds or during an educational function or event off school grounds, or off school grounds for suspension or expulsion or other disciplinary or intervention efforts:

1. alcohol or alcoholic beverage or alcoholic liquor;
2. any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant;
3. tobacco;
4. any abusable glue or aerosol paint or any other chemical substance for inhalation including but not limited to lighter fluid, whiteout, and reproduction fluid;
5. any look-alike drug or look-alike controlled substance;

**Supplemental**

This policy supplements and is in addition to all other policies, regulations, practices and procedures related to drugs, alcohol, tobacco and other chemicals.

Legal References: 79-254 to 79-294; 79-712 to 79-713;  
20- U.S.C. 111; 20 U.S.C. 1701 et seq.

Policy Adopted: January 11, 1999  
Policy Reviewed/Revised: June 11, 2007; November 8, 2023

Students

Rights and Responsibilities

The Board of Education may establish written policies, rules and regulations of general application governing student conduct in all schools. In addition, principals, with in their school, may establish certain written rules and regulations not inconsistent with those established by the Board.

The rules and standards apply to all school buildings or any school grounds and to school owned or utilized vehicles during, before or after school hours. They also apply to any school-sponsored activity or athletic event and to any educational function or event, whether on or off school grounds. The Board of Education has the responsibility to set forth policies, rules and regulations to help students conduct themselves in a proper manner as good citizens of the school community.

In order to function properly, public school education must provide an equal learning opportunity for all students. In addition to the regular curriculum, principles and practices of good citizenship must be taught and demonstrated. This includes an appreciation for the rights of others. However, no school or school system can discharge these responsibilities if students act in an objectionable manner or disregard rules and regulations adopted for the benefit of all persons.

Any student who believes she or he has been discriminated against, denied a benefit, or been excluded from participation in any district education program or activity on the basis of sex, race or disability in violation of the law may grieve such matters using the adopted grievance procedures of this district. Such procedures shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

Legal References: 79-443 District Board; Schools; Supervision and control

79-4,176 School board or board of education; Rules and standards; established; Posted.

Policy Adopted: December 11, 1995  
Policy Reviewed/Revised: June 11, 2007; November 8, 2023

Students

Utilization of Buildings on Weekends

Teachers may work at school on weekends. Pupils should not be at school on weekends unless under the supervision of a teacher and with permission of an administrator.

No building should be in use on Sundays, with students present, except by special permission from the Superintendent and only then if there is a play or district, regional or state activity on the following Monday.

Policy Adopted: November 8, 1993  
Policy Reviewed/Revised: June 11, 2007; November 8, 2023

### Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. They are:

- 1) The right to inspect and review the student’s education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- 2) The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

- 4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Kathleen Styles, Office of the Chief Privacy Officer  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

### **Notice Concerning Directory Information**

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in [Name] Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first

received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

### **OPTIONAL**

In addition, notice is further given that FERPA permits the disclosure of personally identifiable information from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the District to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. The District may disclose personally identifiable information from the education records of a student without obtaining prior written consent of the parents or the eligible student —

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U.S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Nebraska Department of Education. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of personally identifiable information to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the District, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))

- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the District has designated as “directory information” under §99.37. (§99.31(a)(11))

The District’s policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

**Notice Concerning Designation of Law Enforcement Unit:**

The District designates the [Name] Police Department as the District's “law enforcement unit” for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Policy Adopted: August 12, 2008  
Policy Revised: June 12, 2017; November 8, 2023

StudentsAcademic Progress

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Policy Adopted: July 7, 2016  
Policy Reviewed/Revised: November 8, 2023

Students

Grading and Honors Recognition and Attendance

It is the policy of the David City Public Schools to communicate attendance and grading information on a regular basis to parents and/or guardians.

**High School**

Report cards will be distributed to students and/or sent home to parents at the end of each grading period. Each report card will show information from previous grading periods during the same academic year.

HIGH SCHOOL GRADING SYSTEM

<b>A+</b>	<b>97-100</b>	<b>4.0</b>
<b>A</b>	<b>93-96</b>	<b>4.0</b>
<b>B+</b>	<b>90-92</b>	<b>3.5</b>
<b>B</b>	<b>86-89</b>	<b>3.0</b>
<b>C+</b>	<b>83-85</b>	<b>2.5</b>
<b>C</b>	<b>78-82</b>	<b>2.0</b>
<b>D+</b>	<b>74-77</b>	<b>1.5</b>
<b>D</b>	<b>70-73</b>	<b>1.0</b>
<b>F</b>	<b>0-69</b>	<b>0.0</b>
<b>Inc</b>	<b>Incomplete</b>	

Tardies and absences will also be included on the report cards.

Records of students who transfer to another school must be requested by a parent or legal guardian or by the new school.

Grade Point Average (GPA) and Honors Recognition

Grade Point Average (GPA) and Class Rank for high school students will be determined by using the high school grading system above. If a student needs a GPA for college or scholarship applications, the guidance office will provide that upon request.

Honors Recognition for graduates will be determined by using the Laude system below.

Cum Laude	3.50-3.69 Cumulative GPA
Magna Cum Laude	3.70-3.89 Cumulative GPA
Summa Cum Laude	3.90-4.0 Cumulative GPA

## **Student Attendance Requirement for Earning Credit for Middle School and High School Students**

After ten days absence from a class during one semester will constitute justification for the loss of credit for the semester in that class. All absences except those for which the school assumes sponsorship (i.e. field trips, participation in school-time athletic events or music events, etc) will be recorded as an absence, regardless of the reason. There is no distinction between excused and unexcused for purposes of this regulation.

### School Responsibility

- If more than 10 days of absence occurs a letter will be sent at the end of the semester informing the student and parent that credit has been withheld. The appeal process will be outlined.
- In the event an extenuating circumstance is in process and the school is aware of a severe illness, hospitalization, disease, family death or other circumstance, the above series of letters may be waived to protect and be sensitive to the emotional needs of the student and family.

### Appeal Process

#### Step 1:

In the event a student has been notified that he/she lost credit due to excessive absences, the student or student's parent may appeal in writing to the attendance committee. The student must have completed and received a passing grade for the semester. The appeal to the attendance committee must be made within 10 calendar days of the completion of the semester course.

The attendance committee composed of faculty and administrators will determine whether there are extenuating circumstances in the cause of the absences and reinstatement of credit may be granted, or students may be required to make up missed time. The attendance committee could also uphold the loss of credit after reviewing the appeal. The attendance committee must provide a written response to the appeal within 5 calendar days.

#### Step 2:

If the student or parent is unsatisfied with the decision of the attendance committee they will have 7 calendar days to appeal the decision to the Superintendent. The Superintendent will conduct a review and within 5 calendar days will provide a written response to the student. The Superintendent has the authority to reinstate credit or uphold the decision of the attendance committee.

#### Step 3:

If the student is unsatisfied with the decision of the Superintendent, the student or parent will have seven calendar days from the attendance committee's decision to file a written appeal to the Board of Education. The student and/or parents as well as a representative of the school's attendance committee must be present when the Board hears the case to provide information to the Board. The Board of Education will have 30 calendar days to provide a written response. The Board of Education may reinstate credit or uphold the decision of the school's attendance committee to withhold credit for the class. The decision of the Board will be final.

## Elementary

Quarterly progress and attendance reports will be sent home with students and/or mailed home to parents.

Elementary grading will be based upon performance on standards. These standards marks will be:

4 = Advanced (Student exceeds grade level expectation)

3 = Proficient (Student meets grade level expectation)

2 = Progressing (Student has partial, but not complete, mastery of the standard)

1 = Beginning (Student has little or no mastery of the standard)

Policy Adopted: April 8, 1985

Policy Reviewed/Revised: June 11, 2007; June 8, 2008; May 9, 2017; February 16, 2022  
November 8, 2023

Graduation & Graduation Requirements

Graduation from high school will be made on the recommendation of the High School Principal or Superintendent, provided the student has completed the graduation requirements.

A student on an Individual Education Plan (IEP) may receive a certificate of attendance at the end of their senior year and then continue to receive educational services related to goals outlined in the IEP until age 21 as long as they have not received a diploma. Once graduation requirements and IEP goals are met, as determined by the IEP team, the student will graduate at the end of that semester. Regardless of whether graduation requirements or IEP goals are met, all school services, including special education provided by the school district, terminate at the end of the school year **of his/her 21<sup>st</sup> birthday.**

The date for graduation exercises will be set when the school calendar is approved on an annual basis by the Board of Education.

Policy Adopted: March 10, 1997  
Policy Reviewed/Revised: June 14, 1999; July 14, 2003; June 11, 2007; June 13, 2011;  
May 9, 2017; March 12, 2018; July 10, 2023; November 8, 2023

Graduation Requirements

The graduation requirements for David City Public Schools students shall be 265 academic credits.

Students must successfully complete the following course requirements to be eligible for graduation:

40 credits of English

35 credits of Social Science including 10 credits of World History, 5 credits of Geography, 15 credits of American History, and 5 credits of American Government

30 credits of Math including 10 credits of Algebra I and 10 credits of Geometry

30 credits of Science including 10 credits of Natural Science (Biology) and 10 credits of Physical Science

10 credits of Information Technology Applications I

10 credits of Career and Technical Education Elective classes or Fine Arts elective classes

5 credits of Personal Finance completed the junior or senior year

10 credits of Physical Education

5 credits of Health

5 credits of Speech

The remaining required 85 credits can be from elective classes, including work experience or internship opportunities.

**Per LB 705: Beginning with the class of 2025, students will be required to complete and submit to the U.S. Department of Education a Free Application for Federal Student Aid (FAFSA) prior to graduating from high school.**

**However, parents will have the right to sign a form authorizing the student to decline to complete and submit an application.**

Legal Reference: Neb. Rev. Stat. Sec. 79-729

Neb. Rev. Stat. Sec. 79-3003

NDE Rule 10

Policy Adopted: January 13, 1997

Policy Reviewed/Revised: July 14, 2003; June 11, 2007; April 13, 2009; March 8, 2010  
March 14, 2011; May 9, 2017; March 12, 2018; December 2019  
July 10, 2023

**Students****Early Completion**

David City Public Schools supports the concept of early completion as a means of accelerating students towards the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion. The failure to meet any of the criteria or timelines listed in the policy may cause the student to become ineligible for early completion.

1. A student will be allowed to transfer in a maximum of twenty (20) hours from educational courses taken outside the David City Public School District. These courses must have prior written approval by the high school principal in order to be used to meet the graduation requirements of David City Public Schools. Students transferring into David City Public Schools may transfer in hours that are listed on their official transcript.
2. A student will be able to use only five (5) hours of transfer credit in any one subject matter area.
3. Students must meet all completion requirements established by the Board of Education in order to be eligible for early completion as well as the credit hour requirements in each specific subject matter area.
4. Application for early completion must be requested, in writing, to the high school principal by the start of the second semester of the applicant's Junior year of high school. The application must be accompanied by a written plan of action stating the reasons why the student is requesting early completion. The application must contain the signatures of the applicant's parents/guardians to verify parental approval of early completion.
5. Along with the application, the application must submit three (3) letters of recommendation supporting the student's request for early completion. These three (3) letters of recommendation must contain one (1) from the high school guidance counselor, along with two (2) letters from other secondary staff members.
6. The Board of Education will make the final decision in regards to an applicant's early completion at the April Board meeting of the applicant's Junior year. The applicant and his/her parents/guardians must be present at this meeting in order for the Board to take action.
7. Once given approval, the applicant will have until October 1st of his/her Senior year to notify the high school principal of his/her decision in regards to participating in the regularly scheduled graduation ceremony (in May). The applicant must also attend one (1) Commencement practice in order to participate in the Commencement ceremony. No early graduation ceremonies will be provided for a student who opts for the early completion route.

8. A student who decided to opt for early completion is not eligible to participate in school sponsored activities following the last day he/she attends classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school activity that the applicant is eligible for will be the regularly scheduled graduation ceremony.
9. A student not attending David City High School for both semesters during their senior year of high school will not be eligible for Valedictorian and/or Salutatorian recognition or be eligible to be included in class ranking.
10. This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

Policy Adopted: February 11, 2015

Policy Reviewed/Revised: November 8, 2023

Students

High School Credit for Middle School Courses

High school credit may be awarded to students in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.

Legal Reference: NDE Rule 10.003.05B

Policy Adopted: August 25, 2014

Policy Reviewed/Revised: November 8, 2023

**Students****Student Government**

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation, and scope of the student government shall be administered by the Superintendent or designee.

Each year (prior to the May board meeting), one junior and one senior will be selected/recommended by the high school principal and assistant principal, with help from teachers, to represent students as student Board of Education members.

The purpose of adding student Board of Education members:

1. To increase leadership opportunities for all students.
2. To provide student input and share common concerns and ideas.
3. To advise the Superintendent and/or the Board of Education on matters of concern related to student rights and responsibilities and/or decisions on Board policies which may be of interest to students.

The Board of Education of David City Public Schools understands the importance of receiving input or insight regarding matters that are related to students.

1. The student Board members shall be non-voting positions.
2. The student Board members may attend all open meetings of the Board and be eligible to participate in discussion, but shall be excluded from executive sessions. The student Board members will not participate in any personnel discussion, including evaluations.
3. The term shall be for one year, beginning August 1<sup>st</sup> following his or her selection and ending at the first Board meeting in June.
4. The student Board members must be enrolled in David City Public Schools for the full school year as full-time high school students. The candidates will make application in April of their sophomore or junior year and serve their term the following year
5. The student Board members will be approved by the Board at the May board meeting based on the recommendation of the high school principal and assistant principal.
6. The student Board members are not liable for any act of the Board.
7. A student Board member may be removed by a 2/3rds vote of the Board for just cause.
8. The selected student board members shall be provided an orientation to the School Board by the Superintendent of Schools prior to the August board meeting.

Policy Adopted: February 11, 2015

Policy Reviewed/Revised: November 8, 2023

David City Public Schools  
Student Board Member Application

Name \_\_\_\_\_ Grade Level Next Year \_\_\_\_\_

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

Male  Female Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cumulative GPA \_\_\_\_\_

Parent or Guardian's Name(s) \_\_\_\_\_

Qualifications and Certification:

The applicant must demonstrate a cumulative "B" average, or 86% and above. He/She must also be on track for graduation.

I certify that I have the necessary qualifications of cumulative grade average and on track for graduation to serve as a student Board member. I affirm that if selected to serve on the Board, I will participate and meet the expectations required of being a student Board member. I agree to abide by the rules and regulations set by the David City Public Schools Board of Education and the state of Nebraska. I understand that failure to abide by these expectations and regulations, or refusal to participate in meetings and events related to this position, will be just cause for dismissal from the Board.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

I certify that the student listed above has the necessary qualifications of cumulative grade average and is on track for graduation.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachments:

1. Consent form signed by parent or guardian (at bottom of this sheet).
2. Resume (1 – 2 pages), include a brief statement of your skills and qualifications that enable you to represent the students of David City Public Schools.
3. Write a one-page statement explaining:
  - a. Why you desire to be on the David City Public Schools Board of Education.
  - b. What you hope to accomplish/contribute as a student Board member.

Parental Support:

I understand that the position of David City Public Schools student Board member is a position of responsibility requiring a significant commitment of time and energy. I support my son/daughter in his/her desire to fulfill this position and I agree to allow my child to participate in this activity. I understand that my child has agreed to abide by the rules and regulations set by the David City Public Schools Board of Education and the state of Nebraska. I understand that failure to abide by these expectations and regulations, or refusal to participate in meetings and events related to this position, will be just cause for his or her dismissal from the board.

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Students

Association Activities

The David City Public School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and parochial schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of David City Public Schools.

Students who represent David City Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Policy Adopted: January 14, 2019  
Policy Reviewed/Revised: November 8, 2023

StudentsStudent Activities, Hazing, Fund-Raising and Supervision

Secret Organization. No student shall participate in or be a member of any secret fraternity or secret organization that is in any degree a school organization. Students who violate this rule may be denied any or all school privileges and may be expelled.

Initiation & Hazing Activities. Initiations and hazing activities are not permitted. Students who violate this rule may be denied any or all school privileges and may be expelled.

Fund-raising. All teachers shall earnestly seek to educate students in the services performed by the humanitarian agencies, and shall encourage students to participate in their financial support as a social and community project, but no fund-raising drives are to be conducted by non-school agencies or for non-school activities among the student population. Students may engage in raising funds, under the control of school officials, for certain approved student activities, provided the project has the approval of the Superintendent.

Students or student groups desiring to raise money through fund drives in one form or another will present their written requests to the Superintendent for approval. The approval will be based on the following criteria:

- A. Where the funds will be used. Preference will be given to those activities in which usage of tax money would be doubtful or illegal, such as trips and awards of a personal nature. Any drive which seeks or tends to circumvent a Board decision will be rejected. A definite goal for the expenditure of the funds received must be established.
- B. Quality of the product or suitability of the product sold. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided where practicable.
- C. The number of fund drives per organization are typically limited to three (3) per year.
- D. The Board will not be responsible for any losses incurred. Principals will need to approve locations and subject matter of all posters posted in the drive.

Adult Sponsors. Adult sponsors must be in attendance at all school sponsored activities.

Adult Drivers. The District does not sponsor activities involving driving vehicles unless a school employee or sponsor or an adult is driving.

Legal Reference: Neb. Rev. Stat. Sections 79-2101 to 79-2103

Policy Adopted: November 8, 2023

StudentsActivity Transportation & Lodging

It is a philosophy of the David City Board of Education that activities are an important part of the overall educational program. The District shall provide transportation for the activities program. Unless inclement weather makes travel impossible, lodging will not be provided for events that are regularly scheduled. If the event is located at a site beyond what would normally be scheduled, the team or group attending the event must bear the cost associated with overnight stay.

The Board of Education recognizes the exceptional effort and recognition that comes from a student or students qualifying for state level competition. The District will provide travel expenses and lodging to support these efforts while acknowledging that the goal of competing at the state level is to go beyond the reward of the trip and strive for a high ranking at the state level.

When a student or students qualify for state level competitions the district will establish guidelines to follow for travel, meals, and lodging. These guidelines will be outlined in rules and regulations 5320R. Since circumstances may vary from one event to another, it is unlikely that guidelines can be written to cover all situations. In the event a condition occurs that is not specified in the guidelines, the Superintendent or Superintendent's designee will have the authority determine the course of action.

Policy Adopted: January 13, 1997  
Policy Reviewed/Revised: March 14, 2005; June 11, 2007; October 13, 2014;  
November 8, 2023

## Students

### Guidelines for Travel & Lodging at State Competitions

The Board of Education recognizes the importance and honor associated with a student or group of students that achieve or earn the right to compete in state level competitions. Generally this would indicate that they have qualified through winning at the district level as established by the NSAA. This could also be associated with a specific program through a school sponsored organization.

In the event that a single student, group of students, or a team qualifies for state level competition, the following travel and lodging guidelines will be followed if deemed reasonable by the Superintendent or Superintendent's designee.

- Travel to and from the event will be provided by the district in a school owned vehicle or bus identified as a school student transport vehicle.
- Meals will be paid for if the student(s) and sponsor(s) will be at the competition for a full day, travel requires them to be gone through meal times, or they stay overnight for the competition. Rate of meal pay will be established by the Superintendent at \$10 each for breakfast, lunch, and dinner.
- Any single student that qualifies for an event must be accompanied by a same gender companion student or a parent of the qualifying student along with the sponsor or the event for travel and overnight lodging.
- If a circumstance exists that the majority of participants are of one gender and the opposite gender is represented as a participant, manager, or similar duty, and accompanies the team, the head coach must arrange for a same gender adult to sponsor such individual(s).
- It is the responsibility of the sponsor of the activity to request lodging. Sponsors must provide a rationale for the need for lodging and request such lodging within 48 hours of the time that the student(s) qualify for the state event. Sponsors must complete a lodging request form 5320R2 and give it to the AD for approval. The Superintendent or Superintendent's designee must give final approval or disapproval for the request. The District administrative assistant will make all lodging arrangements. The following situations can serve as guidelines to follow when making a final decision.
  - If the competition continues from one day to the next with the possibility of late night or early morning start or end times.
  - If the competition begins early in the morning and the distance would require a very early leave time.
  - If the competition ends late at night and travel back to the school would not be in the best interest of safety.
  - If the competition continues at variable times during the day and the student(s) need a place to relax during the day.
  - If any other circumstances merit consideration and the sponsor requests lodging within the time frame specified above.

Policy Adopted: March 14, 2005

Policy Reviewed/Revised: June 11, 2007; October 13, 2014; November 8, 2023

# Lodging Request Form

*David City Public Schools*

APPLICANT (Organization and/or Person): \_\_\_\_\_

Date(s) of Request: \_\_\_\_\_

Event: \_\_\_\_\_

Number of Rooms Requested: \_\_\_\_\_

Event Location: \_\_\_\_\_

Number of Students: \_\_\_\_\_

Event Address (if needed): \_\_\_\_\_

Number of Sponsors: \_\_\_\_\_

\_\_\_\_\_

Do you have a hotel preference?: \_\_\_\_\_

If "YES" list name of hotel: \_\_\_\_\_

*Hotel selection will depend on price and availability.*

\_\_\_\_\_  
Signature

Lodging Request Verification by AD or Principal: \_\_\_\_\_

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

**DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY**

Hotel Confirmation Number: \_\_\_\_\_

Room Rate: \_\_\_\_\_

Hotel Name & Address: \_\_\_\_\_

\_\_\_\_\_

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

Issued to: \_\_\_\_\_

Superintendent: \_\_\_\_\_

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

**REQUEST FOR ALTERNATE TRANSPORTATION  
And RELEASE OF LIABILITY**

Name of Student: \_\_\_\_\_

Date of Alternative Transportation: \_\_\_\_\_

I request that my child (named above) not be required to ride on the school's bus/van:

- \_\_\_\_\_ to school
- \_\_\_\_\_ return from school
- \_\_\_\_\_ both to and on return from school

The reason(s) for my request is/are: \_\_\_\_\_

\_\_\_\_\_

The name of the person who will be driving the student and the location to which the student is to be transported are: \_\_\_\_\_

I understand that David City Public Schools is not responsible when students are provided transportation in a vehicle driven by others. I shall assume all liability for negligently caused injuries or damages and release the school and school officials from any liability for injury or damage resulting from the alternative transportation.

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

\_\_\_\_\_  
Signature of Parent/Guardian

The request is: \_\_\_ approved \_\_\_ denied.

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

\_\_\_\_\_  
Signature of Principal or Designee

This form must be given to the Building Principal at least 24 hours prior to the date of the alternative transportation for their consideration.

Policy Adopted: May 13, 2019

Policy Reviewed/Revised: Nov 8, 2023

## Students

### Extra-Curricular Activities Transportation Policy

In an effort to support the importance of punctual behavior and responsibility to team or group members by students, the following transportation regulations have been adopted by David City High School.

When David City High School provides transportation to school activities, all students participating in a school activity must ride school transportation **to** the school activity.

Students late for departure time to an extra-curricular activity will be left behind and will not be allowed to participate in that activity that day. If a student finds they are going to be late, a phone call should be made to the school office (367-3187) **immediately**. Extenuating circumstances must be approved by the activities directors or school administration before a student will be allowed to participate. School personnel will make a reasonable effort to enable the student to attend and/or participate.

When David City High School provides transportation to school activities, all students participating in a school activity must ride school transportation home **from** the school activity.

Students may ride home with parents/legal guardians, if parents/legal guardians identify themselves to the coach/sponsor at the event. Students may ride home **only** with their parents and only **after** the event.

Parents/legal guardians may make arrangements in advance for alternative transportation home from an activity by picking up a special form in the office and by returning the special form to the office **before** the event. The required form must be signed before alternative transportation is permitted. Students will **only** be released to parents/legal guardians at the activity, unless alternative arrangements have been made with the activities directors or school administration. Failure of students to follow this portion of the policy will result in suspension from the next event in that particular activity, and possible school suspension.

Any deviation from the above regulations must be approved by the activities directors or school administration.

Policy Adopted: October 11, 1993  
Policy Reviewed/Revised: June 11, 2007; November 8, 2023

## Students

### Extra-Curricular Transportation-Summer or Special Circumstance

Transportation will be provided for all scheduled extra-curricular activities during the school year as well as class or program field trips. Any exception to this policy would be due to a shortage of vehicles or legally prepared drivers for school owned vehicles.

Coaches, sponsors, and/or teachers may make requests for transportation for events that are unscheduled. This would include days during the school year when school is not in session or days between school years (summer vacation).

Possible events could be, but not limited to the following:

- NSAA state championships
- Workshops or seminars on special topics
- Camps designed for teaching or practice during the off-season
- Coaches clinics
- Educational field trips
- College or professional games
- Lecture or motivational speakers
- Cultural opportunities
- Qualifying events held out of state
- Other

The district will provide transportation to such events under the following circumstances.

1. The school administration approves the event after examining the event to assure safety for students and determines that students will benefit from the experience.
2. A written transportation request form is submitted at least a week prior to the event.
3. A school owned vehicle that provides adequate capacity for the number of riders is available.
4. If a bus is required, a licensed driver accepts the assignment.
5. During the summer break, if a driver is hired, the group attending agrees to pay for the expense of the driver's salary including the district's share of taxes and retirement.
6. If the event requires transportation in excess of 150 miles; the group pays the additional fuel costs for attending the event.

Motel or meal costs are not covered by the district as part of this policy.

Policy Adopted: March 12, 2012  
Policy Reviewed/Revised: November 8, 2023

StudentsManagement of Student Activity Funds

The Superintendent or Principal or Staff Member designated by the administration will have custody of all funds of classes, organizations, and activities. This person will keep records of individual accounts under separate headings, but funds will be deposited in one account at the designated bank for this account. A complete record of all receipts and expenditures shall be maintained at all times and these records and the fund shall be audited once a year by a person selected by the board of education.

Annually and/or at other times on request of the board, the Superintendent will submit to the Board of Education a report on receipts, disbursements, and balance of the activity fund and of the accounts comprising the fund.

Policy Adopted: January 10, 1983

Policy Reviewed/Revised: June 11, 2007; November 8, 2023

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Computer

Internet Safety and Acceptable Use Policy

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A. Internet Safety Policy

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It is the policy of David City Public Schools to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the District’s computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

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e online

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

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2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

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3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

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4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and

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general,

for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:
  1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.

3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
 Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
 FCC Order adopted August 10, 2011  
 47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
 Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act) LB 512 (2017).

Policy Adopted: July 7, 2016  
 Policy Revised: June 12, 2017; November 8, 2023

David City Public Schools  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of David City Public Schools community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the David City Public School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the David City Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of David City Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the David City Public Schools, any of its employees, or any institution providing network access to David City Public Schools responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

**EMPLOYEE USE OF SCHOOL-OWNED COMPUTERS/TECHNOLOGY – 5390R**

The purpose of 5390R is to find a practical solution to the issue of personal use of school computers/technology. As communication in today’s society has become more technology-based, it is very impractical to have a zero-tolerance policy for the use of school computers/technology for personal use. Just as we do not expect a zero-tolerance policy for the use of the school telephone, we should re-think the expectation for the use of the school owned computers/technology.

Some limited use of school computers/technology for personal use by staff is appropriate and practical. A lease for limited computer/technology use seems to be the best way to strike a compromise of two popular positions: (1) school computers/technology for educational use only and (2) limited personal use of school computers/technology. Staff may elect to lease the use of school computers/technology for limited personal use but it is not required. The lease will cost \$12 per year and is due August 15<sup>th</sup> of each school year.

Staff members should not have the expectation that email and other school computer/technology uses will be private.

Limited use is defined as follows:

1. Use before and/or after school hours and off school grounds when in the possession of the employee.
2. Use during a non-student contact time such as lunch.
3. Typical use would involve responding to an email, sending an email, using the internet to make a purchase and sending and receiving instant messages.
4. Participation in a chat room is not permitted with this lease agreement.
5. Access of “adult sites” or “pornographic sites” is not permitted with this lease agreement.
6. Access to gambling sites is not permitted with this lease agreement.
7. Downloading music that is not legally obtained is not permitted with this lease.
8. Extensive personal use during a planning period is not permitted with the lease agreement.

Staff members electing not to participate in this program will be subject to disciplinary action if they use school owned computers/technology for personal use. Depending on the level of abuse, disciplinary action could include loss of internet access, suspension without pay, and/or termination of employment.

**Agreement for Limited Computer Use**

I wish to participate in the limited use of school computers/technology program available to employees of David City Public Schools.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

**Option Out of Agreement for Limited Computer Use**

I do not wish to participate in the limited use of school computers/technology program available to employees of David City Public Schools.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

David City Public Schools  
Addition to Student Code of Conduct  
*Appendix "2"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of David City Public Schools community understand and agree to these rules of conduct, David City Public Schools asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the David City Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of David City Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the David City Public Schools, any of its employees, or any institution providing network access to David City Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

David City Public Schools  
Addition to Student Code of Conduct  
*Appendix "3"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

In order to make sure that all members of David City Public Schools community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by David City Public Schools. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold David City Public Schools responsible for materials acquired or sent via the network.

I agree not to hold the David City Public Schools, any of its employees, or any institution providing network access to David City Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
  - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school.

The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the

hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The

student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from

school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
  3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or

engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - e. Head wear including hats, caps, bandannas, and scarves.
  - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - g. Clothing or jewelry that is gang related.
  - h. Visible body piercing (other than ears).

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law.

The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student

- informs other students in a later section of the questions that appear on the test.
- (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to

copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds

during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a

relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.
  9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.

10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student’s maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student’s parent of the fact that the referral to legal authorities has been or will be made.  
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Policy Adopted: July 10, 2023

Policy Reviewed/Revised: November 8, 2023

StudentsAlternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

**A. ALTERNATIVE EDUCATION PROGRAM:**

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

**B. EDUCATION PLAN PROGRAM:**

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

(a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,

(b) Identify educational objectives that must be achieved in order to receive credits toward graduation,

(c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and

d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference:      Neb. Rev. Stat. Sec. 79-266  
                                 NDE Rule 17

Policy Adopted:                July 10, 2023  
Policy Reviewed/Revised:    November 8, 2023

**SECTION 79-266(2) PLAN**

Student: \_\_\_\_\_

Date and Participants: \_\_\_\_\_

(List parent or legal guardian, school representative, and community or agency representative)

**(a) Guidelines and Consequences for Behaviors**

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

**(b) Educational Objectives**

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

**(c) Financial Resources and Community Programs Available**

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

**(d) Monthly Reviews & Other**

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by \_\_\_\_\_  
[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

StudentsStudent Organizations and Extracurricular Activity

The Superintendent shall approve formal student organizations, provide adequate supervision, and administer student finances for student organizations and activities. Student organizations, as a vital part of the total education program, should accomplish the following criteria:

- 1) Extend and reinforce the instructional program.
- 2) Give students practice in democratic self-government.
- 3) Develop student morale and support for the school.
- 4) Honor outstanding student achievement.
- 5) Provide wholesome social and recreational activities.

**Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Selection of Students for Participation in Activities

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.

2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

### Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

## **Section 2      Extracurricular Activity Code of Conduct**

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

### **Scope of the Code of Conduct.**

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, pep band, vocal music, band, speech, play production, quiz bowl, yearbook, Stay-U, Ambassadors, FCCLA, FFA, e-Sports, student council, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct. The rules apply to conduct which results in a felony charge at any time, regardless of whether the conduct occurs or the charges are filed during the school year or when school is not in session.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable

- person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
  5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray, unless a District administrator gives prior approval) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
  8. Public indecency.
  9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
  10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
  11. Repeated violation of any of the school rules.
  12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
  13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or

- abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
  15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
  16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
  17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
  18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
  19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
  20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

This Code of Conduct, and all school, coach, and sponsor level codes of conduct for extracurricular activities, are to be interpreted in accordance with free speech rights. Using social media sites, even while not on school grounds or at a school activity, to engage in conduct or speech that constitutes bullying, harassment, threats, advocates or depicts illegal activity (e.g., illegal drug use, alcohol use, or sexual activity), or causes a substantial disruption to school activities (or is reasonably forecast to create a substantial disruption) may result in discipline, including suspension or removal from the team or the activity, subject to free speech rights. These activities are to be reported to school administration. Consequences will be determined by coaches, sponsors and/or administration.

### **Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

#### First Offense

A student who violates the activity code by committing any of the above violations and in turn violates the school's student code of conduct will be ineligible to participate in activities/events during the time of suspension or expulsion as determined by school officials. In addition, the student will not be allowed to participate in activities for an additional week after the student conduct consequence time is served. This week of suspension must include a week during which activities or events are scheduled. If the consequences include out of school suspension or expulsion, the student will not be allowed to participate in practices or meetings. If the consequence is in school suspension or detention, the participation in practices or meetings is required during the time of the consequences. A student will be placed on the first offense level of the school's diversion plan. In the case of an organization event or activity, the student is not eligible to attend during the suspension.

A student who violates the activity code by committing any of the above violations outside of the school's jurisdiction will not be allowed to participate in any activity events for two weeks, or for a length of time as determined by school officials. The violation and severity of the violation are factors to be considered in the decision. Participation in practices or meetings will also be determined by the violation and severity of the violation.

#### Second Offense or Subsequent Offense

A student who violates the activity code by committing any of the above violations and in turn violates the school's student code of conduct will be ineligible to participate in activities/events during the time of suspension or expulsion as determined by school officials. In addition, the student will not be allowed to participate in activities for an additional two weeks after the student conduct consequence time is served. This two-week suspension must include a week during which activities or events are scheduled. If the consequences include out of school suspension or expulsion, the student will not be allowed to participate in practices or meetings. If the consequence is in school suspension or detention, the participation in practices or meetings is required during the time of the consequences. A student will be placed on the second offense level of the school's diversion plan. In the case of an organization event or activity, the student is not eligible to attend during the suspension.

A student who violates the activity code by committing any of the above violations outside of the school's jurisdiction will not be allowed to participate in any activity events for four weeks, or for a length of time as determined by school officials. The violation and severity of the violation are factors to be considered in the decision. Participation in practices or meetings will also be determined by the violation and severity of the violation.

**Conduct Related to a Felony Charge**

Any student, who has a legal charge against him/her that is defined as a felony, will not be allowed to participate in an activity or organization provided that the school administration determines that there is a reasonable factual basis for the felony charge. In this case the student will also not be allowed to participate in practices or meetings. The ineligibility will continue until the student is found innocent as determined by legal proceedings. A plan of study emphasizing academics and educational success will be implemented through a cooperative plan between the student, the student's parents, and the school administration.

**Coaches and Sponsors Discipline**

Notwithstanding the foregoing, any coach or sponsor shall retain the right to discipline students in any reasonable manner including suspension from practice or one activity for any incident of misconduct. Such rules set by the sponsor or coach of the activity shall be in writing and posted, and shall provide for the student to present his or her side of the story prior to discipline being invoked.

**Drug, Alcohol, Tobacco, Vape, and Steroid Violations**Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who

has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

All students are subject to consequences if:

- The student was engaged in the selling, using, possessing, or dispensing of any of the above or being under the influence of the above.
- The student committed another related offense, (i.e. driving under the influence, etc.) was charged and found guilty in the courts or under the jurisdiction of a court by reason of acts connected with the offense.

All students will be found in violation of this activity code if:

- The student is charged by the law or observed by faculty, staff or other responsible adults delegated to act in a supervisory capacity by the school on school premises or during activities, or
- The student self-reports as being guilty of an offense, or
- The student's parent, guardian or legal caregiver reports the student as having committed an offense.

A student, parent, guardian or legal caregiver who reports himself or his child as violating the activity code must:

- Contact an administrator, the activities director, his coach, or sponsor after an incident;
- Report the incident on the next school day or before participating or attending any scheduled activity or practice, whichever comes first.

### **Consequences for drug, alcohol, tobacco, vape, and steroid violations.**

#### First Offense

A student who is in violation of the activity code for the first time will not be allowed to compete in the first school activity in which they are a member of a team or organization. If a student is involved in multiple activities (i.e. Speech and Basketball) they will sit out the first scheduled activity. They will also be placed in a one-on-one counseling session with a selected school staff member (a minimum of 4 sessions). They will also be assigned 15 hours of community service and an educational unit / assignment related to their violation. This will need to be pre-approved by the principal or athletic director. They will be required to complete this program in 18 weeks or less. Failure to complete the program will result in the student not being eligible to compete in any activities until the requirements are met.

#### Second Offense

A student who is in violation of the activity code for the second time will not be allowed to participate in any activities for six calendar weeks. The student must also address his teammates/organization concerning the nature of the offense. This suspension can be reduced to four calendar weeks if the student participates in weekly counseling session with an approved counselor for the remainder of the season or a minimum of four sessions. This suspension does

not include athletic practices or meetings of organizations. In the case of an athletic event, during the suspension, the student must attend under the supervision of the coach of the sport. In the case of an organization event or activity, the student is not eligible to attend during the suspension.

#### Third Offense

A student who is in violation of the activity code for an offense for the third time will not be allowed to participate in any activities or organizations for a period of twelve (12) months following the offense. To be allowed to participate in any activities or organizations after the 12-month period, the student must address the administration and coaching staff informing them of the actions taken to assure that the offense will not occur again, including what counseling was received and new behaviors have been initiated to avoid the past conduct violations.

Subsequent violations will terminate the student's eligibility for all activities at DCHS.

More serious violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol to minors, the consequences of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

\*Note: Violations are cumulative over a student's enrollment at DCHS.

**Self-Reporting.** A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Failure to Report**

In the circumstance that a student is involved in a situation where the student chooses not to self-report but is subsequently found guilty in a court of law or under the jurisdiction of a court for reason of acts in violation of the activity code, then the consequence for a first offense will result in a six-week penalty, consequences for a second offense will be an eight week penalty, and consequences for a third offense will be suspension for fifteen (15) months.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

2. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
3. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
4. When a student admits to violating one of the standards of the Code of Conduct.
5. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
6. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the

suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.

2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
  - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
  - c. If a hearing is requested:
    - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
    - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
    - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.

- iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### **Section 3 Attendance**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have “excessive absences” as determined under the school’s attendance policy are ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contest the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day (prior to 9am). A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

### **Section 4 Academic Standards**

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. Generally speaking a student should strive to reach his/her highest potential and maintain a grade point average which reflects that ability. Students are ineligible for participation in activities and organizational events for a minimum of seven (7) days if they are failing more than one class for more than one week. Eligibility is determined on a weekly basis. Academic eligibility does not apply to:

- A. Instructional field trips which are part of the scheduled course learning experience; and
- B. Activities or events which are a part of the student’s grade requirements.

Academic Code For Activity Participation

All students are encouraged to demonstrate acceptable standards of academic achievement. The following standards begin with the first day of school and ends with the last day of school.

Two (2) Weeks into the semester (Warning Period) = Progress reports sent to students to warn those who are failing a class.

Three (3) Weeks into the semester (Check Period) = Ineligibility list established and student(s) who are failing two or more classes will be placed on academic probation for a period of seven days. If, after seven days, the student(s) are still failing two classes, they will become automatically ineligible for a minimum of seven days and until such a time that the student(s) are not failing two or more classes. The ineligibility period will run from Sunday to Sunday. Grades will be turned in on Thursday morning and students will be notified of their failing grades on Thursday afternoon. Extra-curricular activity is defined as any activity not scheduled as a class (not receiving a grade) and practice time is done outside of the class period. A list of students with grades 77% and lower will be calculated also.

Eighteen (18) Weeks (End of the Semester) = All students are given a clean slate, with the exception of those students who did not gain a minimum of 20 credits during the previous semester. Students failing to reach 20 credits are deemed ineligible and will not be allowed to participate in any extra-curricular activities for the upcoming semester – including spring semester to fall semester of the following year.

Note: The entire process above will be repeated for the next semester. Exact dates for the publication of these lists will be set for each Thursday.

It is the teacher's responsibility to have an ineligible student's weekly grade into the office each Thursday morning no later than the end of 1st period.

Students who receive an incomplete at the end of the semester will have 7 consecutive days (or number of days permitted by the attendance policy) to finish the course. If the student cannot finish the course in the given amount of time, he/she will fail the course, unless there are extenuating circumstances.

**DEFINITIONS:**

2 Week Progress Report - Gives all students the opportunity to improve status

Ineligibility List - These students are to follow the guidelines listed below until all classes are in good standing. A student will remain on the eligibility list for a minimum period of 7 consecutive days.

**What happens if a student becomes ineligible?**

Any student who becomes ineligible will not be able to participate in any extra-curricular activities during the 7+ day period, however, students may be required to "sit with the team" at a game or event, but will not be able to participate. However, students who are in activities with daily practices will be required to participate in them.

Eligibility criteria for part-time students is governed by Policy 5004, NSAA bylaws, and state law.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Policy Adopted: July 10, 2023

Policy Reviewed/Revised: November 8, 2023

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

**Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING DAVID CITY PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE

MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

- to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
  6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The David City Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Policy Adopted: July 7, 2016

Policy Revised: June 10, 2019; November 8, 2023

Non-Resident Attendance

A child and the child's parent or guardian shall be required to pay tuition in advance to attend school, unless the child is a legal resident of the District or otherwise legally allowed to attend school without charge (option enrollment).

In case of denial of tuition-free admission, applicants may request a review of the decision by the Superintendent.

The Board of Education may allow a student whose residency in the District ceases during a school year to continue attending school for the remainder of that school year without payment of tuition.

Legal Reference:     79-215  
                          79-216  
                          42 U.S.C. SS 11432, et seq.

Policy Adopted:             March 10, 1997  
Policy Reviewed/Revised:   January 11, 1999; June 11, 2007; May 9, 2017; November 8, 2023

Issuance of Transcripts

The high school principal or his/her designee will supply the official transcript from the permanent records for students transferring to another school or seeking admission to college.

The transcript will be sent directly to the school or college/university. No transcript will be supplied to individuals or non-education institutions unless approved by the parent(s) or guardian(s) and/or students of legal age.

Policy Adopted: January 13, 1997

Policy Reviewed/Revised: June 11, 2007; May 9, 2017; November 8, 2023

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a

telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

#### Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

#### Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference:     Neb. Rev. Stat. §§ 43-2001 to 43-2012  
                          Neb. Rev. Stat. § 79-214  
                          Neb. Rev. Stat. §§ 79-217 to 79-223  
                          Neb. Rev. Stat. § 79-266.01  
                          173 NAC Chapters 3 and 4 (HHS Regulations)

Date Adopted: August 10, 1998 & March 13, 2000

Date Reviewed/Revised: July 12, 2004; Nov 14, 2005; June 11, 2007; Aug 10, 2009; July 12, 2010; July 11, 2011; Dec 12, 2011; July 9, 2015; Feb 12, 2018; June 10, 2019; Nov 8, 2023

**FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS**

- 1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
- 2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
- 3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
- 4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
- 5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)**
- 6. Physical Examination or Visual Evaluation---Parent Objection Form**
- 7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)**
- 8. HHS Summary of the School Immunization Rules and Regulations 2015-2016**
- 9. Affidavit (For Child to Enroll Early in Kindergarten)**
- 10. Request for Non Disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
- 11. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—  
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION  
AND VISUAL EVALUTION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2015-2016 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), [nechildrensvision.org](http://nechildrensvision.org), 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--  
FOR REASON OF RELIGIOUS CONFLICT  
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: \_\_\_\_\_.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

- \_\_\_\_\_ Self, as I am the child and I am of the age of majority
- \_\_\_\_\_ As a legally authorized representative of the child based on (insert description of legal authority; e.g., parent or legal guardian):  
\_\_\_\_\_

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

- \_\_\_\_\_ Conflict with the tenets and practice of a recognized religious denomination of which the child is an adherent or member; or
- \_\_\_\_\_ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold David City Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant

STATE OF NEBRASKA            )  
  )  
COUNTY OF \_\_\_\_\_  )        **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

**AFFIDAVIT  
Refusal of Immunization of Student for Religious Reasons**

State of Nebraska

ss.

County of

**This Affidavit is being submitted on behalf of**

\_\_\_\_\_  
(Name of Student)

\_\_\_\_\_  
(Birthdate of Student)

**If the student is of the age of majority:**

I, \_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Affiant/Student)  
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

**If the student is a minor:**

I, \_\_\_\_\_, as legally authorized representative of  
(Name of Affiant)  
\_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Student)  
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

\_\_\_\_\_  
(Signature of Affiant)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

**REFUSAL OF IMMUNIZATION  
For Medical Reasons**

**As the physician of:**

Child's Last Name	First Name	Age
Birth Date	School	Grade

**A. I have elected to not immunize this student against the following disease(s): (check box\*)**

- Diphtheria
- Tetanus
- Pertussis
- Polio
- Measles (Rubeola)
- Mumps
- Rubella (German Measles)
- Hepatitis B
- Varicella (chickenpox)

**In my opinion, this/these immunization(s) would be injurious to the health and well-being of**

- The student
- A member of the student's household or family

Comments \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician                      Date

\* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

**Documentation of Varicella (Chickenpox) Disease**

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

\_\_\_\_\_ (Name of child/student) (Birth date of child/student)

I \_\_\_\_\_ verify that the above listed child/student  
Parent/Guardian/Medical Provider

had the varicella disease in \_\_\_\_\_ (year).

\_\_\_\_\_  
(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO  
PHYSICAL EXAMINATION OR VISUAL EVALUATION  
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in David City Public Schools, or who are transferring from out of state into any grade in David City Public Schools:

Child No. 1: \_\_\_\_\_

Child No. 2: \_\_\_\_\_

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

\_\_\_\_\_ physical examination

\_\_\_\_\_ visual evaluation

(check one or both)

for the above named child(ren). I will not hold David City Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child(ren).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

*[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]*



**Department of Health and Human Services**  
**Waiver of Physical Examination/Visual Evaluation Requirement**

School Name (if desired)

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*Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.*

As a Parent/Guardian of - Student Name	Student ID#
School Name	Grade

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE

Signature of Parent/Guardian

Date

Comments:

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**Summary of the School Immunization Rules and Regulations  
For 2023-2024 School Year**

## Summary of the School Immunization Rules and Regulations

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	<p>4 doses of DTaP, DTP, or DT vaccine</p> <p>3 doses of Polio vaccine</p> <p>3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age</p> <p>3 doses of pediatric Hepatitis B vaccine</p> <p>1 dose of MMR or MMRV given on or after 12 months of age</p> <p>1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.</p> <p>4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age</p>
Students entering school (Kindergarten or 1 <sup>st</sup> Grade depending on the school district's entering grade)	<p>3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4<sup>th</sup> birthday</p> <p>3 doses of Polio vaccine</p> <p>3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age</p> <p>2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month</p> <p>2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.</p>
Students entering 7 <sup>th</sup> grade	<p>Must be current with the above vaccinations</p> <p>AND receive</p> <p>1 dose of Tdap (contain Pertussis booster)</p>
Students transferring from outside the state at any grade	<p>Must be immunized appropriately according to the grade entered.</p>

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. . For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: [http://dhhs.ne.gov/Pages/reg\\_t173.aspx](http://dhhs.ne.gov/Pages/reg_t173.aspx) (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)

Updated 01/26/2018

**AFFIDAVIT**  
*(For Child to Enroll Early in Kindergarten)*

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

\_\_\_\_\_ the Child attended kindergarten in another jurisdiction in the current school year; or

\_\_\_\_\_ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

\_\_\_\_\_ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Parent or Guardian

STATE OF NEBRASKA )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Request For Non Disclosure of  
High School Student Personal Information  
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of \_\_\_\_\_ (name of student), a high school student at David City Public Schools, not be released without prior parental consent to:

\_\_\_\_\_ institutions of higher education

\_\_\_\_\_ military recruiters

(check one, both, or none)

Signed by: \_\_\_ Student \_\_\_ Parent (Check One)

\_\_\_\_\_ Signature/Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip Code

*Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of David City Public Schools that the request for non-disclosure should or should not be made.*

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

Students

Evidence of Immunization

Prior to enrollment, each student shall provide a written immunization history, signed by the student's physician, parent, or guardian, verifying that the student has received the required vaccines so as to be protected by immunization against measles, mumps, rubella, polio, varicella hepatitis B, diphtheria, tetanus, pertussis, and haemophilus influenzae type b (Hib). **Any student who does not comply shall not be permitted to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school, until evidence of compliance or an exemption from compliance is given.**

Immunization will not be required for a student's enrollment, if the student submits one of the following:

- (A) A statement signed by a physician, physician assistant, or nurse practitioner that, in the health care provider's opinion, the immunizations required would be injurious to the health and well being of the student or any member of the student's family or household.
- (B) An affidavit signed by the student, or if the student is a minor, by a legally authorized representative of the student, stating that the immunization conflicts with the tenets and practice of a recognized religious denomination of which the student is an adherent or member or that immunization conflicts with the personal and sincerely followed religious beliefs of the student.
- (C) Documentation from the student's immunization provider showing that the student has begun the required immunizations and has scheduled dates to complete the immunization series as rapidly as is medically feasible. This documentation will permit provisional enrollment only. The student will be excluded from school if the necessary immunizations are not completed as rapidly as medically feasible, until either documentation of immunization or proof of an exemption is provided.
- (D) Evidence of immunity against the diseases. Laboratory evidence of circulating antibodies for measles, mumps or rubella is required to show evidence of immunity against those diseases. Information concerning the laboratory test, including the signature of the laboratory technician or laboratory director, must be provided. Clinical history is not sufficient evidence of immunity.

The cost of immunizations and any required documentation shall be borne by the parent or guardian, not the school.

In the event of an outbreak of a communicable disease, unimmunized students may be excluded from school.

Legal Reference: §79-217 to §79-248; §79-264; & Title 173, Nebraska Administrative Code, Ch. 3

Policy Adopted: January 10, 1983

Policy Reviewed/Revised: December 9, 2002; June 11, 2007; November 8, 2023

Students

Physical Exam

The David City Board of Education requires evidence of a physical examination by a qualified physician within six (6) months prior to the entrance of a child into kindergarten and the 7th grade, or in the case of a transfer from out-of-state to any other grade of the local school; provided, no such physical examination shall be required of any child whose parent or guardian shall object thereto in writing. The cost of such physical examination shall be borne by the parent or guardian of each child who is examined.

The State Board of Health defines a qualified physician as being a person with a doctorate of medicine and being licensed to practice medicine.

The school offices will compile all the physicals.

The school nurse or County Health Department will screen all students for vision, hearing and dental problems the first semester of each school year. Written referrals will be made to the parents if an area of concern is identified. The teaching staff will be notified in confidentiality of problems with their particular students.

Medications to the students will be administered as outlined in policy 5601, Dispensing Medications and rules and regulations associated with such policy.

Medications will be stored in locked cabinets.

During the influenza season, or other disease outbreak, the reports of student absences will be sent to the Four Corners Health Department. Decisions related to holding school and the effects of contagious diseases will be made **after consultation** with the Health Department.

Legal Reference: 79-444 District Board; Children under six years; Pre-kindergarten programs; physical exams; When; Exception

Policy Adopted: January 10, 1983

Policy Reviewed/Revised: June 11, 2007; November 8, 2023

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The Principals and teachers are required to maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Circumstances of Absences – Definitions.** The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
  - a. **School Excused.** Any of the following circumstances that lead to an absence will be identified as a *School Excused* absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness, court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. **Not School Excused.** Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

Two school days will be allowed to make up work for each day missed, with a maximum of 5 days allowed to make up work.

3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in David City Public Schools or resides in the

David City Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the

child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences which are Not School Excused and the absences are of concern due to the effect of the absences on the student's academics, the student's attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Educational evaluation;
- (d) Referral to community agencies for economic services;
- (e) Family or individual counseling; and
- (f) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

7. Discontinuance of Enrollment for Children Younger Than Six Years of Age

Any person with legal or actual charge or control of a child younger than six years of age prior to the then-current school year, who is enrolled in this School District, may discontinue the enrollment of such child by submitting a written notification to the Superintendent or the Superintendent's designee, indicating that child's name, date of birth, grade level, and effective date of discontinuation of enrollment. The notification must be in writing and on a form provided by, or acceptable to, the Superintendent or the Superintendent's designee containing all information required herein. The form must be dated and signed by a parent or person with legal or actual charge or control of the child. The School District may request written verification or documentation of the person's authority to dis-enroll the child.

Upon receipt of required written form and any other required information or documentation, the School District shall note discontinuance of the enrollment on its official records pursuant to state law. Any child dis-enrolled shall not be eligible to re-enroll in this School District until commencement of the next school year, or until the child reaches the age of six prior to the then-current school year, whichever occurs earlier.

Any person signing a request for discontinuation of enrollment acknowledges this policy, procedure, and the requirement thereof and expressly agrees thereto.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Policy Adopted: October 12, 2020

Policy Amended: July 12, 2021; Nov 8, 2023

**RELEASE FORM**  
*(For Child Age 6 to Not Attend School)*

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

\_\_\_\_\_ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

\_\_\_\_\_ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

**Disenroll to Attend Homeschool**

I am the parent or guardian of \_\_\_\_\_ (Child's name).

I elect to disenroll the Child from an accredited school this school year and hereby affirm \_that I intend for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements (a homeschool) and will provide the Commissioner of Education with a statement confirming such homeschool status.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian



**NEBRASKA WITHDRAWAL FROM MANDATORY ATTENDANCE FORM**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ submitted a written request to  
 Requester's Name Address City  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, alleging that he/she was a  
 District Name District Code  
 person with legal or actual charge or control of \_\_\_\_\_, with the child's  
 Child's First Name Child's Middle Name Child's Last Name  
 date of birth being \_\_\_\_/\_\_\_\_/\_\_\_\_, and having a NDE Student ID \_\_\_\_\_, and that said child be withdrawn  
 Month/Day/Year ID #  
 from school under the provisions of section 79-202 of the Nebraska Reissue Revised Statutes. Said child currently  
 attends \_\_\_\_\_,  
 School of Attendance Name School of Attendance Code

An exit interview was conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the following being present:  
 Day Month Year

\_\_\_\_\_  
 First and Last Name of Person Making Written Request with Legal or Actual Control of Child

\_\_\_\_\_  
 First and Last Name of Child (May be Left Blank if Reason is Illness)

\_\_\_\_\_  
 First and Last Name of Principal or Designee if Child is Currently Enrolled in District

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 First and Last Name(s) of Other Persons Present and their Relationship to the Child

\_\_\_\_\_  
 First and Last Name of Superintendent or Designee

\_\_\_\_\_ presented evidence that (a) the person has legal or actual charge or control of the  
 Name of Person Making Request  
 child and (b) the child would be withdrawing due to:

- \_\_\_ (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- \_\_\_ (ii) an illness of the child making attendance impossible or impracticable.

All known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future were presented and discussed.

I, being the person making the written request to withdraw the child, hereby affixes my signature representing that I attended said exit interview, all of the requirements having been presented and discussed, and I agree to the withdrawal of the child.

\_\_\_\_\_  
 Signature of Requester

\_\_\_\_\_  
 Signature of Child (May be left blank if Reason is Illness)

My signature below acknowledges that the exit interview was held, the required information was provided and discussed at the interview, and, that in my opinion, based upon the evidence presented at the exit interview, the person making the written request does in fact have legal or actual charge or control of the child, and the child is experiencing:

- \_\_\_ (a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- \_\_\_ (b) an illness of the child making attendance impossible or impracticable.

\_\_\_\_\_  
 Superintendent's or Designee's Signature

\_\_\_\_\_  
 Date of Signature

**Save Form**

**Print Form**

79-202. (1) A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements of section 79-201 if an exit interview is conducted and the withdrawal form is signed as required by subsections (2) through (5) of this section for a child enrolled in a public, private, denominational, or parochial school or if a signed notarized release form is filed with the Commissioner of Education as required by subsection (6) of this section for a child enrolled in a school that elects pursuant to section 79-1601 not to meet accreditation or approval requirements.

(2) Upon the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age, the superintendent of a school district or the superintendent's designee shall conduct an exit interview if the child (a) is enrolled in a school operated by the school district or (b) resides in the school district and is enrolled in a private, denominational, or parochial school.

(3) The superintendent or the superintendent's designee shall set the time and place for the exit interview which shall be personally attended by: (a) The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; (b) the person who has legal or actual charge or control of the child who requested the exit interview; (c) the superintendent or the superintendent's designee; (d) the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and (e) any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

(4) At the exit interview, the person making the written request pursuant to subsection (2) of this section shall present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (ii) an illness of the child making attendance impossible or impracticable. The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

(5)(a) At the conclusion of the exit interview, the person making the written request pursuant to subsection (2) of this section may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal. (b) Any withdrawal form signed by the person making the written request pursuant to subsection (2) of this section shall be valid only if (i) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable and (ii) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request pursuant to subsection (2) of this section does in fact have legal or actual charge or control of the child and the child is experiencing either (A) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (B) an illness making attendance impossible or impracticable.

(6) A person who has legal or actual charge or control of the child who is at least sixteen years of age but less than eighteen years of age may withdraw such a child before graduation and be exempt from the mandatory attendance requirements of section 79-201 if such child has been enrolled in a school that elects pursuant to section 79-1601 not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

(7) A child who has been withdrawn from school pursuant to this section may enroll in a school district at a later date as provided in section 79-215 or may enroll in a private, denominational, or parochial school or a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Any such enrollment shall void the withdrawal form previously entered, and the provisions of sections 79-201 to 79-210 shall apply to the child.

(8) The Commissioner of Education shall prescribe the required form for withdrawals pursuant to this section and determine and direct either that (a) withdrawal forms of school districts for any child who is withdrawn from school pursuant to this section and subdivision (3)(c) of section 79-201 shall be provided annually to the State Department of Education or (b) data regarding such students shall be collected under subsection (2) of section 79-528.

**Attendance Improvement Plan**

**5002R**

This collaborative plan has been developed as a result of a meeting or meetings held on the following dates: \_\_\_\_\_.

Those in attendance included: \_\_\_\_\_

\_\_\_\_\_

The attendees considered the following actions to reduce barriers to improve regular attendance:

- 1. Illness related to physical or behavioral health of the child:
  - \_\_\_ It was determined that the physical or behavioral health of the child is not a barrier to improve regular attendance.
  - \_\_\_ The child's physical or behavioral health poses a barrier to regular attendance. The following actions will be taken in response: \_\_\_\_\_

- 2. Educational counseling (e.g. curriculum changes):
  - \_\_\_ It was determined that educational counseling is not needed to reduce barriers to improve regular attendance.
  - \_\_\_ Educational counseling \_\_\_ has been \_\_\_ will be provided, consisting of the following: \_\_\_\_\_

- 3. Educational evaluation:
  - \_\_\_ It was determined that an educational evaluation is not needed to reduce barriers to improve regular attendance.
  - \_\_\_ An educational evaluation \_\_\_ has been \_\_\_ will be conducted to assist in determining the specific condition, if any, contributing to the problem of excessive absenteeism. The evaluation will include: \_\_\_\_\_

- 4. Referral to community agencies for economic services:
  - \_\_\_ It was determined that economic services are not needed to reduce barriers to improve regular attendance.
  - \_\_\_ The family \_\_\_ has been \_\_\_ will be given information about community agencies which may have economic services available to the family, which includes: \_\_\_\_\_

- 5. Family or individual counseling:
  - \_\_\_ It was determined that family or individual counseling is not needed to reduce barriers to improve regular attendance.
  - \_\_\_ The family \_\_\_ has been \_\_\_ will be given information about family or individual counseling that is available pertaining to: \_\_\_\_\_

6. Assisting the family in working with other community services:

\_\_\_ It was determined that assistance in working with community services is not needed to reduce barriers to improve regular attendance.

\_\_\_ The family \_\_\_ has been \_\_\_ will be given assistance in working with community services pertaining to: \_\_\_\_\_  
\_\_\_\_\_.

Other actions to be taken:

Action	Responsible Person	Date to Complete

Plan completed by:

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Date

Wednesday, July 10, 2024

Julie Reiter  
Butler County Attorney  
451 N 5<sup>th</sup> St  
David City, NE 68632

**RE: Attendance Policy; Requested Collaboration**

Dear Ms. Reiter:

Section 79-209 requires school districts to “have a written policy on attendance developed and annually reviewed in collaboration with the county attorney of the county in which the principal office of the school district is located.”

Enclosed is a copy of the current policy that we intend to submit to the Board of Education for review. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at (402) 367-4590.

We need to review the policy prior to the beginning of the 2024-2025 school year. As such, I request that you contact me with regard to any recommended changes to the policy at your earliest opportunity. I apologize for the late notice.

Professionally,

Chad Denker, Superintendent  
David City Public Schools

Enclosure: Attendance and Excessive Absenteeism Policy

Placement Procedures

Students transferring in from other schools will be placed in classes and grade levels as deemed appropriate by the Superintendent or Superintendent's Designee. The Superintendent or Superintendent's Designee, in order to verify or assist in making appropriate class and grade level placement decisions, may conduct or cause to be conducted achievement testing as determined appropriate or necessary by the Superintendent or the Superintendent's Designee.

Credits toward meeting the graduation requirements of this school district for students transferring in from other schools relating to class work or courses taken at such other schools, will be granted as follows:

1. Students transferring in from other state accredited or approved schools will be given credit for all work successfully completed, unless otherwise determined by the Superintendent or the Superintendent's Designee, in which event appropriate competency testing in required subject matter areas may be required in order to receive credit as determined appropriate or necessary by the Superintendent or the Superintendent's Designee.
2. Students transferring from other non-state accredited or approved schools will be given credit for all work successfully completed only upon passing appropriate competency testing in required subject matter areas as determined appropriate or necessary by the Superintendent or Superintendent's Designee.

Legal Reference: 79-443 R.R.S.

Policy Adopted: November 8, 1993

Policy Reviewed/Revised: June 11, 2007; May 9, 2017; November 8, 2023

StudentsFull-time and Part-time EnrollmentFull-time Enrollment

Students must be enrolled in David City Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in David City Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except

where appropriate to reflect their part-time status.

2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526  
LB 705, § 75  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: July 10, 2023; November 8, 2023

**APPLICATION OF NON-PUBLIC SCHOOL STUDENT  
FOR PART-TIME ENROLLMENT**

**Appendix Policy 5004**

**Application Process:**

- Step 1: Complete Parts I, II and III of this Application.
- Step 2: Complete the attached “Statement of Person in Legal or Actual Charge or Control of a Child” form.
- Step 3: Complete Part IV of this Application, **if** you checked item (2) (b) (c) or (d) of the “Statement of Person in Legal or Actual Charge or Control of a Child” form.
- Step 4: Sign this Application in the presence of a notary

Note: You may also need to provide the following documents:

- (1) birth certificate
- (2) proof of immunization, proof of physical examination, and proof of visual evaluation, or written objections signed by parent or legal guardian
- (3) durable power of attorney (delegation of parental powers)
- (4) student records from school currently attending and school last attended & release of student records form

**PART I–Student Information**

Student’s Name:	DOB:	Grade Level:
Parent/Guardian’s Name(s):	Address:	Telephone:
School Currently Attending:	School Address:	Telephone:
School Last Attended:	School Address:	Telephone:
Special Needs/Concerns (e.g. health concerns) (information is requested for accommodation planning purposes): _____	Special Education Needs: ___ Yes ___ No	If “yes” describe needs: _____ _____ _____

**PART II–Part-Time Enrollment Request**

Semester Child seeks to begin attending:	
Course(s) or Program(s) in which Child seeks to enroll:	
If the Course is an Integrated Course (e.g. Algebra II), provide description of courses Child has passed to meet prerequisites:	
State whether the Course or Program is offered in the Child’s School:	
State whether Child is seeking to participate in extracurricular activities; and if so, list the activities:	



**STATEMENT OF PERSON IN LEGAL OR ACTUAL CHARGE OR CONTROL OF A CHILD  
SUBMITTED TO DAVID CITY PUBLIC SCHOOLS FOR PURPOSES OF SCHOOL ENROLLMENT**

The undersigned state that I am an adult in legal or actual charge or control of *(Child's Name)*: \_\_\_\_\_,  
a child who resides in this school district at *(Child's Address)*: \_\_\_\_\_.

- 1) I state that I am the child's parent, or
- 2) I state that I have been entrusted with, or assumed, day-to-day care and full-time supervision of, and responsibility for, the child and have been given the authority to act as parent or guardian in educational matters as established by (check *all* that apply):
  - a) a court or testamentary appointment as a legal guardian (*attach copy*) and/or
  - b) a power of attorney delegating such parental powers (*attach copy*) and/or
  - c) through an in loco parentis designation by a parent in which I have been authorized to stand in the place of the parent in caring for and raising the child (*attach any written documentation of such designation*), and/or
  - d) through some other set of circumstances (*please explain on a separate sheet*).

I understand that I may be requested to provide additional information regarding this child. The names and current or last known address of the child's parents are:

Mother: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Father: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

I understand that I will be responsible for, and will be expected to make, decisions regarding education (including, but not limited to, records, discipline, and special education unless otherwise provided under special education laws and regulations), emergency medical care, and other matters for this child while in legal or actual charge or control of this child and I state that I have the authority to take such responsibility and to make such decisions and to so act. I also understand that I will have responsibilities under the state truancy laws to cause this child to attend school.

\_\_\_\_\_  
Signature of Adult in Legal or Actual Charge or Control

Dated: \_\_\_\_\_

\_\_\_\_\_  
Home Address of Adult in Legal or Actual Charge or Control

Home Phone: \_\_\_\_\_

Daytime Work Phone: \_\_\_\_\_

\_\_\_\_\_  
Daytime Work Address

**NOTE:** SECTION 79-215 R.R.S. PROVIDES THAT IF THE STUDENT IS HOMELESS OR IF THE ADULT DOES NOT HAVE A PHONE NUMBER AND ADDRESS WHERE HE OR SHE MAY GENERALLY BE REACHED DURING THE SCHOOL DAY, THOSE PARTS OF THE FORM MAY BE LEFT BLANK AND A BOX MAY BE MARKED ACKNOWLEDGING THAT THESE ARE THE REASONS THESE PARTS OF THE FORM WERE LEFT BLANK. THE ADULT WITH LEGAL OR ACTUAL CHARGE OR CONTROL OF THIS STUDENT SHALL ALSO SIGN THE FORM.

\_\_\_\_\_ This child is homeless, which is the reason items were left blank.

\_\_\_\_\_ This adult does not have a phone number or address where they may generally be reached during the school day.

-----  
**(FOR SCHOOL'S USE)**

**APPLICATION STATUS**

- |                  |              |     |   |
|------------------|--------------|-----|---|
| <b>Decision:</b> | Not Admitted | ( ) | Child a Non-resident  |
|                  | Not Admitted | ( ) | Board of Education Approval Required (Expelled Student)   |
|                  | Not Admitted | ( ) | Other _____   |
|                  | Admitted     | ( ) | Residency based on ___ Natural parent is a resident of<br>District ___ In Loco Parenti ___ Child is Emancipated |
|                  | Admitted     | ( ) | Courses or Programs of part-time enrollment: _____<br>_____   |

(Admission is subject to receipt of birth certificate, proof of immunization, physical and visual evaluation, and other required documentation)

**Notes:**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Admin Signature**

## Students

### Student Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. A resident of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District.
2. A homeless student. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law.

3. Approved for option enrollment into the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or

adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

Legal Reference:     Neb. Rev. Stat. ' 79-215 (residency and admission)  
                           Neb. Rev. Stat. ' 79-215 (children of military or federal employee parent)  
                           Neb. Rev. Stat. ' ' 79-232 to 79-246 (option enrollment)  
                           42 U.S.C. § 11431 et. seq. (McKinney-Vento Homeless Assistance Act)  
                           NDE Rule 9

Date of Adoption:     August 10, 2010; November 8, 2023

StudentsOption EnrollmentA. Process and Time Lines to Option In

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

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

**Provisions for Waiver of Application Deadline**

The application deadline will be waived by the School District for applications to option into the David City Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought, and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the “one-time” rule is applicable to the student’s circumstance.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent’s designee, or the School District determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

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

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

D. Determination of Capacity

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

E. Releases for Options Out

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

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

F. Notification of Acceptance or Rejection

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

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

G. Applications Subsequent to Relocations or Mergers

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

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

H. Status of Option Student

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

An option student shall not be entitled to transportation except as required by law.

Transportation or transportation reimbursement will be provided in the following circumstances:

1. The David City Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

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

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

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

Date of Adoption: July 10, 2023; October 11, 2023

**5006 OPTION ENROLLMENT RESOLUTION**

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

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

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

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

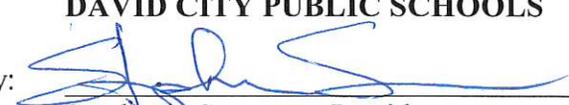
**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity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

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

The above Resolution, having been read in its entirety, member Justin Krafska moved for its passage and adoption, member Kasey Kuhlman seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: Stephanie Summers, Marcus Thoendel, Aaron Rerucha, Justin Krafska, Kasey Kuhlman, and Don Moravec. The following members voted against the same: None. The following members were absent or not voting: None. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this 11th day of October, 2023.

Attest:   
Aaron Rerucha, Secretary

**DAVID CITY PUBLIC SCHOOLS**  
By:   
Stephanie Summers, President

## Appendix 1 Option Enrollment Capacity

**The following is Appendix “1” to Policy 5006 for the 2024-2025 School Year.** The Board of Education hereby sets forth the maximum number of option students for the 2024-2025 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. **Any program, class, grade level, or school building which has “0” as the No. of Option Students Allowed is hereby declared unavailable to option students due to lack of capacity.**

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS ALLOWED
Pre-Kindergarten (18 BW; 54 DC)	72	68	4
Kindergarten (20 BW; 48 DC)	68	50	18
First Grade (20 BW; 48 DC)	68	48	20
Second Grade (20 BW; 48 DC)	68	48	20
Third Grade (20 BW; 48 DC)	68	67	1
Fourth Grade (20 BW; 48 DC)	68	53	15
Fifth Grade (20 BW; 48 DC)	68	48	20
Sixth Grade (20 BW; 48 DC)	68	52	16
K-6 Building Capacity (BW 140; DC 336)	476	366	110
*K-6 Special Education Capacity (BW 20; DC 60)	*	110	case by case
Seventh Grade	72	42	30
Eighth Grade	72	54	18
7-8 Building Capacity	144	96	48
*7-8 Special Education Capacity (HS 20)	*	28	case by case
Ninth Grade (Freshmen)	72	66	6
Tenth Grade (Sophomores)	72	63	9
Eleventh Grade (Juniors)	72	47	25
Twelfth Grade (Seniors)	72	53	19
9-12 Building Capacity	288	229	59
*9-10 Special Education Capacity (HS 20)	*	33	case by case
*11-12 Special Education Capacity (HS 20)	*	28	case by case

Revised: October 2023; Enrollment from NDE Count

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

Wednesday, October 11, 2023

Policy 5006 Appendix 2 Sample Letter

Parent Name  
Address  
City, State, Zip

Re: Option Enrollment – Student Name

Dear Parent:

I am writing to notify you of the rejection of your:  
\_\_\_ option enrollment application  
\_\_\_ request for a release approval.

Reason for Rejection: The reason for the rejection is that your application or request does not meet the conditions for approval that are set forth in the District’s option enrollment policy and/or state law. Additional reasons for the rejection are set forth in the completed application form, which is enclosed.

Special Education Capacity Determination: If the option application disclosed or revealed that the student would receive or could be eligible to receive special education or related services, the District conducted an individualized analysis to determine capacity. After this careful individualized assessment, the District’s Director of Special Education or designee concluded that the District does not have the capacity to provide the student with the following services and accommodations:

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

Appeal Process: The parent or legal guardian may appeal a rejection of an application or of a request to release. The appeal is to be filed with the State Board of Education within thirty days after the date the notification of rejection is received. A sample petition form for an appeal can be found on the Nebraska Department of Education’s website (<https://www.education.ne.gov/>).

Professionally,

Dr. Chad Denker, DCPS Supt

Enclosure: Completed Option Enrollment Application (sent via certified mail)

Students

Policy 5007  
Formerly 5146

Foreign Exchange Students

David City Public Schools will accept foreign students.

Foreign exchange students will be accepted only if they are sponsored through an organization (such as AFS, EF Foundation for Foreign Study) recognized for sponsoring foreign students to the United States. It shall be the responsibility of the sponsoring organization to contract with a resident of District #56 to serve as a sponsoring guardian.

The school administration will determine the number of students that can be enrolled as foreign exchange students based on a variety of factors including the foreign student's proficiency with the English language.

Foreign exchange students will have all of the rights and responsibilities of any District #56 resident student.

Foreign exchange students may earn a high school diploma from David City Public Schools if they meet the requirements for graduation as established by the Board of Education per Policy 5250R. In order to be considered for a diploma, exchange students must provide the principal's office with an updated transcript from their home school district.

Foreign exchange students will be allowed to go through the graduation ceremony and earn a Certificate of Attendance if they don't wish to earn a diploma.

Policy Adopted: January 13, 1997  
Policy Reviewed/Revised: June 11, 2007; November 10, 2008; August 8, 2011; May 9, 2017;  
November 8, 2023

Students*currently Road 41*School Attendance Areas

The Bellwood attendance center boundaries include all territory **along** County Road #39 (**north and south side of the road**) from Hi-way 81 to the Saunders County line. The remaining territory of the District constitutes the boundaries for the David City attendance center. The Board of Education may from time to time alter the school attendance area boundaries.

Student Assignment to Attendance Areas

The criteria for granting or denying the transfer requests are as follows:

1. Attendance Centers Closed to Transfer: In the event the Superintendent determines that an attendance center or the grade level or program in which the student may participate is at capacity, the Superintendent shall deny the transfer permit request. An attendance center or grade level or program may be closed to transfer based on:
  - a. capacity of the attendance center, grade level or program (capacity is determined based on both the facility and the staffing);
  - b. the impact of transfer students on the educational program within the attendance center;
  - c. prior enrollment levels for the attendance center, and
  - d. anticipated enrollment levels for the attendance area.
  
2. Attendance Centers with Limited Capacity for Transfers: In the event the Superintendent determines that an attendance center or the grade level or program in which the student may participate has limited capacity, transfer permits may be granted. For a student in the Bellwood attendance center to obtain a transfer permit to the David City attendance center, and vice versa, the class size of the grade level to which the student seeks to transfer must be unequal. Classes are equal if there is an enrollment number within five (5) students or less. For example, if one class has 20 students, and another class has 15 students enrolled, they are equal. However, if one class has 20 students and another class has 14 students, they are unequal. Transfer permits will be considered on the basis of the following criteria, with the weight of each of the criteria to be determined by the Superintendent:
  - a. First to File: The order in which transfer permit requests are filed with the Superintendent's Office.
  - b. Best Interests of the District and the Student: Consideration of the best interests of the District and the student, which include such factors as: (1) completion of the student's education at the attendance center; (2) a sibling is attending or has recently attended the attendance center; (3) convenience of the parent or guardian which may affect the student's education, such as employment of a

parent at the attendance center near the attendance center and location of the student's day care program; and (4) overriding educational needs of the student.

Special Education Transfer: A student who in need of special education services may be transferred to an attendance center based on decision of the student's IEP team.

Option Students: Option students may request a particular school, or a transfer to a particular school, but the building assignment of the option student shall remain subject to the determination of the Superintendent.

Disciplinary Reassignment: A student may be mandatorily reassigned to an attendance center as a disciplinary consequence.

Change of Residence: A student who changes residence to a location within the District but outside the attendance area within the school year, for reasons other than school attendance, may be permitted to continue in the attendance center in which they had begun the year, until the end of that school year. A new transfer permit is required to be filed.

Transportation: Parents or guardians bear full responsibility for transportation when a transfer permit has been approved. Transportation will be provided only in the event transportation is provided to the attendance center and a bus stop designation is made for the student.

Legal References: Neb. Rev. Stat. § 79-526; Neb. Rev. Stat. § 79-235

Policy Adopted: March 13, 2006

Policy Reviewed/Revised: June 11, 2007; Nov 8, 2023

**Policy 5010 Appendix ELEMENTARY SCHOOL TRANSFER REQUEST FORM**

**TRANSFER PERMIT INFORMATION**

- Transfer Permits are required when the student resides in an attendance area which is not within the attendance center the parents want their child to attend.
- Reapplication is necessary if the student's residence changes during the school year.
- Parents or guardians bear full responsibility for transportation when a transfer permit has been approved. Transportation will be provided only in the event transportation is provided to the attendance center and a bus stop designation is made for the student.
- A transfer permit may be revoked after being granted if the student's academic performance or behavior is unsatisfactory, or if adjustment in student assignments is determined appropriate as a result of changes in capacity or enrollment in the attendance center.

**STUDENT INFORMATION**

Student's Name: \_\_\_\_\_ Student's Residence: \_\_\_\_\_  
Current Grade Level: \_\_\_\_\_ School Currently Attending: \_\_\_\_\_  
Does the student need special education: \_\_\_ Yes \_\_\_ No Comments: \_\_\_\_\_

**PARENT/GUARDIAN CONTACT INFORMATION**

Parents Name(s): \_\_\_\_\_ Current Address: \_\_\_\_\_  
Telephone #s and e-mail: \_\_\_\_\_

**TRANSFER REQUEST**

I request that the student be permitted to attend (name of attendance center): \_\_\_\_\_

**Reasons for Request:**

- A. To continue attendance at school where the student is already enrolled.
- B. To attend school where a sibling is attending or has recently attended.  
Name(s) of sibling(s): \_\_\_\_\_
- C. Parent or guardian convenience (e.g., parent is employed at the attendance center, or is employed near the attendance center; or day care services are near the attendance center).  
Describe which apply: \_\_\_\_\_
- D. Overriding educational needs of the student. Describe: \_\_\_\_\_
- E. Other (You may attach a letter of explanation): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Signature

**SCHOOL ACTION**

Date of Transfer: \_\_\_\_\_

Date Superintendent or Designee Signature request received: \_\_\_\_\_

Action on transfer request: \_\_\_\_\_ Permit Approved (Conditions, if any: \_\_\_\_\_

\_\_\_\_\_ Permit Denied

StudentsMilitary Recruiters

The District will provide access to routine directory information to each student in a high school grade upon a request made by a military recruiter, unless the student's parent or guardian has submitted a written request that the student's information not be shared with a military recruiter. The District will provide military recruiters with the same access to a student in a high school grade as the District provides to postsecondary educational institutions or to prospective employers of such students.

If a parent or guardian does not want his or her student's information to be provided to a military recruiter, the parent must submit a written request to the Superintendent.

Legal Reference: LB 575 (2019)

Policy Adopted: June 10, 2019

Policy Reviewed/Revised: Nov 8, 2023

(New Policies)

Students

Attendance During School Day (Dismissals and Field Trips)

Students may not be permitted to leave school prior to the regular dismissal time except by permission of the Principal.

No student may be permitted to leave school prior to the dismissal hour at the request of or in the company of anyone other than a school employee, police officer, court official, or parent of the child, unless permission of the parent has been first secured. If any police or court official requests the dismissal of a student, the student's parents should be notified as soon as possible.

Field trips or excursions off school grounds must have the approval of the Principal in advance and administrative requirements may be established for such activities.

Policy Adopted: November 8, 2023

Students

School Census

The Superintendent shall take such steps as necessary to take a complete school census every year and file the census in accordance with state and local laws.

Legal Reference:      Neb. Rev. Stat. Sec. 79-524  
                              Neb. Rev. Stat. Sec. 79-528  
                              Neb. Rev. Stat. Sec. 79-578  
                              NDE Rule 8.604

Policy Adopted:      November 8, 2023

Students

Parent-Student Handbook

Each year the Board of Education shall adopt a Parent-Student Handbook. The rules, procedures, and practices adopted in the Parent-Student Handbook shall have the effect of Board Policy and shall control over any earlier-adopted Board policy to the extent of the conflict.

Policy Adopted: November 8, 2023

Students

Promotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

Legal Reference: Neb. Rev. Stat. Sec. 79-526

Policy Adopted: November 8, 2023

StudentsSchool Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

**General Rules of Student Conduct at Dances.** In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of David City Public Schools and their guests may attend.
  - a. Students currently attending David City High School or another Nebraska high school who have not been restricted from attending extracurricular activities at David City High School or their own school are generally considered appropriate dates or invited guests.
  - b. Persons who are not yet a freshman in high school or are older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
  - c. Some school dances may be restricted to students attending specified grades levels at David City Public Schools. For any dances at the middle school level, only students attending David City Public Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
  
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

**Eligibility for Selection of Royalty.** Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet specific academic, activity and conduct standards.

Policy Adopted: November 8, 2023

Students

Corporal Punishment

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is reasonably necessary for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. Sec. 79-295  
NDE Rule 27

Policy Adopted: November 8, 2023

Students

Vandalism

Students and their parents shall be responsible for all damage to equipment or school property. This responsibility applies in the matter of books and supplies of all kinds, as well as equipment, buildings and grounds.

Legal Reference: Neb. Rev. Stat. Sec. 79-237

Policy Adopted: November 8, 2023

StudentsMissing Persons

A missing person shall mean a person sixteen (16) years or younger reported to any law enforcement agency as abducted or lost.

Upon notification by the Nebraska State Patrol of a missing student, the school will flag the student's records in such a way that any personnel looking at such birth certificate or record shall be alerted to the fact that the birth certificate or record is of a missing person. If the record has been flagged as that of a missing person, and a request for transfer of the student's records is received, school personnel shall not forward such records to the requesting school, but shall instead notify the Principal, who shall notify the Sheriff's Department of the request and that the student is a reported missing person.

Legal Reference:      Neb. Rev. Stat. Sec. 79-214  
                              Neb. Rev. Stat. Sections 43-2001 to 43-2012

Policy Adopted:      November 8, 2023

Students

Use of School Buses

David City Public Schools may provide transportation for instructional purposes and for school sponsored activities, organizations, and groups. The district shall not operate as a “Carrier for Hire”.

Policy Adopted:      November 8, 2023

Students

Special Education Transportation

Bus transportation shall be provided for students to facilities where they may receive instruction to the extent required by law. The State of Nebraska provides funding for such transportation. Arrangements will be made through the superintendent and administrators in the receiving institution.

Policy Adopted: November 8, 2023

Students

Safe Pupil Transportation Plan

The Superintendent or designee shall develop a safe pupil transportation plan to address student safety which addresses the following:

- Weapons;
- Pupil Behavior;
- Terroristic Threats
- Severe Weather;
- Hazardous Materials;
- Medical emergencies;
- Driver/passenger procedures in the event of mechanical breakdowns of the vehicle;
- Procedures in the event the drop-off location is uncertain or appears unsafe to leave students; and,
- A procedure that requires pupil transportation vehicle operators to document and submit to designated school authorities the occurrence of any events covered by the Safe Pupil Transportation Plan that involved the pupil transportation vehicle operated by the driver, or any pupils transported in it.

A copy of the plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request.

Legal Reference: Neb. Rev. Stat. Sections 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapter 91

Policy Adopted: November 8, 2023

## **Summer Enforcement include in Policy 5103?**

Reported legal violations will be governed by this policy if such violations occur in between the above time span or a time period normally described as “summer vacation”. Reported violations means a report of a violation received by school officials without active monitoring of student behavior by school personnel, such as a self-report by the student or the student’s parent or guardian, a report received by law enforcement, or a report received from another reliable source.



David City Public Schools - Environmental Sensor

Quote #MB106164 v1

Prepared For:  
**David City Public Schools**  
Main  
Chad Denker  
750 D St.

Prepared by:  
**North Sioux City**  
Miranda Breece  
105 Gateway Drive  
North Sioux City, South Dakota 57049

Date Issued:  
**11.02.2023**  
Expires:  
**12.01.2023**

David City, NE 68632

**P:** (402) 367-4590  
**E:** denker@dcsouts.org

**P:** 866.804.4388  
**E:** mbreece@1RTI.com

Contract:

5 Year		Price	Qty	Ext. Price
SV23-HW	Verkada SV23 Environmental Sensor	\$683.53	32	\$21,872.96
LIC-SV-5Y	Verkada 5-Year Sensor License, Enviromental Sensor	\$578.37	32	\$18,507.84
Subtotal:				<b>\$40,380.80</b>

10 Year		Price	Qty	Ext. Price
SV23-HW	Verkada SV23 Environmental Sensor	\$630.95	32	\$20,190.40
LIC-SV-10Y	Verkada 10-Year Sensor License, Enviromental Sensor	\$1,052.11	32	\$33,667.52
Subtotal:				<b>\$53,857.92</b>

Quote Summary		Amount
5 Year		\$40,380.80
10 Year		\$53,857.92
Total:		<b>\$94,238.72</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Verkada Sensors - 10 Year**

**Quote #321161 v1**

**Prepared For:**  
**DAVID CITY PUBLIC SCHOOLS**  
 Chad Denker  
 750 D ST  
 David City, NE 68632

**Prepared By:**  
**Omaha, Nebraska Area Office**  
 Mike Carpenter  
 11850 Nicholas Street Suite 130  
 Omaha, NE 68154

**Date Issued:**  
**10.30.2023**  
**Expires:**  
**12.31.2023**

**P:** (402) 367-4590  
**E:** denker@dcscouts.org

**P:** 402-970-6866  
**E:** mcarpenter@hbs.net

Verkada - 10 year		Price	Qty	Ext. Price
SV23-HW	SV23 Environmental Sensor SV23 Environmental Sensor	\$630.95	32	\$20,190.40
LIC-SV-10Y	Verkada SV11 License - 10 Year Verkada SV11 License - 10 Year	\$1,052.11	32	\$33,667.52
Subtotal				\$53,857.92

Shipping		Price	Qty	Ext. Price
HBS-SHIPPING	SHIPPING	\$544.00	1	\$544.00
Subtotal				\$544.00

Quote Summary	Amount
Verkada - 10 year	\$53,857.92
Subtotal:	\$53,857.92
Shipping:	\$544.00
<b>Total:</b>	<b>\$54,401.92</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

**Acceptance**

**Omaha, Nebraska Area Office**

**DAVID CITY PUBLIC SCHOOLS**

Mike Carpenter

Signature / Name

10/30/2023

Date

Signature / Name

Initials

Date

**Verkada Sensors - 5 year**

**Quote #321157 v1**

Prepared For:  
**DAVID CITY PUBLIC SCHOOLS**  
 Chad Denker  
 750 D ST  
 David City, NE 68632

Prepared By:  
**Omaha, Nebraska Area Office**  
 Mike Carpenter  
 11850 Nicholas Street Suite 130  
 Omaha, NE 68154

P: (402) 367-4590  
 E: denker@dcscouts.org

P: 402-970-6866  
 E: mcarpenter@hbs.net

Date Issued:  
**10.30.2023**

Expires:  
**12.31.2023**

Verkada 5 Year		Price	Qty	Ext. Price
SV23-HW	<b>SV23 Environmental Sensor</b> SV23 Environmental Sensor	\$683.53	32	\$21,872.96
LIC-SV-5Y	<b>Verkada SV11 License - 5 Year</b> Verkada SV11 License - 5 Year	\$578.37	32	\$18,507.84
Subtotal				<b>\$40,380.80</b>

Services		Price	Qty	Ext. Price
HBS-SHIPPING	<b>SHIPPING</b>	\$544.00	1	\$544.00
Subtotal				<b>\$544.00</b>

Quote Summary		Amount
Verkada 5 Year		\$40,380.80
Services		\$544.00
<b>Total:</b>		<b>\$40,924.80</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

**Acceptance**

<p><b>Omaha, Nebraska Area Office</b></p>  <p>Mike Carpenter</p> <p>_____                  Signature / Name</p> <p>10/30/2023</p> <p>_____                  Date</p>	<p><b>DAVID CITY PUBLIC SCHOOLS</b></p>  <p>_____                  Signature / Name</p> <p>_____                  Initials</p> <p>_____                  Date</p>
--	---



3131 24<sup>th</sup> Ave S  
Moorhead, MN 56560

Phone: 877.553.0777  
Fax: 218.227.0498

# Quote

Quote ID: Q-76221-S4G8

<b>To:</b>	<b>Account Manager:</b>
David City Public Schools	Scott Bleth
Adam Ebbeka	Phone: (218) 227-0450
	Email: sbleth@bytespeed.com

## Summary

Total Amount: \$55,680.00      Effective Until: 12/2/2023

## Details

Quantity	Product ID	Product	Price	Sub Total
32		SV23 Environmental Sensor	\$685.00	\$21,920.00
32		10-Year SV License	\$1,055.00	\$33,760.00

SubTotal	\$55,680.00
Total Tax	\$0.00
Shipping	
<b>Total</b>	<b>\$55,680.00</b>



3131 24<sup>th</sup> Ave S  
Moorhead, MN 56560

Phone: 877.553.0777  
Fax: 218.227.0498

# Quote

Quote ID: Q-76220-V9D6

<b>To:</b>	<b>Account Manager:</b>
David City Public Schools	Scott Bleth
Adam Ebbeka	Phone: (218) 227-0450
	Email: sbleth@bytespeed.com

## Summary

Total Amount: \$40,448.00      Effective Until: 12/2/2023

## Details

Quantity	Product ID	Product	Price	Sub Total
32		SV23 Environmental Sensor	\$685.00	\$21,920.00
32		5-Year SV License	\$579.00	\$18,528.00

SubTotal	\$40,448.00
Total Tax	\$0.00
Shipping	
<b>Total</b>	<b>\$40,448.00</b>



**David City Public Schools**

Chad Denker  
denker@dcscouts.org  
750 D Street  
David City, NE 68632  
United States

**Justin Peppard**

jpeppard@kidwellinc.com  
(402) 475-9151  
KIDQ19688  
10/31/2023

**Job Name/Location:** Verkada Environmental Sensors - 10Y (Material-Only)

We propose the following per the request of Chad Denker.

- 32 SV23 Environmental Sensor
- 32 10-Year SV License
- 1 Shipping & Handling (included)
- Proposal is material-only and does not include Data Cabling, Network Switches or Installation Labor.
- Kidwell is not responsible for schedule delays caused by others and/or material delays.

**Notes:**

- 1) Work to be performed during Kidwell's normal business hours.
- 2) No sales tax has been included for material or labor on this proposal.
- 3) All required taxes will be charged and added to the proposal price on invoicing.
- 4) The following items are not included in this base bid proposal unless otherwise stated above:
  - a. New telephone hardware or any programming
  - b. Electrical or conduit work unless noted above
  - c. Routers, hubs, switches, servers or any other active communications equipment
  - d. Relocation of any PC's or other networking hardware.
  - e. Fees from the local power, cable and telephone companies
  - f. Plywood backboards and any backing materials of any kind
  - g. Painting of any kind
  - h. The patching of any type of surface
- 5) All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Payment Terms:**

50% down prior to material being ordered, remaining 50% invoiced upon ordering. License keys to be released to customer upon receipt of payment in full. This proposal may be withdrawn by us if not accepted within ten days. Additional fees will apply if payment is made by credit card. Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kidwell is authorized to do the work as specified. Payment will be made as outlined above. By signing below, customer accepts all payment terms, additional notes and Kidwell terms and conditions.

**Base Bid**

**\$60,195**

This quote is valid for a period of 10 days.

**Authorized Kidwell Signature:** \_\_\_\_\_

**Date:** 10/31/2023

**Customer Signature:** \_\_\_\_\_

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

**LINCOLN**

3333 Folkways Circle  
Lincoln, NE 68504  
Tel 402.475.9151

**OMAHA**

7050 S 110th St  
La Vista, NE 68128  
Tel 402.333.2333

**KEARNEY**

414 East 6th Street  
Kearney, NE 68847  
Tel 308.233.5111



Serving  
Nebraska  
Since 1948



## Contract Terms & Conditions

**Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid.

**Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Employees.** Customer shall not hire, engage, or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**Confidentiality.** Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

**Remedies.** The parties shall have the following remedies:

**Correction.** Customer's exclusive remedy for any breach of warranty or error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

**Performance.** If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

**Limitation of Liability.** Neither party shall be liable for incidental or consequential damages of the other. In no event shall Kidwell's liability for damages, losses, or expenses as a result of negligence exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venture, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to affects of its suppliers: fire, flood, or other natural disasters, government approvals, embargo, supplier delays, shortage of goods or materials, transportation interruptions, tariffs, pandemics, court order, riot, or intervention of any government authority.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

Company Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**David City Public Schools**

Chad Denker  
denker@dcscouts.org  
750 D Street  
David City, NE 68632  
United States

**Justin Peppard**

jpeppard@kidwellinc.com  
(402) 475-9151  
KIDQ19687  
10/31/2023

---

**Job Name/Location:** Verkada Environmental Sensors - 5Y (Material-Only)

---

We propose the following per the request of Chad Denker.

- 32 SV23 Environmental Sensor
- 32 5-Year SV License
- 1 Shipping & Handling (included)
- Proposal is material-only and does not include Data Cabling, Network Switches or Installation Labor.
- Kidwell is not responsible for schedule delays caused by others and/or material delays.

---

**Notes:**

- 1) Work to be performed during Kidwell's normal business hours.
- 2) No sales tax has been included for material or labor on this proposal.
- 3) All required taxes will be charged and added to the proposal price on invoicing.
- 4) The following items are not included in this base bid proposal unless otherwise stated above:
  - a. New telephone hardware or any programming
  - b. Electrical or conduit work unless noted above
  - c. Routers, hubs, switches, servers or any other active communications equipment
  - d. Relocation of any PC's or other networking hardware.
  - e. Fees from the local power, cable and telephone companies
  - f. Plywood backboards and any backing materials of any kind
  - g. Painting of any kind
  - h. The patching of any type of surface
- 5) All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Payment Terms:**

50% down prior to material being ordered, remaining 50% invoiced upon ordering. License keys to be released to customer upon receipt of payment in full. This proposal may be withdrawn by us if not accepted within ten days. Additional fees will apply if payment is made by credit card. Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kidwell is authorized to do the work as specified. Payment will be made as outlined above. By signing below, customer accepts all payment terms, additional notes and Kidwell terms and conditions.

**Base Bid**

**\$45,325**

This quote is valid for a period of 10 days.

---

**Authorized Kidwell Signature:** \_\_\_\_\_

**Date:** 10/31/2023

**Customer Signature:** \_\_\_\_\_

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

**LINCOLN**

3333 Folkways Circle  
Lincoln, NE 68504  
Tel 402.475.9151

**OMAHA**

7050 S 110th St  
La Vista, NE 68128  
Tel 402.333.2333

**KEARNEY**

414 East 6th Street  
Kearney, NE 68847  
Tel 308.233.5111



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Nebraska  
Since 1948



## Contract Terms & Conditions

**Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid.

**Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Employees.** Customer shall not hire, engage, or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

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**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venture, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to affects of its suppliers: fire, flood, or other natural disasters, government approvals, embargo, supplier delays, shortage of goods or materials, transportation interruptions, tariffs, pandemics, court order, riot, or intervention of any government authority.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

Company Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**Educational Service Unit 7  
Special Education  
Expansion Program  
Proposal**

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# Project Proposal

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

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

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

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

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

## Rationale

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

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

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

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

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

## Service Planning

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

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

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

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

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

## Existing Structure

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

## Building Costs and Contributions

**Option 1: Districts Pay Tuition + \$6800 non-reimbursable. ESU Pays \$330,000 non-reimbursable.**

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

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

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

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

**Option 2: Districts Pay Tuition + \$6800 reimbursable. ESU Pays \$180,000 non-reimbursable. (THIS IS THE PREFERRED OPTION, BUT WILL NEED CONFIRMATION FROM NDE FIRST).**

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

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

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

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

## Dollars Contributed

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

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

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

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

Reasons a student may not complete the year:

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

## General Building Specifications

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

# Board Support

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

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## Appendix A: Project Partners

- Educational Service Unit No. 7 (“ESU 7”);
- Boone County School District 06-0001, commonly known as Boone Central Public Schools (“Boone Central”); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools (“Central City”).
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools (“Clarkson”).
- Platte County School District 71-0001, commonly known as Columbus Public Schools (“Columbus”).
- Polk County School District 72-0015, commonly known as Cross County Public Schools (“Cross County”).
- Butler County School District 12-0056, commonly known as David City Public Schools (“David City”).
- Butler County School District 12-0502, commonly known as East Butler Public Schools (“East Butler”).
- Nance County School District 63-0001, commonly known as Fullerton Public Schools (“Fullerton”).
- Polk County School District 72-0075, commonly known as High Plains Community Schools (“High Plains”).
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools (“Howells-Dodge”).
- Platte County School District 71-0067, commonly known as Humphrey Public Schools (“Humphrey”).
- Platte County School District 71-0005, commonly known as Lakeview Community Schools (“Lakeview”).
- Colfax County School District 19-0039, commonly known as Leigh Community Schools (“Leigh”).
- Polk County School District 72-0019, commonly known as Osceola Public Schools (“Osceola”).
- Merrick County School District 61-00949 commonly known as Palmer Public Schools (“Palmer”).

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

DRAFT

## Appendix B: Program Application DRAFT

# ESU 7 Expanded Level III Program Application

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

Intake process:

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

If you have any questions, please contact:

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

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



Not shared

\* Indicates required question

**School District \***

Your answer

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

Your answer



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

Your answer

**Date of Application \***

Date

mm/dd/yyyy



**Student's Name (First and Last) \***

Your answer

**Date of Birth \***

Date

mm/dd/yyyy



**Age and Grade Level \***

Your answer \_\_\_\_\_

**Gender \***

Female

Male

Prefer not to say

Other \_\_\_\_\_

**Student Lives with: \***

Parent

Grandparent

Foster Parent

Other \_\_\_\_\_

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

Your answer \_\_\_\_\_

Is Placement for Now or Later? \*

Now

Next Semester

Next School Year

Other

\_\_\_\_\_

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

Your answer

\_\_\_\_\_

Why Are You Considering Placement in the New Program \*

Your answer

\_\_\_\_\_

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

Yes

No

Other

\_\_\_\_\_

Have You Discussed Programming Needs With Your School Psychologist? \*

Yes

No

Other

\_\_\_\_\_

How Have You Served This Student in the Past? \*

Your answer

\_\_\_\_\_

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

Your answer

\_\_\_\_\_

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

Your answer

\_\_\_\_\_

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

Your answer

\_\_\_\_\_

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

Your answer \_\_\_\_\_

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

Your answer \_\_\_\_\_

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

- Student is completely independent (no assistance in the bathroom)
- Incontinent
- Need assistance to get on and off the toilet
- Uses a lift of some kind
- Full assistance all aspects of toileting
- Assistance now and then for accidents
- Other:  
\_\_\_\_\_

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

Your answer

Please send Most Recent IEP, MDT, FBA, and BIP to [cneesen@esu7.org](mailto:cneesen@esu7.org) \*

Date

mm/dd/yyyy 

Submit

Clear form

DRAFT

## Appendix C: Timeline

*\*All dates are approximate*

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

## Appendix D: Correspondence

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

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

★ High needs program Hide

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

Cc: Tami Clay,

Bcc: Mindy Reed

---

Good morning.

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

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

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

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

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

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

## Description

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

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

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



### **Larianne Polk Ed.D.**

#### **Chief Administrator**

*Strategic · Responsibility · Relator · Achiever · Significance*

#### **Educational Service Unit 7**

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

**Phone:** (402) 564-5753 Ext.1001

**Mobile:** (402) 720-4977

**Website:** [www.esu7.org](http://www.esu7.org)

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## Minutes after discussion in October 17, 2023 Superintendent Meeting

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

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

## Discussion in October 17, 2023 Superintendent Meeting

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

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

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## Discussion in October 17, 2023 Executive Superintendent Committee Meeting

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

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

Email sent to superintendents 11/7/2023

To: [ESU7 Public Superintendents](#)

Cc:

Bcc:

Reply To:

Subject: Sped Expansion Program Proposal

From: Larianne Polk – lpolk@esu7.org

Signature: Strengths

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

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

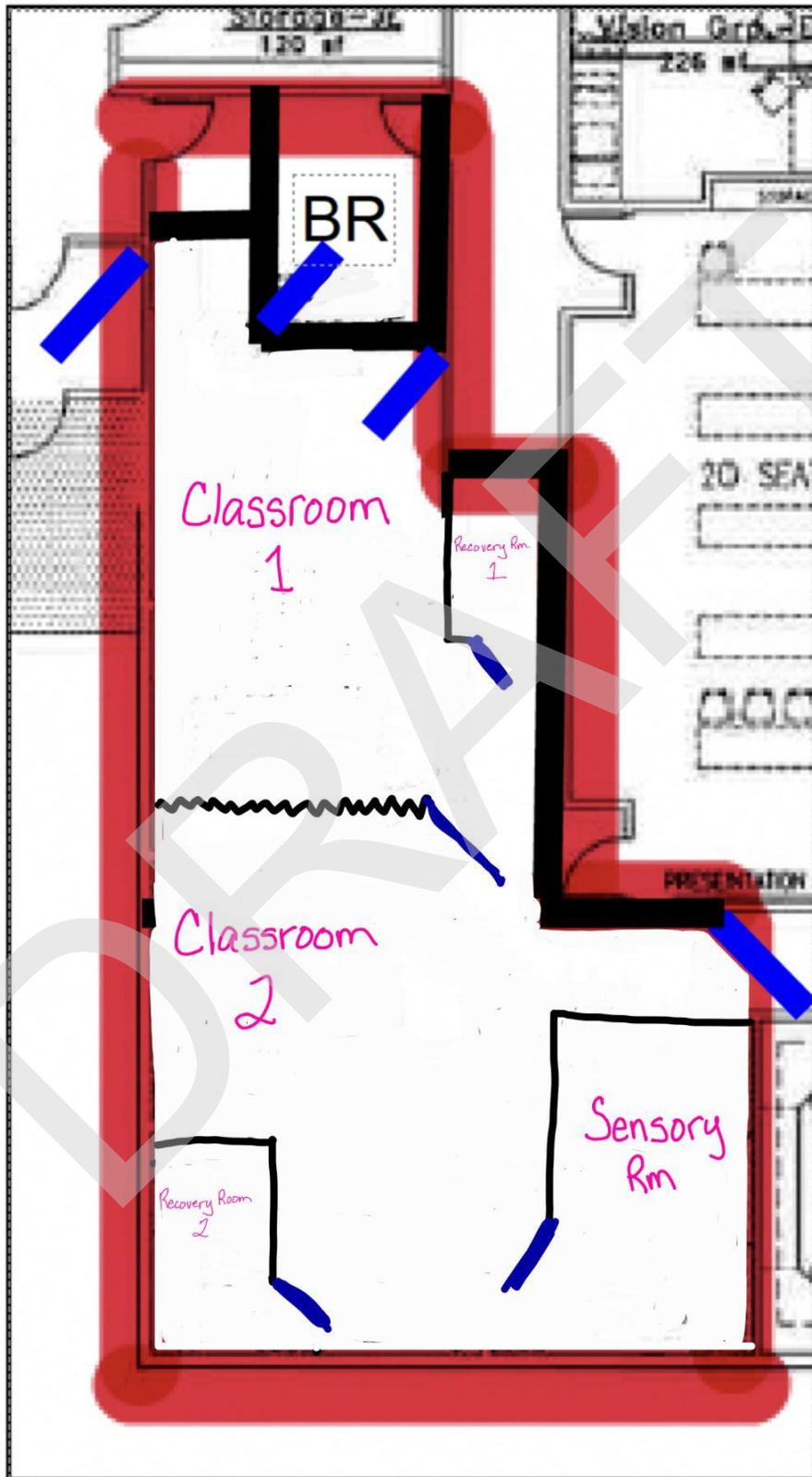


**Larianne Polk Ed.D.**  
Chief Administrator  
*Strategic · Responsibility · Relator · Achiever · Significance*

**Educational Service Unit 7**  
**Address:** 2657 44th Ave., Columbus, NE 68601  
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**Mobile:** (402) 720-4977  
**Website:** [www.esu7.org](http://www.esu7.org)  
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## Appendix F: Agreement for Payment of Funds DRAFT

**Draft**

**11-7-2023**

**Draft**

### **INTERLOCAL AGREEMENT FOR SPECIAL EDUCATION BUILDING PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Program Tuition.**

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

**B. Building Fee.**

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

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

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

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

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

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

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

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

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

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

**20. Employment Eligibility Verification.** The Parties shall use a federal immigration verification system to determine the work eligibility

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

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

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

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

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

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

**26. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental

immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

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

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

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

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

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

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

**[Each district will be identified here]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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Title: \_\_\_\_\_

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

**EDUCATIONAL SERVICE UNIT NO. 7**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

DRAFT

# Appendix G: Resolution for District Board of Education

## RESOLUTION

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

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

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

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

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of Month XX, 20XX.

[insert school district name here]

By: \_\_\_\_\_  
Authorized Board Representative

## Appendix H: Sample Contribution Worksheet

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

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

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

## Appendix I: Staff Qualifications

<b>Position</b>	<b>Training</b>	<b>Equipment</b>	<b>Approximate Cost</b>
Teacher	Special Education Teaching Certificate  Additional ASD and Behavioral training Provided by ESU 7	Computer	Summer training  Salary and Benefits for 2024-2025 school year  1.0 FTE
Paraeducator	ASD and Behavioral Training Provided by ESU 7	Lockers/cabinets 6 adult chairs Computer	Summer training  Salary and Benefits for 2024-2025 school year 6.0 FTE
Speech-Language Pathologist	Masters Communication Disorders  Additional ASD and Behavioral training Provided by ESU 7	Desk and chair Computer	Summer training  Salary and Benefits for 2024-2025 school year  .20 FTE

## Appendix J: List of Structural Components

Room	Components/Equipment	Approximate Cost
Classroom 1	<p>SLP Desk and 7 adult chairs                      5 student work stations                      5 student chairs with flexible seating options                      7 adult chairs                      Counter and cupboards above and below                      Marker Board                      Projector                      Kidney Shaped table and 5 student chairs                      Noise Canceling headphones for each student</p> <p>Program/Curriculum</p> <p>Room Divider so Classroom 1 and 2 can be opened if needed.</p>	
Classroom 2	<p>5 student work stations                      5 student chairs with flexible seating options                      Teacher Desk and 7 adult chairs                      Counter and cupboards above and below                      Marker Board                      Projector                      Kidney Shaped table and 5 student chairs                      Noise Canceling headphones for each student</p> <p>Program/Curriculum</p> <p>18 Lockers</p>	
Storage Room	Shelves and locking cabinets	

Restroom	Toilet, one stall shower w/hand held sprayer, sink and mirror, and storage cabinet ? Double kitchen sink for clean up and crafts etc?	
Sensory Room	Bubble Tube Two mirrors Rocking Chairs Bean Bag Chairs Mats Light boxes Texture (variety) Bin sensory activities Table and chairs Music	
Cool Down Room	Mats	

DRAFT

## Appendix K: Contact Information

ESU 7 Chief Administrator

Dr. Larianne Polk

[lpolk@esu7.org](mailto:lpolk@esu7.org)

402-564-5753

ESU 7 Special Education Director

Tami Clay

[tclay@esu7.org](mailto:tclay@esu7.org)

402-564-0815

ESU 7 Level III Principal

Cara Neesen

[cneesen@esu7.org](mailto:cneesen@esu7.org)

402-564-5753

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**NEGOTIATED  
AGREEMENT**

**BETWEEN**

**DAVID CITY PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**AND**

**DAVID CITY EDUCATION  
ASSOCIATION (DCEA)**

**FOR THE**

**2024-2025  
SCHOOL YEAR**

**Board Approved Wednesday, November 8, 2023**

## NEGOTIATED AGREEMENT

### PREAMBLE

This agreement made and entered into this **8th day of November, 2023** by and between the Board of Education of the School District of David City in the county of Butler, in the State of Nebraska (hereinafter referred to as the “Board”) and the David City Education Association (hereafter referred to as the “Association”). This agreement shall be effective for the **2024-2025** school year. For purposes of this agreement, contract years shall be mean for compensation and benefit purposes the **2024-2025** fiscal year of the School District beginning **September 1, 2024** and ending **August 31, 2025**, and for certificated employee employment purposes the **2024-2025** school year as set forth in the **2024-2025** school year calendar adopted by the Board of Education. Notwithstanding any of the provisions of this agreement, as used herein, the term teacher, certificated employee, or employee, means the David City Public School District’s certificated employees as defined by Neb. Rev Stat. § 79-824, excluding administrators as defined in Neb. Rev Stat. § 79-101.

### I

#### RECOGNITION

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all teachers employed by the District.

Teacher shall mean all certificated teaching personnel employed by the District and shall specifically exclude the Superintendent, principals, special services director, **activities director**, school psychologist, speech pathologists, school nurses, and full-time substitute teachers.

### II

#### SALARIES

The salary for the teachers shall be determined by the salary schedule attached as Appendix A to this agreement.

- A. A teacher wishing to move horizontally on the salary schedule must meet the following criteria:
1. All hours beyond the BA must be graduate hours. All hours beyond the BA must be earned after the bachelor’s degree was completed and all hours beyond the MA must be earned after the master’s degree was completed. Graduate credit must be in a college recognized to give graduate credit, and must be listed as graduate hours by the institution.
  2. Additional courses must be in the teacher’s teaching assignment area or be a part of an approved program working toward an advanced degree in education.
  3. If a teacher wishes to take courses not meeting the criteria in parts (1) or (2) of this section, and wishes to count them toward advancement on the salary schedule, this may be done providing the Superintendent gives his written approval in advance.
  4. Credits earned after the opening day of school will not be counted towards the salary schedule until the next contract year.
  5. It is a teacher’s responsibility to notify the Superintendent’s office in writing no later than October 15th if the teacher intends to move horizontally on the salary schedule for the coming school term. The information will be used for negotiations and budgeting purposes. If the teacher fails to notify the Superintendent’s office by June 15th, he/she may not be advanced horizontally for the coming school year.
  6. It is the responsibility of the teacher to see that complete transcripts of all college credit earned, which are pertinent to the teacher’s placement on the salary schedule or pertinent to meeting state accreditation standard, shall be on file in the Superintendent’s office.

7. If a teacher wants to move horizontally on the salary schedule, the official transcripts, or other official verification as approved by the Superintendent, must be in the Superintendent's office on or before September 1.
- B. Allowable experience must have been gained from a comparable position. In all cases, years of experience must be verified and be for full-time employment.
- C. A teacher may make only one vertical step per year unless they were previously frozen. A teacher may move more than one column horizontally.

### **III EXTRA DUTY PAY**

The extra duty pay for the teachers shall be determined by the extra duty pay schedule attached as Appendix B to this agreement.

Allowable coaching experience must have been gained from a comparable position. In all cases, years of coaching experience must be verified and the administration/Board of Education will have final discretion in placement on the extra duty schedule for allowable coaching experience.

When moving up to a higher position in the same type of duty, no experience will be allowed. The exception to this will be when dollars will be lost by the individual when accepting a higher position. In this event, the individual will be placed on the schedule at the point where no dollars will be lost and will begin their experience at the first year on that step.

When moving from a higher position to a lower position in the same type of duty, all years of experience will be allowed but may result in lower pay. (Example: teacher moves from head football to junior high football.)

Experience will accumulate only from the time a duty became a paid position.

### **IV MISCELLANEOUS**

- A. All teachers will be required to work three (3) extracurricular events. For each extra duty assignment that a teacher fulfills, one event will be subtracted from the three-event requirement. For example, a teacher who coaches two sports would only be required to work one event instead of three. Compensation will be subject to Board Policy 4410. A teacher who helps with concessions will be paid and it will count towards the three-event requirement as long as they are not there as the sponsor of the organization. For example, if FCCLA is working concessions, the FCCLA sponsor could not count that towards the three-event requirement. Additional assignments to work an event will be made at the discretion of the Superintendent and/or his designee (Activities Director) and will be considered mandatory unless a suitable replacement can be found by the teacher assigned and it is approved by the Superintendent and/or his designee.
- B. The Association and its members shall be allowed to make reasonable use of the School District's communication system to conduct DCEA business. Such use shall not cause an interruption of the educational programs of the school.
- C. All teachers and their families (spouse and children in 12<sup>th</sup> grade or below) will be admitted to home extracurricular events free.

**V**  
**INSURANCE**

**A. Health Insurance**

1. The Board of Education will pay insurance equal to Blue Preferred--\$1050 deductible premium for full Employee, Employee and Children, Employee and Spouse, or Employee, Spouse and Children membership health insurance through Blue Cross/Blue Shield each month the contract is in force. Eligible employees may choose the \$3800 high deductible HSA plan instead of the \$1050 deductible plan and the District will contribute the 12-month difference in premiums (September through August) into the employees' HSA account in January of 2024. For example, with the current premium rates, an employee with single insurance would receive \$1534.44; an employee with employee and children insurance would receive \$2838.48; an employee with employee and spouse insurance would receive \$3222.00; and an employee with family insurance would receive \$4326.60. Employees who do not fulfill their contractual obligations would be required to return the prorated portion to the district upon their resignation or cancellation/termination of their contract. Single dental will be paid for PPO 100% A, 75% B, and 50% C coverage (Option 2). If both husband and wife are employed by the School District, the Board of Education will also pay family dental insurance.

2. For teachers who are employed less than full time, the Board will pay the pro rata share of the premium which equals the percentage employment.

3. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

**B. Disability Insurance**

The Board will make available a long-term disability insurance program. All premiums will be paid by the employee.

**VI**  
**EXTRA COMPENSATION PAY AND TUITION REIMBURSEMENT**

1. Upon successful completion of a Master's Degree, a one-time sum of \$500 will be paid to the teacher.
2. Teachers who cover another teacher's class during their prep period will be compensated at \$16.00 per 50-minute class period or \$8.00 per 25-minute class period covered. Assignments will be at the discretion of the administration and will be considered mandatory.
3. Teachers involved in writing curriculum will be compensated for "extra" time at the rate of \$20.00 per hour. The time involved must be pre-approved by the Superintendent or Superintendent's designee.
4. Teachers involved with school improvement projects, acting as a project leader or investing extended time in the development, data collection, or research will be compensated for "extra" time at the rate of \$20.00 per hour. The time involved must be pre-approved by the Superintendent or Superintendent's designee.
5. Teachers who cover detention duty after school or Saturday school will be compensated at the rate of \$16.00 per hour.
6. Teachers who supervise the weight room before or after school or during the summer will be compensated at the rate of \$12.00 per hour.
7. Teachers chosen to teach summer school, such as Jump Start or STEM Camp, will be compensated at the rate of \$30.00 per hour.

8. The Board of Education will allocate \$15,000 each contract year (August 1 – July 31) for tuition reimbursement to certified staff who take master’s level courses in a field of study that would allow them to each dual credit courses. For example, a math teacher could take graduate level math courses so they could eventually teach a dual credit course such as college algebra or statistics. Teachers could also take graduate level courses so they could earn an endorsement in an area the district recognizes as a need. For example, an elementary teacher could take special education courses so they could eventually receive an endorsement and teach special education courses. Priority will be given to teachers willing and able to teach dual credit courses. In order to qualify for tuition reimbursement, the certified staff member would make a request to the Superintendent and seek approval prior to taking the course. Upon successful completion of the course, the certified staff member would bring a copy of the transcript and paid statement to the Superintendent who would submit the reimbursement request at the August school board meeting. Reimbursement is contingent upon the certified staff member teaching in the school district the following year. For example, a certified staff member asking for tuition reimbursement for a class taken in the fall of 2024, spring of 2025, or summer of 2025 would receive reimbursement in August of 2025 only if the certified staff member teaches in the district the 2025-26 school year. A certified staff member would be limited to 9 credit hours for reimbursement purposes each contract year. The application deadlines would be August 1st for the fall semester, December 1st for the spring semester, and May 1st for the summer term. Applications cannot be submitted more than 15 days in advance of each deadline.
9. Teachers who teach a distance learning course will be paid \$500 per course per section per semester.
10. Teachers who teach a dual credit course will be paid \$500 per course per section per semester.
11. Teachers who are newly hired for the 2024-25 school year will receive a \$1500 signing stipend in August of 2024 if they are new to the profession. Teachers who are newly hired for the 2024-25 school year will receive a \$750 signing stipend in August of 2024 if they are new to the school district but not new to the profession.
12. Teachers who were employed for the school district for the 2023-24 school year and sign a contract and return to the school district for the 2024-25 school year will receive a \$750 retention stipend in August of 2024. **The retention stipend will be eliminated after August of 2024 since the federal grant money will no longer be available.**
13. DCEA will allow the district to apply for grants targeted at attracting and retaining quality staff. For example, if the school district receives a grant from the Department of Labor or the Nebraska Department of Education, the funds can be paid to the eligible employees. DCEA President and Head Negotiator will be notified in advance of funds being distributed.

## VII PROFESSIONAL LEAVE

A certified school employee who is an officer or director of a state, regional, or national professional organization or who is appointed or elected as a delegate to the business meeting of such an organization in accordance with the rules or by-laws of such organizations, or who is appointed to serve on a work committee of such an organization, will be granted, not to exceed two days of leave annually, without the loss of pay from school duties to attend a state, regional or national meeting of the organization to fulfill such duties. But such leave with pay shall not occur more frequently than three years out of every five years while employed by the District.

A school employee who is requested by a recognized state educational agency, such as the State Department of Public Instruction, The State Department of Vocational Education, or a state teacher-education institution, to serve on a work committee may also be granted two days of leave annually.

Each certified teacher shall also be allowed two (2) days of non-cumulative professional leave per year. The professional leave is to be used at the approval of the administration. This leave is to be used for attending professional functions, observing other educational programs, or other programs which may reasonably be expected to enhance the employee's professional capabilities.

### **VIII SABBATICAL LEAVE**

After a teacher has been employed by the District for a period of five (5) years, the teacher may apply for a leave of absence of up to one year with or without pay to do further study, to travel abroad, to teach in a college or university. The Board will carefully consider such a request, and if a suitable substitute teacher can be employed for the period of such absence, the request may be granted. Requests must be made in writing to the Superintendent no later than March 1 of the school year prior to the leave. Any teacher granted such leave shall be restored at request to his/her former teaching position at the completion of said leave.

### **IX SICK LEAVE**

At the beginning of the year, each contracted employee shall be credited for ten (10) days per year sick leave without loss of pay. The time granted under this leave may be used for personal illness, personal disability, or family health care that cannot be handled during non-school hours. Family health care is defined as parents, father-in-law, mother-in-law, children, brother, sister, spouse, grandparents, and great-grandparents. The unused portion of sick leave shall be accumulative from year to year up to a total of forty-five (45) days.

Once the maximum accumulation for sick leave is reached, unused sick leave days remaining from a prior contract year shall be subtracted from the number of sick leave days the employee is to be given for the following contract year, such that the total sick leave days at the beginning of each contract year be no more than the maximum accumulation (eg. if the employee has 40 unused accumulated sick days, the employee would get only 5 additional days in the subsequent contract year, and begin the year with 45 sick days). There is no pay for unused sick leave except as provided in the negotiated agreement.

If the Superintendent or School Board so requests, employees claiming sick leave privileges shall file a doctor's certificate attesting to such personal illness or personal disability, further attesting to the dates which such employee was medically unable to work. Also included is death in employee's immediate family defined as parents, children, brother, sister, spouse, grandparents, great-grandparents, brother-in-law, sister-in-law, uncle, aunt, cousin, niece, and nephew of employee and his/her spouse. Also included is attendance of a funeral of anyone else the employee has a relationship with and attendance would be reasonably expected (for example, but not limited to, a friend, neighbor, current or former coworker or colleague).

An employee who is temporarily ill or disabled from a medically determined condition relating to pregnancy, termination of pregnancy and child delivery, shall be considered personally ill or personally disabled under this policy.

Sick days will be granted in quarter-day (2 hour) increments ie. one-quarter (2 hours), one-half (4 hours), three-quarters (6 hours), or full-days (8 hours).

### **UNUSED SICK LEAVE**

In the event a teacher leaves the district, payment in the amount of \$25 per day for up to twenty (20) days of unused sick leave will be granted to the teacher if they have completed 5 to 10 years of employment with the district; \$25 per day for up to 25 days of unused sick leave will be granted to the teacher if they have completed 11 to 15 years of employment with the district; \$25 per day for up to thirty (30) days of unused sick leave will be granted to the teacher if they have completed 16 to 20 years of employment

with the district; and \$25 per day for up to thirty-five (35) days of unused sick leave will be granted to the teacher if they have completed more than 20 years of employment with the district.

## **X PERSONAL LEAVE**

Each certified employee shall be eligible for three (3) days of personal leave per year with no carry over to the next year. After ten years of continuous employment, a certified staff member shall be eligible for one (1) additional day of personal leave per year (total of four - 4) with no carry over to the next year. After twenty years of continuous employment, a certified staff member shall be eligible for two (2) additional days of personal leave per year (total of five - 5) with no carry over to the next year.

Restrictions are:

1. Principal (or in the absence of the principal--the Superintendent) is to be notified of the employee's intentions at least three (3) days in advance (except in case of emergency).
2. No more than two teachers per day-per building will be granted personal leave. In special circumstances, the administration has the authority to allow more than two (2) personal leaves per building.
3. Teachers should realize this is a privilege and that this leave should not be abused.
4. Teachers will not be granted personal leave on professional development days or parent-teacher conference days without unanimous approval from the Superintendent, building principal, DCEA President, and DCEA lead negotiator.

Personal days will be granted in quarter-day (2 hour) increments ie. one-quarter (2 hours), one-half (4 hours), three-quarters (6 hours), or full-days (8 hours).

## **UNUSED PERSONAL LEAVE**

In the event a teacher does not use his/her personal leave, payment in the amount equal to the daily substitute teacher pay for up to five (5) days of unused personal leave will be granted to the teacher.

## **XI GRIEVANCE PROCEDURE**

### **PURPOSE**

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise concerning the interpretation, application, or meaning of terms and conditions of employment in this School District.

### **DEFINITION OF TERMS**

1. Grievance - claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, or group of teachers, and/or the interpretation, meaning or application of any of the policies, rules, or terms of this agreement.
2. Grievant - Teacher or group of teachers making the claim.
3. Party in Interest - Teacher or group of teachers making the claim, any person who might be required to act, or against whom action might be taken, in order to resolve the claim.
4. The term "days" shall mean days when school is in session except that when a grievance is filed on or after May 15, "days" shall refer to Mondays through Fridays, excepting legal holidays.

5. No grievance shall be recognized unless it is filed at the appropriate level within fifteen (15) days after the occurrence of the event which is the subject of the grievance.
6. The inclusion of time limits in this policy is for the purpose of insuring prompt action. In circumstances where the grievant does not pursue the next step of the procedure within the time period specified, unless there is a mutually agreed extension of time, the grievance shall be deemed settled and no further action shall be required. In the absence of a written reply to a grievance by the appropriate administrator within the required time period, the grievance shall be considered to have been denied and the grievant may submit the grievance in writing to the next level.
7. No reprisals of any kind shall be taken against any employee who utilizes the grievance procedure.
8. All grievance meetings and hearings under this procedure shall be conducted in private and shall only include the administration's representatives and the grievant and his/her designated representatives. All parties shall have the right to record the proceedings of any hearing or meeting at all formal steps of the grievance procedure. Hearings before the Board of Education shall be closed, unless both parties agree to an open meeting.

## **PROCEDURES**

### *LEVEL ONE*

The grievant shall first make an appointment, within fifteen (15) days of the incident, to discuss the matter with his or her principal or immediate supervisor. Every effort will be made to resolve the grievance informally at this level. The principal or immediate supervisor shall give an oral response to the grievant within five (5) days after the initial discussion.

### *LEVEL TWO*

In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant shall put the grievance in writing, sign it, and submit it to the principal or immediate supervisor within five (5) days after the oral response at Level One. The principal or immediate supervisor must submit a written answer within five (5) days after receipt of the written grievance.

### *LEVEL THREE*

In the event the grievant is not satisfied with the resolution of the grievance at Level Two, the grievant may submit the written grievance within five (5) days thereafter to the Superintendent. The Superintendent of Schools will respond in writing to the written grievance within five (5) days thereafter.

### *LEVEL FOUR*

In the event the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may submit the written grievance to the Board of Education who will convene a grievance committee. The grievance committee will consider all relevant evidence presented in connection with the grievance and may request individuals to testify before the committee. Within twenty (20) days after receipt of the written grievance, the grievance committee shall report to the Board of Education, and within five (5) days the Board of Education shall provide written response determining what action, if any, should be taken to resolve the grievance.

**XIII**  
**AGREEMENT**

This agreement shall be effective as of the beginning of the 2024-2025 school year and shall continue in effect until the first contract day for 2025-2026.

In witness whereof the parties hereto caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature to be placed hereon all on this 8<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Morgan Dredge, President  
David City Education Association (DCEA)

\_\_\_\_\_  
Stephanie Summers, President  
David City Public Board of Education

\_\_\_\_\_  
Jarod Ockander, Chief Negotiator  
David City Education Association (DCEA)

\_\_\_\_\_  
Stephanie Summers, Chief Negotiator  
David City Public Board of Education

The David City Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both.

Brian Hermelbracht, District Title IX Coordinator: 750 D Street David City, NE 68632  
Phone: (402)367-3187 Email: [hermelbracht@dcscoouts.org](mailto:hermelbracht@dcscoouts.org)

For information regarding the David City Public School District procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy on the district website.

**Updated Wednesday, November 8, 2023**

Appendix A: 2024-25 Salary Schedule

Appendix B: 2024-25 Extra Duty Salary Schedule

Appendix C: 2024-25 Insurance Rates

Appendix D: 2024-25 School Calendar (not part of the negotiated agreement)

Appendix E: 2024-25 Teacher Contract Days

**APPENDIX A  
DAVID CITY PUBLIC SCHOOLS  
SALARY SCHEDULE**

		<b>Base Salary</b>	<b>41,750</b>					<b>School Yr</b>	<b>2024-2025</b>
<b># of Years Experience</b>	<b>STEP</b>	<b>BA</b>	<b>BA+9</b>	<b>BA+18</b>	<b>BA+27</b>	<b>MA</b>	<b>MA+9</b>	<b>MA+18</b>	<b>MA+27</b>
0	1	1.00 \$41,750	1.04 \$43,420	1.08 \$45,090	1.12 \$46,760	1.16 \$48,430	1.20 \$50,100	1.24 \$51,770	1.28 \$53,440
1	2	1.03 \$43,003	1.07 \$44,673	1.11 \$46,343	1.15 \$48,013	1.19 \$49,683	1.23 \$51,353	1.27 \$53,023	1.31 \$54,693
2	3	1.06 \$44,255	1.10 \$45,925	1.14 \$47,595	1.18 \$49,265	1.22 \$50,935	1.26 \$52,605	1.30 \$54,275	1.34 \$55,945
3	4	1.09 \$45,508	1.13 \$47,178	1.17 \$48,848	1.21 \$50,518	1.25 \$52,188	1.29 \$53,858	1.33 \$55,528	1.37 \$57,198
4	5	1.12 \$46,760	1.16 \$48,430	1.20 \$50,100	1.24 \$51,770	1.28 \$53,440	1.32 \$55,110	1.36 \$56,780	1.40 \$58,450
5	6	1.15 \$48,013	1.19 \$49,683	1.23 \$51,353	1.27 \$53,023	1.31 \$54,693	1.35 \$56,363	1.39 \$58,033	1.43 \$59,703
6	7	1.18 \$49,265	1.22 \$50,935	1.26 \$52,605	1.30 \$54,275	1.34 \$55,945	1.38 \$57,615	1.42 \$59,285	1.46 \$60,955
7	8	1.21 \$50,518	1.25 \$52,188	1.29 \$53,858	1.33 \$55,528	1.37 \$57,198	1.41 \$58,868	1.45 \$60,538	1.49 \$62,208
8	9	1.24 \$51,770	1.28 \$53,440	1.32 \$55,110	1.36 \$56,780	1.40 \$58,450	1.44 \$60,120	1.48 \$61,790	1.52 \$63,460
9	10	x	1.31 \$54,693	1.35 \$56,363	1.39 \$58,033	1.43 \$59,703	1.47 \$61,373	1.51 \$63,043	1.55 \$64,713
10	11	x	x	1.38 \$57,615	1.42 \$59,285	1.46 \$60,955	1.50 \$62,625	1.54 \$64,295	1.58 \$65,965
11	12	x	x	x	1.45 \$60,538	1.49 \$62,208	1.53 \$63,878	1.57 \$65,548	1.61 \$67,218
12	13	x	x	x	x	1.52 \$63,460	1.56 \$65,130	1.60 \$66,800	1.64 \$68,470
13	14	x	x	x	x	x	1.59 \$66,383	1.63 \$68,053	1.67 \$69,723
14	15	x	x	x	x	x	x	1.66 \$69,305	1.70 \$70,975
15	16	x	x	x	x	x	x	x	1.73 \$72,228

**All hours beyond the BA must be earned after the bachelor's degree was completed.  
All hours beyond the MA must be earned after the master's degree was completed.**

<b>APPENDIX B</b>							
<b>DAVID CITY PUBLIC SCHOOLS</b>						Base	41,750
<b>EXTRA DUTY SALARY SCHEDULE</b>						School Yr	2024-2025
Each employee shall be paid the following percent of the base salary for each extra duty assigned.							
	1-5 YEARS		6-10 YEARS		11+ YEARS		
<b>HIGH SCHOOL ATHLETICS</b>							
Head Coach FB, VB, BB, WR, TR	11.00%	\$4,593	13.75%	\$5,741	16.50%	\$6,889	
Head Coach SB, Golf, XC	9.25%	\$3,862	11.00%	\$4,593	12.75%	\$5,323	
Fresh/Assistant Coach	7.50%	\$3,131	9.25%	\$3,862	11.00%	\$4,593	
Assistant Golf	3.75%	\$1,566	4.75%	\$1,983	5.75%	\$2,401	
Strength & Condition Program Coord	7.50%	\$3,131					
Weight Room Supervisor	\$12 per hour		max 2 hrs school days; 4 hrs summer days				
<b>MIDDLE SCHOOL ATHLETICS</b>							
Head Coach FB, VB, BB, WR, TR	5.50%	\$2,296	7.50%	\$3,131	9.50%	\$3,966	
Head Coach XC (& Asst HS XC)	3.75%	\$1,566	5.50%	\$2,296	7.25%	\$3,027	
Assistant Coach	3.75%	\$1,566	4.75%	\$1,983	5.75%	\$2,401	
Additional 2% will be paid to middle school football coaches if a co-op with another school exists.							
<b>FINE ARTS DEPARTMENT</b>							
Secondary Music	11.00%	\$4,593	13.00%	\$5,428	14.75%	\$6,158	
Elementary Music	4.00%	\$1,670	6.00%	\$2,505	8.00%	\$3,340	
Speech	11.00%	\$4,593	13.00%	\$5,428	14.75%	\$6,158	
Assistant Speech	5.50%	\$2,296	7.25%	\$3,027	9.00%	\$3,758	
Junior High Speech	3.75%	\$1,566	5.50%	\$2,296	7.25%	\$3,027	
Play Production	9.25%	\$3,862	11.00%	\$4,593	12.75%	\$5,323	
Assistant Play Production	4.75%	\$1,983	6.50%	\$2,714	8.25%	\$3,444	
Yearbook & Scoop	6.75%	\$2,818	8.75%	\$3,653	10.75%	\$4,488	
Assistant Yearbook & Assistant Scoop	4.75%	\$1,983	6.75%	\$2,818	8.75%	\$3,653	
<b>CLUB SPONSORS</b>							
FFA	5.50%	\$2,296	7.50%	\$3,131	9.25%	\$3,862	
Assistant FFA	5.50%	\$2,296	7.50%	\$3,131	9.25%	\$3,862	
FCCLA	9.50%	\$3,966	11.25%	\$4,697	13.00%	\$5,428	
Dance	4.75%	\$1,983	6.50%	\$2,714	8.25%	\$3,444	
Assistant Dance	2.00%	\$835	3.00%	\$1,253	4.00%	\$1,670	
Cheer	7.50%	\$3,131	8.50%	\$3,549	9.50%	\$3,966	
Assistant Cheer	3.00%	\$1,253	4.00%	\$1,670	5.00%	\$2,088	
E-Sports	3.75%	\$1,566	4.75%	\$1,983	5.75%	\$2,401	
Quiz Bowl	3.75%	\$1,566	4.75%	\$1,983	5.75%	\$2,401	
High School Student Council	2.75%	\$1,148	3.75%	\$1,566	4.75%	\$1,983	
Elementary Student Council (2)	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
STAY-U (Drug Free Group)	2.75%	\$1,148	3.75%	\$1,566	4.75%	\$1,983	
National Honor Society	2.75%	\$1,148	3.75%	\$1,566	4.75%	\$1,983	
Senior Class (2)	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
Junior Class	2.75%	\$1,148	4.75%	\$1,983	6.50%	\$2,714	
Assistant Junior Class	2.00%	\$835	3.00%	\$1,253	4.00%	\$1,670	
Sophomore Class	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
Freshmen Class	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
Ambassadors (School Unity Group)	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
EHA Reps (2)	1.00%	\$418	2.00%	\$835	3.00%	\$1,253	
School Improvement Member	5.50%	\$2,296					
New Teacher Mentor	2.00%	\$835					
<b>Extra 2% incentive for high school coaches and sponsors</b>							
FB if team qualifies for round of 16 in playoffs							
SB/VB/BB if team is district champion or district runner-up (top 16)							
XC/Golf if team qualifies for state (top 12)							
WR/TR/Speech if team finishes in the top 10 at state meet/tournament							
Play Production if team is district champion or district runner-up							

**Educators Health Alliance**  
**Renewal Rates for Health, Dental, and Dual Choice Options**  
**Effective September 1, 2024**  
**Standard Rates Only (Excluding Discounts or Surcharges)**

Health Coverage - Active Employees	Network	Renewal Rates -- Standard			
		Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
\$650 Deductible	Network Blue	\$862.91	\$1,596.38	\$1,812.09	\$2,433.17
\$850 Deductible	Network Blue	\$839.59	\$1,553.27	\$1,763.16	\$2,367.47
\$1,050 Deductible	Network Blue	\$818.18	\$1,513.66	\$1,718.19	\$2,307.10
\$1,200 Deductible	Network Blue	\$804.30	\$1,487.93	\$1,688.98	\$2,267.88
\$1,450 Deductible	Network Blue	\$790.59	\$1,462.65	\$1,660.24	\$2,229.31
\$1,900 Deductible	Network Blue	\$757.37	\$1,401.17	\$1,590.47	\$2,135.62
\$4,000 Deductible HSA-Eligible	Network Blue	\$613.62	\$1,135.25	\$1,288.64	\$1,730.30
\$2,500 Deductible (Dual Choice Only)	Network Blue	\$690.31	\$1,277.12	\$1,449.69	\$1,946.55
\$3,800 Deductible HSA-Eligible (Dual Choice Only)	Network Blue	\$690.31	\$1,277.12	\$1,449.69	\$1,946.55

Health Coverage - Retirees	Network	Renewal Rates			
		Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
\$1,050 Deductible	Network Blue	\$916.49	\$1,624.69	\$1,924.62	\$2,432.88
\$4,000 Deductible HSA-Eligible	Network Blue	\$687.39	\$1,218.53	\$1,443.51	\$1,824.65
\$2,500 Deductible	Network Blue	\$773.30	\$1,370.79	\$1,623.87	\$2,052.68
\$3,800 Deductible HSA-Eligible	Network Blue	\$773.30	\$1,370.79	\$1,623.87	\$2,052.68

Dental Coverage	Network	Renewal Rates			
		Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
100% A, 75% B Coverage - Option 1	Network BLUE Dental	\$27.97	\$51.72	\$58.70	\$78.85
100% A, 80% B, 70% C Coverage - Option 3	Network BLUE Dental	\$59.38	\$109.88	\$124.70	\$167.46
PPO - 100% A, 75% B, 50% C Coverage - Option 2	Network BLUE Dental	\$30.13	\$55.70	\$63.23	\$84.95
PPO - 100% A, 80% B, 80% C, 50% D Coverage - Option 4	Network BLUE Dental	\$54.06	\$100.02	\$113.56	\$152.51
PPO - 100% A, B, & C Coverage - Option 5	Network BLUE Dental	\$59.16	\$109.47	\$124.27	\$166.90

July							August							September							October							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24*	25	26	
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31			

November							December							January							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4							1
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	23	24	25	26	27	28		

March							April							May							June								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1				1	2	3	4	5						1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21		
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28		
23	24	25	26	27*	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30							
30	31																												

Reporting Periods	Student	Teacher
August 5 - October 11	43	48+
October 14 - December 20	45 88	46 94+
January 3 - March 13	47	49
March 18 - May 22	43 90	45+ 94+
Total Days in Session	178	189
Teacher Contract Days		187

Key	
24*	pK-12 P/T Conf 12noon-8pm; No School For Students
11	End of Quarter Oct 11, Dec 20, Mar 13, May 22
2	School NOT in Session
30	Staff Prof Dev Day; No School For Students
14	New Quarter Aug 12, Oct 14, Jan 6, Mar 18
12-	1:30 Dismissal Aug 12, Dec 20, May 22
Jan 1 & 2	- School NOT in Session
Jan 3	- Staff Prof Dev Day; No School For Students
Jan 6	- 3rd Quarter Begins
Jan 24	- DC WR Inv; Staff Work Day; No School For Students
Feb 21	- School NOT in Session
Mar 13	- End of 3rd Qtr (47 Days)
Mar 14	- School NOT in Session
Mar 17	- School NOT in Session; Possible Dist Speech Host
Mar 18	- 4th Quarter Begins
Mar 27	- pK-12 P/T Conf 12noon-8pm; No School For Students
Mar 28	- School NOT in Session
Apr 17	- Staff Prof Dev Day; No School For Students
Apr 18	- School NOT in Session
Apr 21	- School NOT in Session
May 14	- Seniors Last Day
May 17	- Graduation at 1pm
May 22	- End of 4th Qtr (43/90 Days); 1:30 Dismissal
May 23	- Staff Work Day 8am-12n; No School For Students

- Aug 5 - New Teachers and Mentors Work Day
- Aug 6,7,8,9 - Staff Prof Dev Days; No School For Students
- Aug 9 - Open House; Elem - 5pm; HS - 6pm
- Aug 12 - First Day of School For Students; 1:30 Dismissal
- Sept 2 - Labor Day; School NOT in Session
- Sept 30 - Staff Prof Dev Day; No School For Students
- Oct 11 - End of 1st Quarter (43 Days)
- Oct 14 - 2nd Quarter Begins
- Oct 24 - pK-12 P/T Conf 12noon-8pm; No School For Students
- Oct 25 - School NOT in Session
- Nov 27,28,29 - Thanksgiving; School NOT in Session
- Dec 20 - End of 2nd Qtr (45/88 Days); 1:30 Dismissal
- Dec 22 through 26 - NSAA Practice Moratorium
- Dec 21 through Jan 5 - School NOT in Session

2 snow days already built into the calendar, however, Mar 28, Apr 17, & Apr 21 could be student days if necessary

<b>2024-25 Teacher Contract Days</b>			
<b>189 Days; 2 Snow Days</b>			
<b>187 Per Contract</b>			
<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>
Aug 5 - New Teacher Only	Oct 14 (1)	Jan 3 - Teacher Only	Mar 18 (1)
Aug 6 - Teacher Only	Oct 15 (2)	Jan 6 (1)	Mar 19 (2)
Aug 7 - Teacher Only	Oct 16 (3)	Jan 7 (2)	Mar 20 (3)
Aug 8 - Teacher Only	Oct 17 (4)	Jan 8 (3)	Mar 21 (4)
Aug 9 - 1.5 Teacher Only	Oct 18 (5)	Jan 9 (4)	Mar 24 (5)
Aug 12 (1)	Oct 21 (6)	Jan 10 (5)	Mar 25 (6)
Aug 13 (2)	Oct 22 (7)	Jan 13 (6)	Mar 26 (7)
Aug 14 (3)	Oct 23 (8)	Jan 14 (7)	Mar 27 - Teacher Only
Aug 15 (4)	Oct 24 - Teacher Only	Jan 15 (8)	Mar 31 (8)
Aug 16 (5)	Oct 28 (9)	Jan 16 (9)	Apr 1 (9)
Aug 19 (6)	Oct 29 (10)	Jan 17 (10)	Apr 2 (10)
Aug 20 (7)	Oct 30 (11)	Jan 20 (11)	Apr 3 (11)
Aug 21 (8)	Oct 31 (12)	Jan 21 (12)	Apr 4 (12)
Aug 22 (9)	Nov 1 (13)	Jan 22 (13)	Apr 7 (13)
Aug 23 (10)	Nov 4 (14)	Jan 23 (14)	Apr 8 (14)
Aug 26 (11)	Nov 5 (15)	Jan 24 - Teacher Only	Apr 9 (15)
Aug 27 (12)	Nov 6 (16)	Jan 27 (15)	Apr 10 (16)
Aug 28 (13)	Nov 7 (17)	Jan 28 (16)	Apr 11 (17)
Aug 29 (14)	Nov 8 (18)	Jan 29 (17)	Apr 14 (18)
Aug 30 (15)	Nov 11 (19)	Jan 30 (18)	Apr 15 (19)
Sept 3 (16)	Nov 12 (20)	Jan 31 (19)	Apr 16 (20)
Sept 4 (17)	Nov 13 (21)	Feb 3 (20)	Apr 17 - Teacher Only
Sept 5 (18)	Nov 14 (22)	Feb 4 (21)	Apr 22 (21)
Sept 6 (19)	Nov 15 (23)	Feb 5 (22)	Apr 23 (22)
Sept 9 (20)	Nov 18 (24)	Feb 6 (23)	Apr 24 (23)
Sept 10 (21)	Nov 19 (25)	Feb 7 (24)	Apr 25 (24)
Sept 11 (22)	Nov 20 (26)	Feb 10 (25)	Apr 28 (25)
Sept 12 (23)	Nov 21 (27)	Feb 11 (26)	Apr 29 (26)
Sept 13 (24)	Nov 22 (28)	Feb 12 (27)	Apr 30 (27)
Sept 16 (25)	Nov 25 (29)	Feb 13 (28)	May 1 (28)
Sept 17 (26)	Nov 26 (30)	Feb 14 (29)	May 2 (29)
Sept 18 (27)	Dec 2 (31)	Feb 17 (30)	May 5 (30)
Sept 19 (28)	Dec 3 (32)	Feb 18 (31)	May 6 (31)
Sept 20 (29)	Dec 4 (33)	Feb 19 (32)	May 7 (32)
Sept 23 (30)	Dec 5 (34)	Feb 20 (33)	May 8 (33)
Sept 24 (31)	Dec 6 (35)	Feb 24 (34)	May 9 (34)
Sept 25 (32)	Dec 9 (36)	Feb 25 (35)	May 12 (35)
Sept 26 (33)	Dec 10 (37)	Feb 26 (36)	May 13 (36)
Sept 27 (34)	Dec 11 (38)	Feb 27 (37)	May 14 (37)
Sept 30 - Teacher Only	Dec 12 (39)	Feb 28 (38)	May 15 (38)
Oct 1 (35)	Dec 13 (40)	Mar 3 (39)	May 16 (39)
Oct 2 (36)	Dec 16 (41)	Mar 4 (40)	May 19 (40)
Oct 3 (37)	Dec 17 (42)	Mar 5 (41)	May 20 (41)
Oct 4 (38)	Dec 18 (43)	Mar 6 (42)	May 21 (42)
Oct 7 (39)	Dec 19 (44)	Mar 7 (43)	May 22 (43)
Oct 8 (40)	Dec 20 (45)	Mar 10 (44)	May 23 - 0.5 Teacher
Oct 9 (41)		Mar 11 (45)	Last Day
Oct 10 (42)		Mar 12 (46)	
Oct 11 (43)		Mar 13 (47)	
43 Student	45 Student	47 Student	43 Student
48.5 Teacher	46 Teacher	49 Teacher	45.5 Teacher
	88 Student		91 Student
	94.5 Teacher		94.5 Teacher

October 31, 2023

Board of Education

Dear David City Board of Education:

The David City Education Association continues to represent all non-supervisory certificated employees employed as teachers, counselors, and program specialists employed by David City Public Schools for the 2025-2026. The Association requests that the David City Board of Education recognize the Association as the exclusive bargaining agent for those non-supervisory certificated employees. Thanks for your time and hard work.

Sincerely,



Jarod F. Ockander  
David City Education Association