

David City Public School Board of Education
Regular Board Meeting
Wednesday, December 11, 2024 7:00 PM
Board Meeting Room at the High School
750 D St.
David City, NE 68632-1724

1. Call Meeting to Order
 - 1.1. Pledge of Allegiance
 - 1.2. Open Meetings Statement
 - 1.3. Attendance/Absence Approval
2. Staff and Student Involvement
 - 2.1. Student Board Member Reports
 - 2.2. CTE Dept Update
 - 2.3. E-Sports Update
3. Public Forum
4. Consent Agenda
 - 4.1. Approve Minutes of the Previous Meeting(s).
 - 4.2. Approve Claims Against the District
 - 4.3. Financial Reports
5. Board Committee Reports
6. Board Workshop/Conference Reports
7. Administrative Reports
 - 7.1. Dr. Denker
 - 7.2. Mr. Couch

7.3. Mr. Lindsley

7.4. Ms. Greenfield

7.5. Ms. Romshek

7.6. Ms. Daniels

7.7. Mr. Hermelbracht

8. Discussion and Action Items

8.1. Discuss the preliminary facility energy report from Facility Advocates.

8.2. Discuss, consider, and take action on resolution for required trainings.

8.3. Discuss, consider, and take action on update policy 3132 internal controls.

8.4. Discuss JAG Nebraska.

8.5. Discuss facility mapping.

8.6. Discuss the strategic planning process and next steps.

9. Personnel

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

9.2. Discuss, consider, and take action to approve new teacher contracts for the 2025-26 school year.

9.3. Enter into executive session to discuss the Supt's evaluation and contract negotiations.

9.4. Discuss, consider, and take action on Supt contract extension and compensation.

10. Future Discussion and Action Items

10.1. 2023-24 Annual Report

10.2. Rule 10 and ALICAP Safety and Security Reviews

10.3. 2025-26 School Calendar

11. Adjournment

Girls basketball started off the season with a win against the Centennial Broncos as well as Sandy Creek

Boys basketball began with a loss to Centennial and Sandy Creek

Boys Wrestling placed 2nd overall out of 17 teams at the Oneill Invite and the Blue River Panthers placed 5th.

Basketball, wrestling, One Act, speech, and choir, had the chance to make hype videos for the winter season.

The National Honor Society, FCA, Cheer and Dance, FCCLA, and Girls Basketball will participate in Christmas on the Bricks

FFA had LDEs at Cross County where they determined who would go to state in different events and contests.

One Act finished in 1st at Districts and will be heading to state!

Stay-U will have its Christmas Party to celebrate the holiday season and participants later this month.

The Cheer and Dance team performs their kid's camp routine with the elementary school on Saturday during the basketball games.

The Holiday Concert was performed on December 3, starting with elementary, then the middle school, and ending with the high school choir and band.

David City Public School Board of Education
Special Board Meeting
Wednesday, November 6, 2024 6:00 PM
ESU 7 Conference Room
2657 44th Ave
Columbus, NE 68601

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 and/or Columbus Telegram, publications 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 6:00pm.

1.1. Pledge of Allegiance

Stephanie Summers asked all attendees to stand and recite the Pledge of Allegiance.

1.2. Open Meetings Statement

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

2. Public Forum

No Public Forum

3. External Team Visit Including Dinner, School Presentation, & Board Member Interviews by External Team Members

No official action taken.

4. Adjournment

Stephanie Summers made the motion to adjourn at 8:26pm. Marcus Thoendel seconded the motion. Motion passed 6-0.

David City Public School Board of Education
Special Board Meeting
Thursday, November 7, 2024 4:00 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 and/or Columbus Telegram, publications 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

Marcus Thoendel called the meeting to order at 4:00pm.

1.1. Pledge of Allegiance

Marcus Thoendel asked all attendees to stand and recite the Pledge of Allegiance.

1.2. Open Meetings Statement

Marcus Thoendel informed all attendees that a copy of the Nebraska Open Meetings Law was posted and available for inspection.

2. Public Forum

No Public Forum

3. External Team Visit and Initial Report

Chris Prosocki, Southern Public Schools Superintendent and external team leader, presented an initial report. No official action taken.

4. Adjournment

Donnie Moravec made the motion to adjourn at 4:19 pm. Marcus seconded the motion. Motion passed 6-0.

David City Public School Board of Education
Regular Board Meeting
Wednesday, November 13, 2024 7:00 PM
Board Meeting Room at the High School
750 D St.
David City, NE 68632-1724

Notice of the meeting was given in advance by publication and posting to meet the legal requirements for public notice of meeting. The meeting notice was published in the Banner Press and Columbus Telegram, publications 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 pm.

1.1. Pledge of Allegiance

Stephanie Summers asked all attendees to stand and recite the Pledge of Allegiance.

1.2. Open Meetings Statement

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

1.3. Attendance/Absence Approval

All board members and all administration were in attendance.

2. Staff and Student Involvement

2.1. Student Board Reports
Both Student Board Members submitted reports.

2.2. Poverty Training - Teacher Feedback

Sierra Meysenburg and Tiffany Heins presented to the board.

2.3. Artificial Intelligence (AI) - Teacher Use

Austin Schafer presented to the board.

3. Public Forum

Angela Moore spoke during public comment.

4. Consent Agenda

4.1. Approve Minutes of the Previous Meeting(s)

4.2. Approve Claims Against the District

Dr. Denker discussed this month's claims with the district as provided.

4.3. Financial Reports

Dr. Denker discussed the financial reports as provided.

Marcus Thoendel made the motion to approve consent agenda items 4.1-4.3. Justin Krafka seconded the motion. Motion passed 6-0.

5. Board Committee Reports

None.

6. Administrative Reports

6.1. Dr. Denker

6.2. Mr. Couch

6.3. Mr. Lindsley

6.4. Ms. Greenfield

6.5. Ms. Romshek

6.6. Ms. Daniels

6.7. Mr. Hermelbracht

All admin submitted written reports.

7. Discussion and Action Items

7.1. Discuss, consider, and take action on the Blue River softball co-op renewal with East Butler and Shelby-Rising City for the fall of 2025 and 2026.

Kasey Kuhlman made the motion to approve the Blue River softball co-op renewal with East Butler and Shelby-Rising City for the fall of 2025 and 2026. Donnie Moravec seconded the motion. Motion passed 6-0.

7.2 Discuss, consider, and take action on the 2023-24 audit.

Donnie Moravec made the motion to approve the 2023-24 audit. Marcus Thoendel seconded the motion. Motion passed 6-0.

7.3 Discuss, consider, and take action on the 2025-26 school calendar.

Marcus Thoendel made the motion to approve the 2025-26 school calendar as provided. Donnie Moravec seconded the motion. Motion passed 6-0.

7.4. Discuss, consider, and take action on Policy 5320 Activity Transportation & Lodging.

Justin Krafka made the motion to approve Policy 5320 Activity Transportation & Lodging. Kasey Kuhlman seconded the motion. Motion passed 6-0.

7.5. Discuss, consider, and take action on Policy 9350 Order of Business.

Kasey Kuhlman made the motion to approve Policy 9350 Order of Business. Donnie Moravec seconded the motion. Motion passed 6-0.

7.6. Discuss, consider, and take action on Policy 4145 Term and Renewal of Contract. Donnie Moravec made the motion on Policy 4145 Term and Renewal of Contract. Justin Krafska seconded the motion. Motion passed 6-0.

7.7. Discuss, consider, and take action on Policy 3241 Emergency Mapping. Kasey Kuhlman made the motion to approve Policy 3241 Emergency Mapping. Marcus Thoendel seconded the motion. Motion passed 6-0.

7.8. Discuss, consider, and take action on new and updated 6000s Series Board Policies. Kasey Kuhlman made the motion to approve new and updated 6000s Series Board Policies with removing policy 6220. Stephanie Summers seconded the motion. Motion passed 6-0.

7.9. Discuss the district's long-range facility plan. No official action will be taken. Dr. Denker discussed the district's long-range facility plan with the board. No official action was taken.

7.10. Discuss the external team visit.

Dr. Denker and Mrs. Romshek presented to the board on the external team visit. NASB will assist the board and school district with the development of a new five-year strategic plan. Community engagement meetings will also be held.

8. Personnel

8.1. Discuss, consider, and take action on volunteer coach aide application.

Kasey Kuhlman made the motion to approve Scott Steager, as a volunteer coach for MS boys wrestling. Marcus Thoendel seconded the motion. Motion passed 6-0.

8.2. Discuss, consider, and take action on the 2025-26 negotiated agreement.

Marcus Thoendel made the motion to approve the 2025-26 negotiated agreement. Justin Krafska seconded the motion. Motion passed 6-0.

9. Future Discussion and Action Items

9.1. Supt Evaluation

9.2. Supt Contract Extension and Compensation

10. Adjournment

Donnie Moravec made the motion to adjourn the meeting at 9:30pm. Justin Krafska seconded the motion. Motion passed 6-0.

DC Supt Monthly Board Report
December 2024
Chad Denker, Supt

Bellwood HVAC

All four wall units in the building entry ways are not working. Woolsey ordered one motor to make sure it is the right one to install and will then order the other three if it works. Each motor costs approx. \$900 plus installation. We need to be careful so the entry ways do not get so cold that the pipes for the fire sprinkler system freeze.

Bus Repairs

We have two buses in the shop right now. One bus has a bad radiator and the other bus has brakes that fell apart and a rear tire we can't remove. One is at Northside and the other one is at Schmid and Sons. The brake and tire repair alone will cost over \$4000 to fix.

HS Elevator

The contractor started working on the elevator upgrade again. It should take two weeks and then the state inspector will need to sign off on the work.

Power Outage

The power outage caused havoc on some of our equipment. The compressor on the concession stand cooler, the starter switch on the DC Elem kitchen refrigerator, and the compressor on the FCS kitchen refrigerator all went out as a result. Lee's Refrigeration in Seward is helping us assess the damage and costs to get the units running again. One of the heaters in the greenhouse quit working so Stuppy is ordering a replacement. A couple computer monitors and an electric calculator in the district office are only working intermittently. Adam Ebbeka is finding replacements.

Grant Writer

ESU 7 has hired a grant writer. Schools will pay an annual fee for her services. She is already writing a grant to help cover the cost of the school mapping project.

Bellwood Kitchen Freezer

Seward Appliance replaced a freezer that was no longer working properly in Bellwood. The cost is approx. \$6500 for a commercial grade freezer.

Christmas Cards

The Christmas cards and gift cards to the grocery stores are ready for the board to disburse. They have already been taken to each building office. You board members can decide when you want to hand them out. I would assume you would do that next week sometime.

Staff Recognition Banquet

Please reserve Fri May 2, 2025, as the tentative date. It will be held in the basement of the city auditorium because the event center at the fairgrounds is already reserved.

Board Report
Mr. Couch
December 9, 2024

Excellence is a Habit

A couple of weeks ago, I found out that the Nebraska Department of Education was going to give David City High School an “Excellent” classification for the 2023-2024 year. That is the highest classification. The Middle School was classified as “Great” (the 2nd highest designation).

There are several factors that NDE looks at when classifying our schools each year. Standardized testing results obviously loom large, but they also look at disciplinary referrals, suspension rates, attendance, postsecondary readiness, graduation rate, SPED percentages, free and reduced lunch percentages, ELL, HAL, educator effectiveness, and per-pupil expenditures among other things. I don’t want to get into the weeds about the data they look at to assess those areas, but there’s a lot to look at when you’re trying to classify a school. We take all of these things very seriously, and in general, we’ve been trending upward over the last few years. In 2020-2021, NDE gave the HS a Good rating, and the MS was deemed Great. Same thing in 2021-2022. In 2022-2023, the HS stayed at a Good rating, but the MS jumped up to Excellent. And now the HS is Excellent and the MS is Great in the eyes of the NDE.

The reason that I wanted to discuss those classifications is twofold. First, it is obviously gratifying to see the high school and the middle school receive those designations. But that’s not the most important piece to me. My second purpose in bringing all this up is that I want the Board to understand and believe that we work just as hard in a Good year as we do in an Excellent year. We work just as hard, and we work on the same things. And sometimes that hard work yields fantastic results. But sometimes the hard work has to be its own reward, because the results fall short of what we had hoped.

The fact that NDE uses the word “Excellent” for its highest designation brings to mind (for me, anyway) a quote often attributed to Aristotle (but may have actually been said by an author named Will Durant). The quote is “We are what we repeatedly do. Excellence, then, is not an act, but a habit.”

We are what we repeatedly do. I love that notion, and I firmly believe that we all give our best effort to repeatedly do the best we can for our students. Can I predict what our classification will be for next year? No. Do I feel like we’re repeatedly doing things in our school that are worth feeling great about? You bet I do!

- We are excellent because our School Improvement Team put in so much time and effort to prepare for an external visitation, to extol our district’s virtues, to pull together data, and to seek out ways that we can improve. The visitation was a successful one, but the excellence was in the years of preparation.
- We are excellent because our Board and administration took a leap of faith and tried 8-man football because we felt it would be best for our students. We hired the right coaches who emphasized the right things, and our varsity football team ended up undefeated. The result was truly excellent, but the excellence was in the diligence, the communication, the decision-making, the trust, and the hard work.

- We are excellent because Joe Brumm believes steadfastly in the benefits of music education. He does everything he can to win students over in the MS, hoping to get as many involved in the HS as he can. The musicianship of the students who stick with Mr. Brumm through all four years of high school is truly excellent year after year, and it's wonderful when we get 1's at competitions, but the excellence is in the dedication and enthusiasm for his program that Mr. Brumm shows day in and day out.
- We are excellent because we are dedicated to service. Our student council raised \$375 (which translated to 33 Thanksgiving Meals) which they were able to deliver to the Backpack Program. Our National Honor Society raised \$393 and collected 70 items for Rural Food Connections to help out families who are food insecure. NHS also did a jersey auction during Homecoming week, and as a result, got to donate \$305 to the Genesis House. It feels great to be able to help others, but the excellence is in the empathy, the hard work, and the giving.

Those are four examples from the first semester of this year, and yet I could go on. Jarod Ockander, Payton DeMers, our cast and crew are Conference Champions, District Champions, and headed to State on Friday. Adam Ebbeka continues to grow our E-Sports program, and three of our students (Gerson Carreto, Julian Castillo, and Jhony Vicente) were Smash Bros. State Champions. Our FFA students competed at two livestock judging contests and at District LDE's, and James Farmer qualified for State. Mr. Martinez and our Foods and Nutrition Class provided desserts for our External Visitation and also did all the catering for our District One-Act Hospitality Room. I could go on, but you get the point.

So, are we excellent because the NDE says we are? I mean... I'll take it. It feels nice. But the excellence in this school is rooted in the eye contact, smiles, and warm greetings of students and staff as you move through our hallways. It grows because of our belief that All Scouts Have Power, and that through hard work and dedication, our students can accomplish anything. Sometimes it flowers into recognition and accomplishments, but the value is in the roots. The stuff we do day in and day out. The habits we form. The desire to continually improve. And I say this all the time, but it starts with the vision and support of a Board and the leadership of a Superintendent. Thank you for the opportunity you have given me, to be a part of Scout Nation. I hope you all have a beautiful and relaxing Holiday Season.

Chad Lindsley
Board Report
12/11/2024

First semester is almost over and our staff and students have been busy trying to finish out the first semester strong. Winter sports seasons are now in full swing along with several other activities still in full swing. We are looking forward to the upcoming break as we wind down the semester. Below I have highlighted a few items from this past month.

- Congrats to the one-act team for qualifying for state later this week. Hosting districts was a huge task that took a lot of people to pull off. We could not have done it without the flexibility of our teachers and students.
- The November newsletter has been sent out to all families. I have attached a copy to this report for your reference.
- The external team visit went extremely well. I was so happy to hear the team notice that our teachers, staff, and parents care about the school and the students. They used the word caring multiple times and hearing that just reinforced what we already know and why we invest so much into our students.
- The band and choir sounded great at the winter concert like always. Mr. Brumm does a great job preparing our students and developing musical talent.
- I have almost completed all my first semester observations and continue to be impressed with our teachers and what they do in their classrooms.

DAVID CITY

SECONDARY

NEWSLETTER

National Honor Society Members Give Back Through Acts of Kindness

Members of the National Honor Society (NHS) have fully embraced the true spirit of service and community this fall, carrying out a wide range of impactful acts of kindness that have made a lasting difference in both our school and the local community. One of the ways NHS members spread kindness was by greeting elementary students in the morning. With their smiles and warm welcomes, they helped start the day on a positive note, fostering a sense of school unity. Additionally, NHS members participated in recess with the younger students, engaging in friendly games and activities that helped build connections across grade levels. In another meaningful gesture, NHS members took the opportunity to recognize and thank our school board members during a special night of appreciation at a recent board meeting. In addition to offering heartfelt cards and words of gratitude, the students presented a small gift as a token of appreciation. This thoughtful act helped acknowledge the hard work and dedication of the school board, expressing thanks for the countless hours they invest in supporting and shaping our school district. One of the most exciting events was the annual jersey auction held during Homecoming. NHS members organized and ran the auction, which raised \$305.00 for a great cause. The funds were generously donated to the Genesis House, a local organization dedicated to providing shelter and support to individuals in need. This event was a perfect example of how our NHS members not only show school spirit but also give back to their community. Another notable event was the Scare Away Hunger campaign, where NHS members raised \$393.00 in addition to collecting 70 non-perishable food items. The funds and donations were given to Rural Food Connections, a local organization that helps provide food for families in need. This initiative showcased the NHS members' commitment to combating hunger in our community and helping those who are less fortunate.

-Continued on page 2



Important Dates

December 3
Holiday Concert

December 11
Board Meeting

December 20
1:30 Dismissal

December 21-Jan. 3
No School



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

NHS *(continued from page 1)*

In addition to their other acts of kindness, NHS members also volunteered their time to support the community through events like *Trunk or Treat*, where they helped create a fun and safe environment for young children to enjoy Halloween. Their involvement in restocking candy at the trunks and actively participating in the event helped create a festive atmosphere for families, showcasing their dedication to community engagement and making the occasion more enjoyable for everyone involved. Looking ahead, NHS members are also gearing up to assist with *Christmas on the Bricks*, a beloved local event that brings the holiday spirit to downtown. Many NHS students will be lending a hand by helping set up, decorating, and supporting various activities to ensure the event runs smoothly and is enjoyable for everyone. These contributions, along with the many other initiatives they've been involved in, highlight the ongoing dedication of NHS members to make a positive impact throughout the year, whether it's through seasonal events or their year-round service efforts. The various acts of kindness and community service carried out by the National Honor Society are a testament to the dedication, leadership, and generosity of these students. Through their efforts, they have made a positive difference in the lives of many, and their actions reflect the core values of the National Honor Society: scholarship, leadership, service, and character. Thank you to all NHS members for your hard work and commitment to making the world a better place, one act of kindness at a time!



Lady Scouts Volleyball: A Season of Resilience and Determination

This year, the Lady Scouts volleyball team embraced the theme "Determined to Rise." Throughout the season, the team demonstrated an unwavering commitment to overcoming challenges, growing stronger with each match, and rising together as a united force. The 2024 Lady Scouts volleyball team consisted of a talented and diverse group of 31 athletes, including 6 seniors, 8 juniors, 7 sophomores, and 10 freshmen. Each player brought something unique to the team, contributing to the success both on and off the court. The reserve team finished their season with a solid 8-5 record, while the junior varsity team wrapped up their season with an impressive 17-3 record. The varsity squad also had an outstanding season, finishing with a 24-9 record. These records are a testament to the growth, resilience, and commitment of every athlete on the team. Junior Kamryn Behrns had an outstanding season, finishing with 452 kills and achieving a career total of 1,179 kills, earning her a spot on the team's record board. Senior Addison Kuhlman also made a lasting impact, ending her career with 703 points and leaving her mark in the record books, too. Additionally, many other athletes found themselves in the Top 10. The season was filled with moments of both triumph and challenge. The Lady Scouts started strong, defeating St. Paul in three sets, setting the tone for the rest of the season. At the Plattsburgh Tournament, they battled tough competition and earned 3rd place, continuing to improve and grow with each match. Despite facing powerful teams like Norris and Raymond Central, the Lady Scouts showed their determination and resilience, emerging stronger with each challenge. While the team experienced some difficult losses, including a 0-3 result against Seward and Bishop Neumann, it was in those moments that their true strength emerged. The Lady Scouts demonstrated that rising above adversity isn't about avoiding defeat but about how they respond to it. Each setback was viewed as an opportunity for growth, unity, and determination. The Lady Scouts continued to prove their resilience in various tournaments. At the Scotus Tournament, they earned 2nd place, showing remarkable growth despite a tough loss to Scotus Central Catholic in the final. Their victory at the David City Invite was another highlight, where they defeated Aquinas, Central City, and Clarkson-Leigh, showcasing the strength of their teamwork and preparation. Even in their losses, the team learned valuable lessons. At the SNC Tournament, they faced a tough first-round loss to Milford but bounced back to finish 5th in the conference with a 4-1 record, demonstrating their ability to rise to the occasion, no matter the pressure. The Lady Scouts also excelled at the C1-7 Subdistrict Tournament, where they secured a 3-1 victory over Broken Bow. Although they were ultimately defeated by Minden, the eventual C-1 State Champions, their performance was a testament to their heart and determination. As they reflect on their season, the Lady Scouts understand that being "determined to rise" isn't just about winning matches or setting records. It's about responding to challenges with resilience, supporting each other, and coming together as a team. The lessons learned, the friendships formed, and the strength built throughout the season will continue to serve them on and off the court. The Lady Scouts volleyball team's 2024 season was truly one of growth, perseverance, and unity—an unforgettable journey marked by their relentless determination to rise.



**Lady Scouts Volleyball
School Records & Top 10 Performances**

Top Team Winning Percentage in a Season

#8 tied with the class of 1999 (73%)

Points Served in a Career

#1 Addison Kuhlman (703)

#4 Kambri Andel (484)

#7 Jaiden Ray (431)

Good Serves in a Career

#1 Addison Kuhlman (1,145)

#6 Kambri Andel (864)

Good Attacks in a Career

#1 Kamryn Behrns (2,319)

#8 Kambri Andel (1,293)

Set Assists in a Career

#3 Kambri Andel (1,425)

#10 Kaydance Smith (646)

Most Digs in a Season

#6 Jaiden Ray (315)

Ace Serves in a Career

#3 Addison Kuhlman (150)

#6 Kambri Andel (112)

Most Kills in a Career

#1 Kamryn Behrns (1179)

#8 Kambri Andel (504)

Ace Blocks in a Career

#7 Kamryn Behrns (100)

Good Sets in a Career

#4 Kambri Andel (3,689)

#9 Kaydance Smith (1,994)

Most Digs in a Career

#3 Jaiden Ray (846)

#4 Kamryn Behrns (790)

#5 Addison Kuhlman (760)

#7 Kambri Andel (611)

All-Conference Selections Academic All-State

First Team All-Conference: Kamryn Behrns Hailey Glodowski

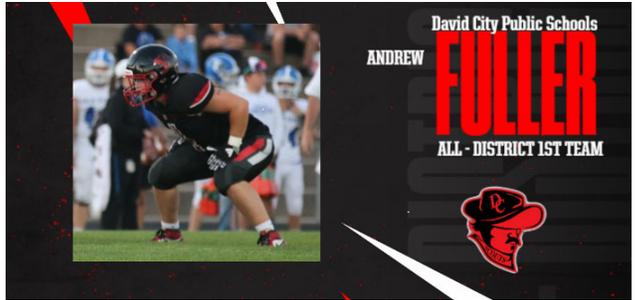
Second Team All-Conference: Kambri Andel Addison Kuhlman

Honorable Mention All-Conference: Brooke Golden



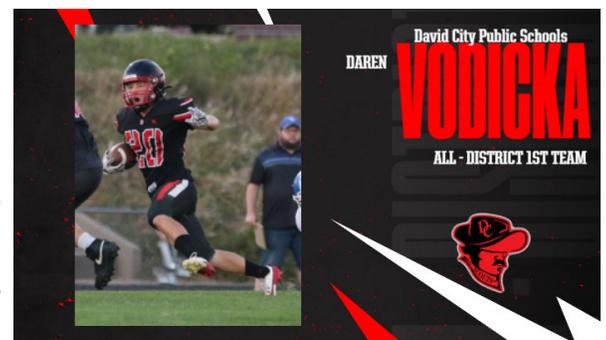
DAVID CITY FOOTBALL REINVIGORATED AFTER UNDEFEATED SEASON, DISTRICT TITLE

David City football completed its first eight-man season on Oct. 18 with a road win at Clarkson/Leigh to win the District D1-5 title. The Scouts ran the table behind a potent offense and a stingy defense with the closest win being a 48-42 win over Wisner-Pilger on Sept. 13. "Just a fantastic season. Couldn't have gone any better; the best I could have imagined," David City head coach Greg Hansen said. "The most positive thing was just to see the kids progress from summer camp to where we could win some games to, as their confidence built as the wins kept piling up, to just see the kids be confident in themselves and each other at the end of the season." David City outscored its opponents 449-146 with an average margin of victory of 37.9 points per game. The Scouts scored at least 44 points in every game and allowed a season-low six points in three consecutive games against Newman Grove/St. Edward, Twin River and Madison. "Just going from where they've been ... just the progression. We were a way better team against Clarkson/Leigh than we were versus Centennial the first game," Hansen said. "The growth and the work ethic were evident. The kids just wanted to be successful. That means more than just wins or losses. "Probably one of the most rewarding things of the year was against Wisner-Pilger. When they took the lead, you kind of look in the past and see what some of these kids went through and wonder how it might end up. For them to step up and pull that win out against a really good, playoff team ... that showed us a lot about the character of these kids." The Scouts featured a balanced offense with 1,575 rushing yards and 1,343 passing yards. David City seniors Reese Svoboda and Cameron Hlavac rushed for 624 and 557 yards, respectively. Hlavac scored 15 touchdowns on the ground and Svoboda tallied 13 touchdowns. Svoboda and junior Cohen Denker led the team in receiving. The senior caught 27 passes for 462 yards and 11 touchdowns. Denker posted 18 receptions for 440 yards and 11 touchdowns. "Limited linemen, that's kind of why we were going to run the Air Raid offense. Also, having some speed. Reese (Svoboda) 11 flat in the 100," Hansen said.



Football (Continued from page 5)

"Cohen (Denker) was fast. Gage Horak runs under a 12 flat and he played offensive tackle last year so he really liked playing our tight end/receiver position. "We just had some speed and in eight man, if you can get kids one-on-one in space, that's really all you can ask and it's very tough to defend that in eight man." Hlavac quarterbacked the David City offense. The senior completed 60-of-87 passes for 1,248 yards, 24 touchdowns and just two interceptions. The Scouts only allowed one sack all season and only punted five times. (Hlavac with a 48.8 avg) On defense, the Scouts featured seven players with at least 49 tackles. They finished with 40 tackles for loss, eight interceptions and three fumble recoveries. David City juniors Daren Vodicka and Jesse Divis finished as the team's top two tacklers with 89 and 60, respectively. Denker was sixth with 50 tackles coupled with a team-high six interceptions. The trio provides a strong foundation heading into next season. "That was always kind of the question. We were bend but didn't break in the summer and turned into a nasty, swarming defense that I don't think a lot of teams wanted to play," Hansen said. "If you go from the Wisner game to the Clarkson game, we performed much better against Clarkson than we did Wisner. That's just a testament to the coaching staff and our kids working and trying to get better game-by-game." David City graduates five seniors in Ethan Buresh-Marick, Andrew Fuller, Hlavac, Svoboda and Sam Smith. The senior class stuck with the program to end their high school football careers on a high note. "Not only with them going out undefeated, but just a great group of kids. You got Cam (Hlavac) and Reese (Svoboda). Andrew Fuller was an undersized lineman and did fantastic. What a warrior," Hansen said. "We had Ethan Buresh-Marick, he started on offense and defense for us all year. Kind of an unsung hero. Sam Smith was our fifth senior. Just a great guy. He was our long snapper for extra points and was a backup lineman. Just a great kid to have in the program." The Scouts will look to expand its depth during the offseason after a successful season and continue its program turnaround. "I've had several kids talk to me that maybe could have or should have gone out for football this year that said I'm going to play football next year. We had 14 eighth graders out. If we can get the majority of those and get our numbers back up, that would be a very positive thing."



David City One-Act

“Are you happy?” asks Clarisse of Guy Montag, a fireman who burns books under the direction of Captain Beatty. When Montag realizes his unhappiness, he begins a crusade to stop the society from burning books, encouraging them instead to read them. The 2024 One-Act team has taken the Ray Bradbury script and seen great success so far. After winning the Class C-1 Championship last year and earning Runner-Up honors the year before, the Scouts moved up to Class B this year. The season started at Norfolk, where the team tied for first. Every participant on stage earned an acting award for the Scouts. At the York K-Dub tournament, the team finished 2nd. Once again, the entire cast came away with acting awards, with Hannah Scribner winning the Best Actress and Abby Lindsley winning Best Supporting Actress. The Hair and Makeup Design team also won the team award. The team competed at the Tassel in Holdrege (hosted by Cozad) for the first time, and while no team awards were given, the team came away with Best Actor in Neil Olson and Best Supporting Actress in Kaylee Dresch. Hannah Scribner, Natalie Robak, and Abby Lindsley were also recognized for acting awards. The Scouts next competed and won the SNC (Southern Nebraska Conference) for the 6th consecutive year (and the 14th out of the last 15 years). Hannah Scribner won Best Actress overall, and acting awards went to Kaylee Dresch, Abby Lindsley, Neil Olson, Benny Aroni, Natalie Robak, and Lorelai Aldrich. The team also won the Technical Award. Next, the Scouts traveled to East Butler for the BCAC festival. Finally, the Scouts competed at home in the York and Hartington-Newcastle triangular festival. The Scouts next go to District competition and host the B-3 District on December 6, 2024. Competition starts at 9:30 a.m.; the Scouts compete at 1:00. Awards will be around 5. The Scout One-Act team is coached by Jarod Ockander, Payton DeMers-Sahling, and Jena Ockander.



- DCHS and AQHS School Counselors Present:

Senior Parent FAFSA Meeting

Get valuable information on how and why to fill out the FAFSA - Federal Application for Student Aid

Date/Time

● January 8th

● 6:00 PM - 7:00 PM

Location

● DCHS Commons - Use the Activity Entrance

Pizza will be provided!!!



Spanish Class

On October 31, the Spanish 4 students traveled to Central City to attend a concert by Puerto Rican singer Edgar René. Justo Lamas Group, the company that produces the concert, was founded by Justo Lamas, a singer from Argentina with a passion for encouraging Spanish language students through music with a positive message. David City Spanish 4 students have been attending these concerts since 2009, singing along with hundreds of students from Nebraska to music sung by four different artists over the years. Before attending the concert, students spent time learning language through the songs while learning the lyrics so they could be active and engaged participants at the concert. Attending the concert is a fun tradition for students in their 4th year of learning Spanish here at DCHS.



NEBRASKA
SMART
SUCCESS MADE ACCESSIBLE THROUGH RURAL TUTORING

**FREE VIRTUAL
TUTORING
FOR K-12
STUDENTS**

QUALIFIED TUTORS
FROM CHADRON,
PERU, AND WAYNE
STATE COLLEGES



Artist of the Month

The Artist of the Month this time around is Garrett Small! Garrett is a Junior enrolled in Art 1 class. His parents are Brian and Crystal Small. The assignment was to create a yarn weaving with an emphasis on textures. He said this about his weaving, "It was a lot simpler than it seemed at first and the hardest part was keeping my yarn patterns consistent."



Since 1884

Local
Business
Spotlight

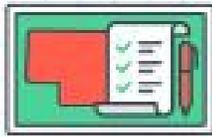
Timpte has been building trailers in David City since the early 1980's specializing in Ag trailers and now equipment trailers. Timpte is a diversified company who focuses on the customer, employee, and shareholders. They provide customers with innovative and valuable products. In addition to that, they provide a safe, competitive and enjoyable workplace that reward long-term employment. Our school has been able to build a phenomenal partnership with Timpte, as they provide an innovative youth-registered apprenticeship program for David City's Junior and Senior students who have taken STS courses, which allows them to gain hands-on experience in the manufacturing industry.

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

www.davidcitypublicschools.org



NEBRASKA EVERY DAY COUNTS!



INFORMATION FOR PARENTS

Why absenteeism matters:

- Absenteeism in the first month of school can predict poor attendance throughout the school year. Half the students who miss 2 to 4 days in September go on to miss nearly a month of school.
- Absenteeism and its ill effects start early. One in 10 kindergarten and first grade students are chronically absent.
- Poor attendance can influence whether children read proficiently by the end of third grade or are held back.
- By 6th grade, chronic absence becomes a leading indicator that a student will drop out of high school.
- Research shows that missing 10 percent of the school year, or about 18 days in most school districts, negatively affects a student's academic performance. That's just two days a month and that's known as chronic absence.
- Students who live in communities with high levels of poverty are four times more likely to be chronically absent than others, often for reasons beyond their control, such as unstable housing, unreliable transportation, and a lack of access to healthcare.
- When students improve their attendance rates, they improve their academic prospects and chances for graduating.
- Attendance improves when schools engage students and parents in positive ways and when schools provide mentors for chronically absent students.



Strategies for Parents:

- Set a regular bed time and morning routine.
- Lay out clothes and pack backpacks the night before.
- Find out what day school starts and make sure your child has the required shots.
- Introduce your child to her teachers and classmates before school starts to help her transition.
- Don't let your child stay home unless she is truly sick. Keep in mind complaints of a stomach ache or headache can be a sign of anxiety and not a reason to stay home.
- If your child seems anxious about going to school, talk to teachers, school counselors, or other parents for advice on how to make her feel comfortable and excited about learning.
- Develop back-up plans for getting to school if something comes up. Call on a family member, a neighbor, or another parent.
- Avoid medical appointments and extended trips when school is in session.

For more information, visit attendanceworks.org



Source: Attendance Works



David City Elementary December 2024-25 Board Report

Family Literacy Night

We had two hundred nine people attend our fall Family Literacy Night. The evening began in the gym with a quick slide show presentation reviewing what our Title 1 math and reading intervention programs look like. Then families spent the rest of the evening participating in activities in the classrooms and cafeteria. Tables with representatives from the public library, Teammates, and PTO were set up trying to promote and recruit more parent volunteers.

SLT Food Drive

The Student Leadership Team organized a non-perishable food drive to support families in our local community that took place December 3rd - 10th. To encourage participation and add a little bit of fun to this, it was also a class competition. The class with the most points will be announced and win a prize on December 10th!

Winter Music Program

The David City Elementary Winter Concert was held on Tuesday, December 3rd at 6:30 pm in the High School Gym. The concert included the kindergarten through third grade classes. Afterwards, students and their families celebrated with cookies in the commons area. Mrs. Kozisek did an excellent job putting together a wonderful program and brought so much joy to all the families who attended.

D.A.R.E. Graduation

D.A.R.E.® is a collaborative effort between school and law enforcement personnel. The D.A.R.E.® curriculum is designed to equip elementary students with the appropriate skills to resist substance abuse, violence, and gangs. Sixth grade students have been working with Mrs. Glodowski, school counselor and Marla Schnell, DC Police Chief for the past thirteen weeks. Graduation was held on Monday, December 9, 2024. The student's families were invited to attend the ceremony and stay for a special luncheon. I want to thank Marla and Mrs. Glodowski for all their hard work teaching such important lessons.

PBiS Scout Day & Classroom Christmas Parties

After eighteen weeks of school, staff continue to focus on building positive relationships and recognizing students for their positive behaviors and leadership. To date, three thousand and eleven positive tickets and twenty one Future World Changer awards have been handed out at the elementary building. We are proud of the students who are working hard to earn these and model the behavior we expect all students to display. On December 20th, we will celebrate our end of second quarter PBIS Scout Camp day. Students will get to wear Christmas pajamas that day and we will be drawing prizes for those who have earned positive tickets during the second quarter. We will also do some caroling in the gym with Mrs. Kozisek and watching the Grinch movie while enjoying popcorn. Christmas parties will be held after lunch and we will have a 1:30 dismissal that day.

HAL Days

DCE had eighteen students qualify for HAL this year. Mrs. Roemmich has been busy preparing four HAL Days this year. The first one will be a field trip on December 18th to Kiewit Luminarium in Omaha. Twenty-three students from both Bellwood and David City Elementary will be attending. While at the Luminarium, they will participate in a scavenger hunt that allows them to experience all the stations that are offered. Each station is an opportunity for students to explore and make connections to STEAM topics as well as be a starting point for Mrs. Roemmich to build future HAL lessons on. Many exhibits align with state standards, Nebraska College and Career Readiness Standards, and the Next Generation Science Standards.

[December Newsletter Link](#)

Mrs. Greenfield,
David City Elementary Principal

Bellwood Board of Education Report
December 2024

We only have a week and a half of the 1st semester remaining. It is crazy to think that we are nearing the half-way point of the school year.



Family Literacy Night

On November 18th, Bellwood Elementary hosted our fall Family Literacy Night that was titled Games Around the World. This is done as a Title I requirement, but is also just a great opportunity to have families in the building, interacting with staff, and having fun. This is Mrs. Badstieber's 2nd year planning this, and she did a really nice job with this, and she seems to be more comfortable with her role. This event started with Mrs. Badstieber talking to families about Title I. Then families went to different rooms and played games that had to do with the world since our theme for the year is traveling the world.



DIBELS and NWEA MAP Testing

We are just about half-way through the year, so it is time for district wide testing so that we can measure student progress. Bellwood Elementary conducted our DIBELS reading middle of the year benchmark assessments last week. It is great to look at the results and see the progress students have made so far this year in reading. Our NWEA MAPS testing is this week, December 9th through the 13th.

Triple C Meetings

We are half-way through our Triple C (curriculum planning) meetings for this school year, and we have made good progress so far. We started the year talking about what we wanted on report cards for language arts. After we finished that up, we went onto discussing grading for Language Arts and making sure we are more consistent about grading across all 3 classrooms at each grade level. That was the last thing we had to do to finish up our English Language Arts curriculum writing. Most grade levels have now moved onto math, and we are identifying the priority standards for each grade level. I can not tell you how amazing it has been to have Mrs. Valentine be a part of these Triple C meetings. She is such an amazing resource for teachers and helps provide consistency in the curriculum process across the district. Plus, she has been great about putting together documents and other resources for teachers to use and it takes some of the weight off of teachers in developing these. I still think it is important for the elementary principals to be a part of these meetings as much as possible so the three of us are on the same page and know what is happening at each grade level. Touching base with all three grade level teachers on a regular basis and developing consistency across classrooms is such a benefit to having these Triple C meetings.

HAL Update

Mrs. Greenfield and I have met with Mrs. Roemmich several times over the past 5 weeks to come up with a plan for the HAL days for the 24-25 school year. As we stated last year, we will be having 4 HAL Days this year.

- The first HAL Day will be Wednesday December 18th. HAL students from both buildings will meet in David City starting at 8. While in David City, they will talk about what HAL is and do some get to know you activities. The 23 elementary HAL students and 4 sponsors will then load the bus and go to the Kiewit Luminarium museum in Omaha for some engaging STEAM related activities. They will return to school prior to school releasing for the day. Here is a link to the museum website to let you know what school field trips look like. [Link](#) At the bottom of this website is a short video that shows you what field trips here look like.
 - There will be 3 HAL days second semester scheduled for the following dates from 8:00 to 11:00:

- January 15, 2025
- March 26, 2025
- May 14, 2025
- The current plan is to link the activities on these days to topics students are exposed to on the Kiewit Luminarium field trip.
- Here is a link to a description of Elementary HAL Events for the 2024-25 school year. [Link to Info](#)
- Bellwood Elementary has 5 students qualified for HAL this year.
 - Last week, I met with these students briefly and told them they had been identified for HAL, that we had four HAL Days planned for the year, and that their first event would be a field trip. To say they were excited is an understatement. One student was jumping up and down and clapping his hands with excitement. I can't wait to hear what they think when they return from the field trip on the 18th.



Senior Citizen Lunch

On Monday November 25th, we had a Senior Citizen Lunch at Bellwood Elementary. We had 38 guests for lunch. This event has grown a lot this year. I have advertised it more, and it has kind of become a grandparent lunch along with Bellwood community members in attendance. I think it is great that it has grown because the students really enjoy having guests at lunch.

Upcoming Events

- The Bellwood Elementary winter program is this coming Friday the 13th. The students have been working hard on their songs. It will be great to debut our new sound system to the community at this event. Here is a link to the flyer for the event: [Link](#)
- End of Quarter PBIS Celebration

December Newsletter

- Here is a link to the Bellwood Elementary December Newsletter: [Link](#)

Please let me know if you have any questions. I hope all of you have a great holiday season and thanks for all that you do for David City Public Schools.

Peggy Romshek
Bellwood Elementary Principal

12/5/24

School Board Report: Special Education

Submitted by: Kari Daniels

The Holiday Concert took place on Tuesday evening. There was a great turn out of family and friends and it was wonderful to see all of our students perform. I want to give a special shout out to some of our special education teachers and paraprofessionals. They worked very hard to ensure that students could participate in this event and so that families could enjoy watching the concert. There are many things that staff did, including placing pictures of preferred items, such as numbers and Pikachus, on the floor so students knew where to stand and sit. In some cases, the staff members were on the stage to offer support to students. We appreciate all of the hard work it took to make the Holiday Concert a success.

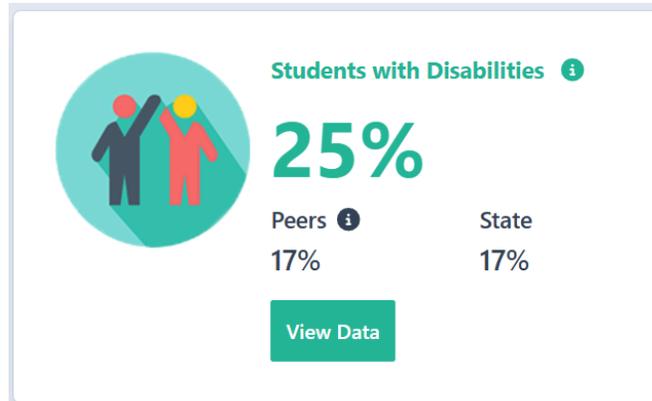
As we begin to close out 2024, there are many questions looming regarding education. The following is part of an article from Education Week. As you can read, these types of ideas tend to worry regular and special education teachers and administrators alike.

The federal government currently spends roughly \$13 billion a year on IDEA grants for states to send to schools—well short of the federal government’s long-unfulfilled commitment to cover 40 percent of the excess costs schools incur to provide services for students with disabilities.

House GOP leaders this year proposed a federal budget that would cut IDEA spending by 25 percent. Following through on such a plan would mean schools with tight budgets might have to cut staff or programming that serves all students in order to make room for mandatory services.

(Education Week, November 18, 2024)

The Nebraska Education Profile site has been updated to include the 23-24 school year data. This information lists David City’s special education population as 25%.



<https://nep.education.ne.gov/#/profiles/district/snapshot?dataYears=20232024&agencyId=12-0056-000>

This looks incredibly high when compared to the state average. We have to keep in mind however that this percentage includes all of the students being served at the parochial schools and our early childhood students but we only get to include DCPS students as the schools’ population. In this same vein, I would like to draw your attention to the overall increase in special education service needs as a whole. We are definitely on an upward trajectory. With that being said, I do believe that we all work very hard to ensure that we are only qualifying students for special education who have a disability and who require specialized instruction. There are differences, difficulties and disabilities. Special education is here to ensure that students with disabilities have equal access to their education.

Data Years	State	District
2023-2024	16.77%	24.80%
2022-2023	16.45%	22.99%
2021-2022	15.92%	20.59%
2020-2021	15.67%	20.65%
2019-2020	15.56%	21.43%

All Scouts Have Power

Activities Director Board Report 12/9/24

Overall

David City hosted the B-3 District One Act on Wednesday, 12/6/24 where we were the District Champions. We had multiple actors receive superior ratings, along with Neil Olson receiving a Most Outstanding Actor Award. The One Act team will perform at the state competition in Norfolk at the Johnny Carson Theater on Friday, 12/13 at 8:30am.

On Nov. 19th they were crowned SNC Champions for the 7th time in a row.

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

MS Girls Basketball - 11

Record - 2-3

MS Boys Wrestling - 18

Boys HS Basketball - 20

Record - 0-2

Girls HS Basketball - 21

Record 2-0

Defeated Centennial and Sandy Creek

Girls HS Wrestling - 20 total - 4- DC, 10- SRC, 6- East Butler

Finished 5th out of 22 teams at O'Neill

Boys HS Wrestling - 23

Finished Runner-up at O'Neill

Esports - Recently competed at the State Championships on Nov.12th at Midland College.

Smash Bros Team 2 - State Champions (Gerson, Jhony, and Julian)

Overwatch - (Stanley, James, Jackson, Julien, Davi, Israel, Zayne)

Smash Team 1 - (James, Davi, Jackson)

Schedule:

No Changes

Energy Financing Contract for Facility Improvement Solutions

**David City Public Schools
Preliminary Audit Report**



David City Public Schools
Home of the Scouts



**Facility
Advocates**



Introduction

As part of an Energy Financing Contract, Facility Advocates will undertake data collection, system evaluation and analysis of available options to compile an inventory of Energy Conservation Measures, which meet agreed upon technical and budget criteria. The results of this process can aid David City Public Schools in developing a plan for facility improvement measures, capital expenditures, annual operating budget expenditures and the long-term maintenance program for its facility.



Wikipedia defines a system this way: a System is a set of interacting or independent entities forming an integrated whole. A building is a combination of systems having many parts, designed by different disciplines including:

Civil Engineering

- Site Utilities

Structural Engineering

- Foundation

Architectural

- Roof and Roofing
- Skin or Envelope
- Wall and Partitions

Mechanical Engineering

- HVAC
- Fire Protection

Electrical Engineering

- Power

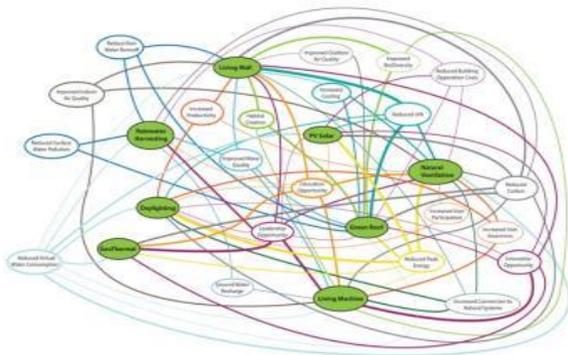
- Site Scaping

- Frame

- Doors, Frames and Hardware
- Transportation Systems
- Finishes

- ADA Requirements
- Plumbing

- Signal Systems
- Lighting





Introduction (continued)

Facility Advocates has worked with many Nebraska School Districts and supplied Preliminary Audit Reports on hundreds of buildings. The evaluation of a building falls into the following major categories:

Building Information

- Conditioned floor area
- Occupancy Schedules
- Utility service
- Summary of systems

Building Envelope

- U-factors of wall, roof, floors
- Window and door types
- Roof condition and type

Central Plant – Cooling

- Chiller type/capacity
- Chilled-water flow
- Pumping capacities and sequence

Central Plant – Heating

- Boiler type/capacity
- Heating-water flow
- Pumping capacities and sequence

Unitary Heating and Cooling

- Equipment type/capacity
- Equipment efficiency

Air Handling

- Inventory of equipment/type
- Supply airflow
- Heating/cooling capacity
- Ventilation/exhaust rates

Controls

- Trending capability
- Controlled points/equipment/zone
- Controls (e.g., photocells, occupancy sensors, manual switching, timers s

Lighting

- Inventory of equipment/type
- Record of existing lighting levels

Domestic Water

- System type
- Storage capacity/Recovery rate

Many of these systems are interconnected and interact with other systems (such as electrical and HVAC) and include subsystems (such as HVAC controls). The cost of energy and the current concerns about indoor air quality reinforce the need to ensure the building systems run in conformity with the requirements of the design specifications.





Building Information

ENERGY STAR[®] Statement of Energy Performance

LEARN MORE AT energystar.gov

25

**ENERGY STAR[®]
Score¹**

Bellwood Elementary

Primary Property Type: K-12 School
Gross Floor Area (ft²): 27,550
Built: 1960

For Year Ending: August 31, 2024
Date Generated: October 30, 2024

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

<p>Property Address Bellwood Elementary 612 Park St Bellwood, Nebraska 68624</p>	<p>Property Owner David City Public Schools 750 D Street David City, NE 68632 () -</p>	<p>Primary Contact Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com</p>
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Property ID: 36356450

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel		Annual Emissions	
51.9 kBtu/ft ²	Electric - Grid (kBtu)	1,430,856 (100%)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e/ year)	179
Source EUI	National Median Comparison		Green Power	
145.4 kBtu/ft ²	National Median Site EUI (kBtu/ft ²)	40.1	Green Power – Onsite (kWh)	N/A
	National Median Source EUI (kBtu/ft ²)	112.1	Green Power – Offsite (kWh)	0
	% Diff from National Median Source EUI	30%	Percent of RECs Retained	N/A

Signature & Stamp of Verifying Professional

I Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.

LP Signature: *Matthew Carlson* Date: 10/30/24

Licensed Professional

Matthew Carlson
3738 s149th st
ste 102
Omaha, NE 68130
7122481394
mcarlson@facilityadvocates.com

Professional Engineer or Registered Architect Stamp
(if applicable)





Building Information (continued)

David City Public Schools Bellwood Elementary was built in the 1960's. An Addition was added in 1994. The size of the facility is 27,550 square feet.

The building is all-electric with electric heating and DX cooling furnaces serving a majority of the building.

The general condition and upkeep of the building is good. There were no noticeable areas of concern, but the Preliminary Audit Report is just a cursory review of components to find opportunities for improvement. The Detailed Study will allow for further review of Energy Conservation Measures.

Exterior Environment

- There is a Roof Replacement Plan in place
- The building does not appear to have issues with rainwater control or site drainage
- The building's mortar joints appear to be in good shape
- All windows have been updated using newer Technology
- None of the exterior doors have been updated using newer Technology

Interior Environment

- Most classrooms have suspended ceilings and carpeted floors
- We do not believe the building has Asbestos or lead paint
- Hallways have carpet, suspended ceilings and troffer mounted lights

Mechanical Systems

- The building uses a furnace based heating and cooling System
- The building has programable thermostats
- The building has fire sprinklers

Electrical Systems

- About 75% of older T-12 and T-8 lighting and magnetic and electronic ballasts are still in place
- The building has back up generation
- The building has an operational emergency lighting system
- There are security cameras in place around the Facility
- The building has a fire alarm system and smoke detectors, bells and strobes
- The exit signs have not been upgraded to LED





Building Information (continued)



Front Entrance



Google Earth View



Fire Alarm Panel



Programable Thermostat



Typical Hallway



Electric HVAC Unit





Building Information (continued)



Damper Actuator



Timeclock Panel



Backup Generation



Main Electrical Distribution System



Window Replacements



HVAC Air Handling Unit





Building Information

ENERGY STAR® Statement of Energy Performance

LEARN MORE AT energystar.gov

34

ENERGY STAR®
Score¹

David City Elementary School

Primary Property Type: K-12 School
Gross Floor Area (ft²): 49,635
Built: 1961

For Year Ending: July 31, 2024
Date Generated: October 30, 2024

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address	Property Owner	Primary Contact
David City Elementary School 826 E St David City, Nebraska 68632	David City Public Schools 750 D Street David City, NE 68632 () -	Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com

Property ID: 36356188

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
62.1 kBtu/ft²	Electric - Grid (kBtu) 1,871,468 (61%)	Total (Location-Based) GHG Emissions (Metric Tons CO2e/year) 299
	Natural Gas (kBtu) 1,212,058 (39%)	
Source EUI	National Median Comparison	Green Power
131.2 kBtu/ft²	National Median Site EUI (kBtu/ft²) 53.4	Green Power – Onsite (kWh) N/A
	National Median Source EUI (kBtu/ft²) 112.8	Green Power – Offsite (kWh) 0
	% Diff from National Median Source EUI 16%	Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional

I Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.

LP Signature: Matthew Carlson Date: 10/30/24

Licensed Professional

Matthew Carlson
3738 s149th st
ste 102
Omaha, NE 68130
7122481394
mcarlson@facilityadvocates.com



Professional Engineer or Registered
Architect Stamp
(if applicable)





Building Information (continued)

David City Public Schools Elementary School was built in 1961. Additions were added in 1995, 2010, 2010 and 2018. The size of the facility is 49,635 square feet.

David City Utilities provides electricity, while Black Hills Energy supplies natural gas.

The general condition and upkeep of the building is good. There are no noticeable areas of concern, but the Preliminary Audit Report is just a cursory review of components to find opportunities for improvement. The Detailed Study will allow for further review of Energy Conservation Measures.

Exterior Environment

- There is a Roof Replacement Plan in place
- The building does not appear to have issues with rainwater control or site drainage
- The building's mortar joints appear to be in good shape

Interior Environment

- Most classrooms have suspended ceilings and carpeted floors
- We do not believe the building has Asbestos or lead paint
- Hallways have carpet, suspended ceilings and troffer mounted lights

Mechanical Systems

- The building uses a Water Source Heat Pump based heating and cooling System
- The building has a Direct Digital Control system
- The building does have fire sprinklers

Electrical Systems

- Older T-12 and T-8 lighting and magnetic and electronic ballasts have not been upgraded to newer LED Technology
- The building has an operational emergency lighting system
- There are security cameras in place around the Facility
- The building has a fire alarm system and smoke detectors, bells and strobes
- The exit signs have been upgraded to LED





Building Information (continued)



Front Entrance



Google Earth View



Water Source Heat Pumps



Air Handling Unit



Domestic Hot Water System



Hot Water Boilers





Building Information (continued)



Return Air Fan



Bell, Strobe and EM Lights



Main Hallway



Console Terminal Unit



DDC Zone Sensor



Fire Alarm Panel





Building Information (continued)



High Bay LED Lighting



Chemical Feed System



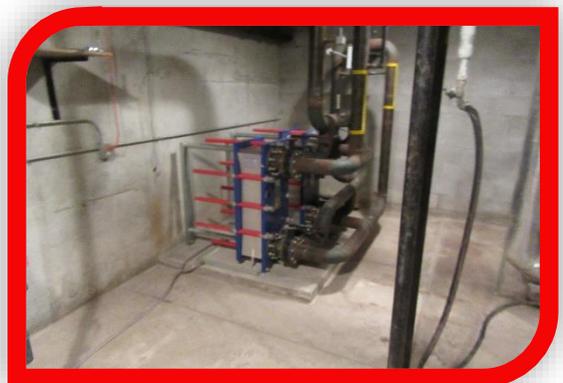
Water Distribution Pumps



Variable Frequency Drives



Fire Sprinkler System



Heat Exchanger





Building Information (continued)



Sump Pump



Hot Water Boilers



Main Electrical Distribution Panel



Air Handling Unit



Led Lighting



Water to Water Heat Pump System





Building Information



ENERGY STAR® Statement of Energy Performance

66

ENERGY STAR®
Score¹

David City JR/SR High School

Primary Property Type: K-12 School
Gross Floor Area (ft²): 114,480
Built: 1916

For Year Ending: July 31, 2024
Date Generated: October 30, 2024

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address	Property Owner	Primary Contact
David City JR/SR High School 750 D Street David City, Nebraska 68632	David City Public Schools 750 D Street David City, NE 68632 () - -	Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com

Property ID: 36356078

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
57.1 kBtu/ft²	Natural Gas (kBtu) 3,479,506 (53%)	Total (Location-Based) GHG Emissions (Metric Tons CO2e/year) 568
	Electric - Grid (kBtu) 3,054,822 (47%)	
Source EUI	National Median Comparison	Green Power
106.6 kBtu/ft²	National Median Site EUI (kBtu/ft²) 67.6	Green Power – Onsite (kWh) N/A
	National Median Source EUI (kBtu/ft²) 126.3	Green Power – Offsite (kWh) 0
	% Diff from National Median Source EUI -16%	Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional

I Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.

LP Signature: Matthew Carlson Date: 10/30/24

Licensed Professional

Matthew Carlson
3738 s149th st
ste 102
Omaha, NE 68130
7122481394
mcarlson@facilityadvocates.com



Professional Engineer or Registered
Architect Stamp
(if applicable)





Building Information (continued)

David City Public Schools High School was built in 1916. Additions were added in 1985, 2015 and 2020. The size of the facility is 114,480 square feet.

David City Utilities serves the building with electricity, and Black Hills Energy supplies natural gas.

The general condition and upkeep of the building is good. There are no noticeable areas of concern, but the Preliminary Audit Report is just a cursory review of components to find opportunities for improvement. The Detailed Study will allow for further review of Energy Conservation Measures.

Exterior Environment

- There is a Roof Replacement Plan in place
- The building does not appear to have issues with rainwater control or site drainage
- The building's mortar joints appear to be in good shape
- Metal flashing has been installed on older portion of the building

Interior Environment

- Most classrooms have suspended ceilings and carpeted floors
- We do not believe the building has Asbestos or lead paint
- Hallways have carpet, suspended ceilings and troffer mounted lights

Mechanical Systems

- The building uses a Water Source Heat Pump based heating and cooling System
- The building has a Direct Digital Control system
- The building does have fire sprinklers

Electrical Systems

- About 50% of older T-12 and T-8 lighting and magnetic and electronic ballasts have been upgraded to newer LED Technology
- The building has an operational emergency lighting system
- There are security cameras in place around the Facility
- The building has a fire alarm system and smoke detectors, bells and strobes
- The exit signs have been upgraded to LED





Building Information (continued)



Front Entrance



Google Earth View



Water Softener System



Electrical Subpanels



Tankless Water Heaters



Water Source Heat Pump





Building Information (continued)



Fire Sprinkler System



Cabinet Heater



Office Hallway



Fire Alarm Panel



Main Electrical Distribution Panel



HVAC Air Handling Unit





Building Information (continued)



Direct Digital Control System



Chemical Feed System



Water Distribution Pumps



Variable Frequency Drives



Hot Water Boilers



DDC Zone Sensor





Building Information (continued)



Variable Frequency Drive



Typical Hallway



Hot Water Boilers



Domestic Water Storage Tank



Chemical Feed System



Cold Water Chiller System





Building Information (continued)



Hot Water Boilers



Air Handling Unit



Electrical Distribution Panel



Air Handling Unit



Direct Digital Control System



Lighting Control System





Technical Parameters

After our preliminary meeting and initial walkthrough of the facilities we focused on the energy savings and occupant comfort opportunities within the buildings.

Building Envelope

- Address the structural integrity of the 1916 building
- Continue implementing roof replacement plan
- Continue window and door replacement plan

HVAC System Plan

- Develop a HVAC replacement plan to address aging equipment that has reached the end of its useful life
- Develop a Building Automation Plan
- Evaluate the Fresh Air and Exhaust Air Systems to meet ASHRAE Standards

Electrical System Plan

- LED upgrade of fluorescent technology
- Modify Electrical System as necessary

Building Code Compliance Plan

- Building
- Electrical
- Fire
- Indoor Air Quality (IAQ)
- Energy
- ADA
- Asbestos Remediation (Schools Responsibility)





Recommend Solutions

Thank you for allowing Facility Advocates the opportunity to earn your business. Our Energy Services Team is dedicated to serving the K-12 Public School market in Nebraska. By selecting Facility Advocates as your Energy Services (ESCO) Partner, you are engaging a team with a proven record of accomplishment, with over 30 Nebraska Public School Projects across the state.

An Energy Financing Contract is the preferred purchasing model, used for facility improvement, for many Nebraska School Districts because it is flexible, manageable, and School District specific, and you, as the customer, control the process.

As your ESCO partner, Facility Advocates will sit across the table, working side by side with you to provide the information that you need to make good decisions that are in the best interest of the district. By answering the question “what would we do if it were our building?” We bring a wealth of experience to produce the best possible outcome. The goal is to develop a plan that does the right thing, in the right order, using the right technology that meets your needs.

The premise of our recommended solution is that David City Public Schools is committed to providing its students with a positive learning environment for the next twenty plus years.

Given these criteria, the Scope of Work centers around changing and upgrading the various Systems serving the building, with a special emphasis on meeting or exceeding 2024 code requirements.

Financial Parameters

The estimated budget for the above Scopes of Work is developed in the Detail Report Phase. Matching the technical and financial parameters is the main emphasis of the detailed study, which we supply at no cost to earn your business.

The addition of a Fiscal Agent will supply financial options for funding that include QCPUF bonds, Construction Bonds and Lease Purchasing equipment so monies are available to implement this project. Annual energy savings will be calculated after final direction on the Scope of Work is determined.





Energy Financing Contract Process

Steps Required	Projected Dates
I. INITIAL CONCEPTUAL PRESENTATIONS	September 2024
<input checked="" type="checkbox"/> Administration and/or School Board and/or Buildings and Grounds Committee	
II. PRELIMINARY AUDIT REPORT	December 2024
<input checked="" type="checkbox"/> Engineers Identify Energy Conservation Measures (ECM)	
<input checked="" type="checkbox"/> Review ECMs with Administration	
III. BUILDINGS AND GROUNDS COMMITTEE PRESENTATION	January 2025
<input type="checkbox"/> Solicit Request for Qualifications (RFQ) responses in local paper	
<input type="checkbox"/> RFQ document released	
IV. EVALUATION OF RFQ RESPONSES	January 2025
<input type="checkbox"/> School Board and/or Buildings and Grounds Committee evaluate proposals	
<input type="checkbox"/> David City Public Schools Issues Letter of Intent to (ESCO) Partner	
V. IN-DEPTH STUDY	February 2025
<input type="checkbox"/> Technical Parameters	
<input type="checkbox"/> Financial Parameters	
VI. VERIFICATION OF PROJECTS	March 2025
<input type="checkbox"/> Third Party Review of Projects	
<input type="checkbox"/> Buildings and Grounds Committee Meeting to approve Projects	
VII. PROPOSAL PRESENTATION	Summer 2025
<input type="checkbox"/> School Board Approves Projects	
<input type="checkbox"/> Financial Resolution	
VIII. PROJECT IMPLEMENTATION	Summer 2027



Energy Services Company Presentation / Interview



&



**Partners on a
Energy Services Company (ESCO) Contract**

January, 2025

AGENDA

- **Introductions**
- **Who is Facility Advocates**
- **Energy Services Contracts Process**
- **Customers & Similar Projects**
- **Energy Star Ratings**
- **Competitive Process & Next Steps**
- **Questions**



INTRODUCTIONS

- **Greg Barnes, retired Supt.**
 - K-12 Account Rep
- **Dave Raymond**
 - Company Owner
- **Larry Cihal**
 - Energy Engineer, EIT, CEM- #6610, CDSM



Who is Facility Advocates

■ After spending 30 years in Corporate America, Facility Advocates was formed on January 4, 2021, to focus on the Energy Solutions business with Nebraska Public School Districts. There are 3 main focuses of our company:

- ESCO Contracts
- HVAC & BAS Service Contracts
- Facility Planning Services

■ To date, we have over 30 Nebraska Public School Customers ESCO Contracts that have been implemented OR are currently in the process. Several have approved/implemented Phase 2 agreements. This is a reflection of our high customer satisfaction ratings.



Customers

- **York Public Schools**
 - HVAC and BAS
- **Exeter-Milligan Public Schools**
 - HVAC and BAS
- **Wilber-Clatonia Public Schools**
 - HVAC, Boilers, IAQ & BAS Retrofits
- **Seward Public Schools**
 - HVAC



Energy Services Company Process

- **Preliminary Audit**
- **Review with Administration (and others)**
- **RFQ Process to select and Energy Services Company**
 - Advertise in local paper requesting ESCO qualifications
 - Send a request to at least 3 ESCOs
 - Review Proposals
 - Sign a letter of intent with one of the ESCO companies
- **Detailed Study with Budget Pricing**
- **Project Selection**
 - Third Party Review
 - Proposal Presented with Contracted Price
- **School Board Approval and Project Implementation**

Energy Star Ratings

ENERGY STAR® Statement of Energy Performance

25
ENERGY STAR® Score¹

Bellwood Elementary
Primary Property Type: K-12 School
Gross Floor Area (ft²): 27,550
Built: 1960
For Year Ending: August 31, 2024
Date Generated: October 30, 2024

The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address	Property Owner	Primary Contact
Bellwood Elementary 812 Park St. Bellwood, Nebraska 68624	David City Public Schools 750 D Street David City, NE 68632	Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com

Property ID: 36356450

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
51.9 kBtu/ft ²	Electric - Grid (kBtu) 1,430,856 (100%)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e/year) 179

Source EUI	National Median Comparison	Green Power
145.4 kBtu/ft ²	National Median Site EUI (kBtu/ft ²) 40.1 National Median Source EUI (kBtu/ft ²) 112.1 % Diff from National Median Source EUI 30%	Green Power - Onsite (kWh) N/A Green Power - Offsite (kWh) 0 Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional
Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.
P Signature: Matthew Carlson Date: 10/30/24

Licensed Professional
Matthew Carlson
738 S 149th St
102
Omaha, NE 68130
122481394
mcarlson@facilityadvocates.com

Professional Engineer or Registered Architect Stamp (if applicable)

ENERGY STAR® Statement of Energy Performance

34
ENERGY STAR® Score¹

David City Elementary School
Primary Property Type: K-12 School
Gross Floor Area (ft²): 49,635
Built: 1961
For Year Ending: July 31, 2024
Date Generated: October 30, 2024

The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address	Property Owner	Primary Contact
David City Elementary School 806 E St David City, Nebraska 68632	David City Public Schools 3738 S 149th Street 750 D Street David City, NE 68632	Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com

Property ID: 36356188

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
62.1 kBtu/ft ²	Electric - Grid (kBtu) 1,871,468 (81%) Natural Gas (kBtu) 1,212,058 (99%)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e/year) 299

Source EUI	National Median Comparison	Green Power
131.2 kBtu/ft ²	National Median Site EUI (kBtu/ft ²) 53.4 National Median Source EUI (kBtu/ft ²) 112.8 % Diff from National Median Source EUI 16%	Green Power - Onsite (kWh) N/A Green Power - Offsite (kWh) 0 Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional
Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.
P Signature: Matthew Carlson Date: 10/30/24

Licensed Professional
Matthew Carlson
1738 S 149th St
102
Omaha, NE 68130
122481394
mcarlson@facilityadvocates.com

Professional Engineer or Registered Architect Stamp (if applicable)

ENERGY STAR® Statement of Energy Performance

66
ENERGY STAR® Score¹

David City JR/SR High School
Primary Property Type: K-12 School
Gross Floor Area (ft²): 114,480
Built: 1916
For Year Ending: July 31, 2024
Date Generated: October 30, 2024

The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address	Property Owner	Primary Contact
David City JR/SR High School 750 D Street David City, Nebraska 68632	David City Public Schools 750 D Street David City, NE 68632	Dave Raymond 3738 S 149th Street Suite 102 Omaha, NE 68144 402-206-8777 draymond@facilityadvocates.com

Property ID: 36356078

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
37.1 kBtu/ft ²	Natural Gas (kBtu) 3,479,506 (53%) Electric - Grid (kBtu) 3,054,822 (47%)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e/year) 568

Source EUI	National Median Comparison	Green Power
106.6 kBtu/ft ²	National Median Site EUI (kBtu/ft ²) 67.6 National Median Source EUI (kBtu/ft ²) 125.3 % Diff from National Median Source EUI -16%	Green Power - Onsite (kWh) N/A Green Power - Offsite (kWh) 0 Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional
Matthew Carlson (Name) verify that the above information is true and correct to the best of my knowledge.
P Signature: Matthew Carlson Date: 10/30/24

Licensed Professional
Matthew Carlson
738 S 149th St
102
Omaha, NE 68130
122481394
mcarlson@facilityadvocates.com

Professional Engineer or Registered Architect Stamp (if applicable)

Competitive Process & Next Steps

Steps Required	Projected Dates
I. INITIAL CONCEPTUAL PRESENTATIONS	September 2024
<input checked="" type="checkbox"/> Administration and/or School Board and/or Buildings and Grounds Committee	
II. PRELIMINARY AUDIT REPORT	December 2024
<input checked="" type="checkbox"/> Engineers Identify Energy Conservation Measures (ECM)	
<input checked="" type="checkbox"/> Review ECMs with Administration	
III. SCHOOL BOARD PRESENTATION	December 2024
<input type="checkbox"/> Solicit Request for Qualifications (RFQ) responses in local paper	
<input type="checkbox"/> RFQ document released	
IV. EVALUATION OF RFQ RESPONSES	January 2025
<input type="checkbox"/> School Board and/or Buildings and Grounds Committee evaluate proposals	
<input type="checkbox"/> David City Public Schools Issues Letter of Intent to (ESCO) Partner	
V. IN-DEPTH STUDY	February 2025
<input type="checkbox"/> Technical Parameters	
<input type="checkbox"/> Financial Parameters	
VI. VERIFICATION OF PROJECTS	March 2025
<input type="checkbox"/> Third Party Review of Projects	
<input type="checkbox"/> Buildings and Grounds Committee Meeting to approve Projects	
VII. PROPOSAL PRESENTATION	Summer 2025
<input type="checkbox"/> School Board Approves Projects	
<input type="checkbox"/> Financial Resolution	
VIII. PROJECT IMPLEMENTATION	Summer 2027

Questions & Answers



&



RESOLUTION APPROVING CERTAIN STAFF TRAININGS

WHEREAS, during the 2024 legislative session, the Legislature enacted LB 1329; and,

WHEREAS, LB 1329 defers to each Board of Education to determine the reasonable length of time for certain staff training requirements; and

WHEREAS, to ensure that the District’s planned training requirements for the 2024-2025 school year comply with these statutory requirements, the Board of Education adopts this Resolution to find and determine that the following training requirements are reasonable in scope and length.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby determines as follows:

1. The following trainings are reasonable in both length and scope and the Superintendent or designee shall identify the District staff who shall be trained as follows:

Subject	Required by	Source of Training	Approximate Length of Training
Behavioral Awareness	Neb. Rev. Stat. § 79-3603	ESU 7	60 minutes
Dating Violence Prevention	Neb. Rev. Stat. § 79-2,141	Vector / Safe Schools ALICAP	34 minutes
Suicide Prevention	Neb. Rev. Stat. § 79-2,146	Vector / Safe Schools ALICAP	37 minutes

2. The Superintendent or designee is authorized to implement additional training requirements for staff if the Superintendent or designee determines that additional training would be in the best interest of the District and/or is otherwise required by law.

3. The Superintendent or designee is further authorized to deviate from the source of these training requirements if any unexpected circumstances arise and the Superintendent or designee determines that it is in the best interests of the District to require a different training(s).

4. All District staff who are directed to attend or participate in any training requirement(s) must complete such training(s) in good faith and in accordance with this Resolution and the directives of the Superintendent or designee.

This Resolution shall continue until or unless modified by a vote of the majority of a quorum of the Board of Education.

DATED this 11th day of December, 2024.

DAVID CITY PUBLIC SCHOOLS

BY: _____
Stephanie Summers, President

ATTEST:

Kasey Kuhlman, Secretary

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Sara J. Tonjes
Kendall G. Oberheide



Of Counsel
Thomas M. Haase

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MID-YEAR 2024 POLICY UPDATE

Recently, the Nebraska Department of Education notified schools about updates to federal guidance and regulations. These changes require updates to Policy 3132 (“Internal Controls”). As a reminder, Policy 3132 is one of the key policies required and reviewed during federal audits. Although most of the updates are technical, these updates include:

1. Add a reference to “cybersecurity” to the District’s obligation to protect sensitive information;
2. Clarify the monetary threshold (now \$10,000) for the disposition of property acquired with federal funds;
3. Include the required contract terms for contracts with federal awards;
4. Add a requirement for federal interest reporting and recording;
5. Update the suspension and debarment language to now provide three options to confirm a contractor has not been suspended or debarred from performing federal work;
6. Increase the capital expenditure threshold from \$5,000 to \$10,000; and
7. Update the conflict-of-interest language.

The new regulations also increase the single audit threshold from \$750,000 to \$1,000,000.

Please let us know if you have any questions.

Business Operations*Current*Internal Controls

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

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

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

Legal Reference: 2 C.F.R. § 200.303.

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

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

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

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

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

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

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids; (over \$250,000);
- 4) A procedure for competitive proposals; (with an explanation for why sealed bids were not accepted if over \$250,000); and
- 5) A procedure for noncompetitive bids.

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

Cross-Reference: Policies 3130 & 3131.

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

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

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

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

Legal Reference: 2 CFR §§ 200.310-200.313.

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

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

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

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

Legal Reference: 2 C.F.R. § 200.213.

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

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

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

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

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

Legal Reference: 40 U.S. Code § 3141, et seq; 2 C.F.R. § 200.326. For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.
Legal Reference: 34 C.F.R. § 75.600, et seq.

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

- 1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- 2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$510,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- 3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- 4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- 5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.

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

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

~~Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.~~

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

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

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

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

Date of Adoption: [Insert Date]

Business Operations*updated*Internal Controls

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

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

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

Legal Reference: 2 C.F.R. § 200.303.

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

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

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

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

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

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

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids (over \$250,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$250,000); and
- 5) A procedure for noncompetitive bids.

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

Cross-Reference: Policies 3130 & 3131.

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

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

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

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

Legal Reference: 2 CFR §§ 200.310-200.313.

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

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

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

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

Legal Reference: 2 C.F.R. § 200.213.

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

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy Adopted: December 11, 2024

JAG NEBRASKA SCHOOLS

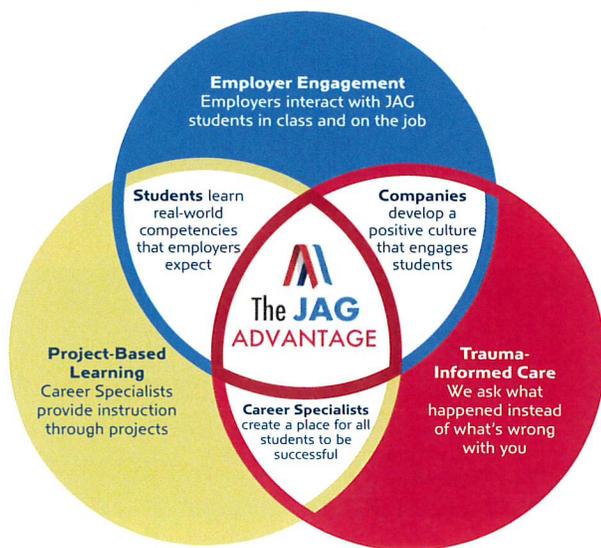
JAG MAKES A DIFFERENCE FOR YOUR STUDENTS AND COMMUNITY

It's a question that troubles educators across our state: How do we keep students engaged in school and on the path to becoming productive community members? JAG Nebraska provides the answer.

LEARNING THAT WORKS FOR NEBRASKA

JAG Nebraska is aligned with the guiding principles and priorities of the Nebraska Career and Technical Education (CTE) program, part of the Nebraska Department of Education. CTE programs help students explore career options, identify interests and develop skills that prepare them for postsecondary education and entry-level careers. Learn more at www.education.ne.gov/nce/.

THE JAG ADVANTAGE



Jobs for America's Graduates (JAG) Nebraska is an evidence-based organization dedicated to empowering young people with the skills and support to be successful in education, employment and life.



WHY IS THE JAG MODEL EFFECTIVE?

An elective, for-credit classroom program with instruction provided by certified CTE JAG Career Specialists, JAG teaches up to 87 desirable workplace competencies. Hands-on experiences and extracurricular activities provided by local businesses and civic partners help students develop confidence and real-world skills.



JAG Nebraska is powered by United Way of the Midlands
info@jagnebraska.org | 402.522.7951
1229 Millwork Ave., Suite 402, Omaha, NE 68102

JAG Nebraska Student Data



2023-24 Student Data

843 JAG Nebraska students participated in 3,630 hours of community service.

1,231 JAG Nebraska students participated in 616 employer engagement experiences.

JAG Nebraska students earned \$340,00 in scholarships.

JAG Nebraska had 94% positive outcomes for graduating seniors.

JAG Nebraska had an 80% employment rate for graduating seniors.



PLAN TO BECOME A JAG NEBRASKA SCHOOL DISTRICT

A program of United Way of the Midlands in partnership with government agencies and participating Nebraska school districts, JAG Nebraska has a proven record of improving attendance, GPAs and graduation rates. For example, 99% of JAG Nebraska students graduated in 2023. Nebraska Governor Jim Pillen has challenged JAG to bring programming to all 244 public school districts across the state. We look forward to helping more schools see positive results as JAG Nebraska grows.

JAG CAREER SPECIALISTS WORK AS PART OF YOUR TEAM

JAG Nebraska Career Specialists are state-permitted CTE teachers. JAG has partnered with the Nebraska Department of Education and specialists are granted their CTE special programs permit with a JAG endorsement. Specialists are hired in partnership with the district, but ultimately are employed by United Way of the Midlands. Specialists collaborate with the teachers and community members of the district to ensure each student is receiving the services they need to be successful.



“JAG Nebraska has helped York Public Schools develop and implement many opportunities for our students. The life skills training, classroom education and community engagement opportunities have empowered students to make informed decisions that have had positive contributions to York High School and the York community. JAG Nebraska's commitment to fostering success, providing unwavering support and instilling a sense of purpose in each student is commendable.”

– Dr. Mitch Bartholomew, York Public Schools Superintendent



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA

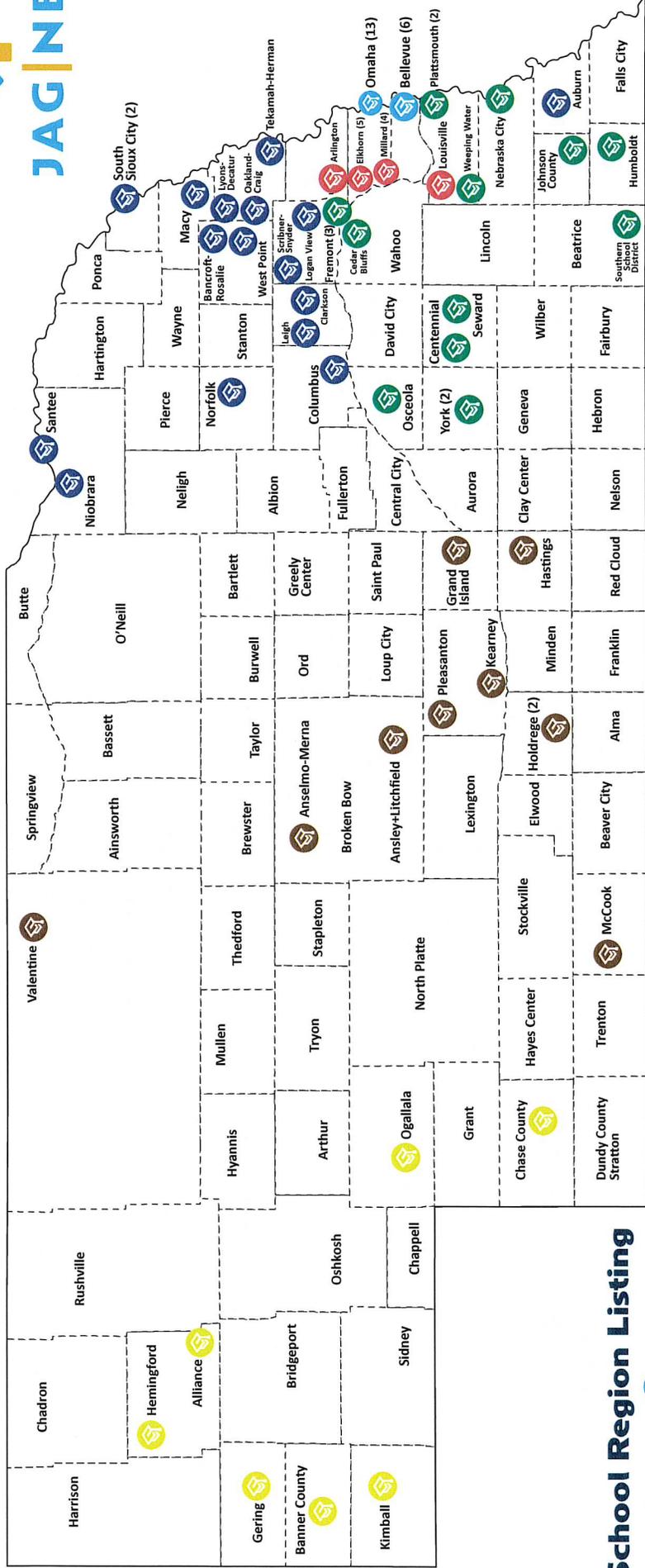
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1229 Millwork Ave., Suite 402, Omaha, NE 68102

2024-2025 JAG Nebraska Region Map



School Region Listing

Region 1

Omaha Public Schools

- Benson High School
- Bryan High School (9-10)
- Bryan High School (11-12)
- Bryan Middle School
- Buena Vista High School
- King Science Middle School
- Marrs Middle School
- McMillan Middle School
- Monroe Middle School
- Nathan Hale Middle School
- Norris Middle School
- Northwest High School
- South High School
- Bellevue Public Schools
- Alternative Education High School
- East High School
- Lewis and Clark Middle School
- Logan Middle School
- Mission Middle School
- West High School

Region 2

Arlington Public Schools

- Elkhorn Public Schools
- Grandview Middle School
- Elkhorn Middle School
- North Ridge Middle School
- Ridge Middle School
- Valley View Middle School
- Louisville Middle School
- Millard Public Schools
- Anderson Middle School
- Beadle Middle School
- Central Middle School
- Russell Middle School

Region 3

Cedar Bluffs Public Schools

- Centennial High School
- Fremont High School (9-10)
- Fremont High School (11-12)
- Fremont Middle School
- Humbolt Table Rock Steinauer High School
- Johnson County Central High School
- Nebraska City High School
- Osceola Public Schools
- Plattsmouth High School (9-10)
- Plattsmouth High School (11-12)
- Seward Public Schools
- Southern School District 1
- Weeping Water High School
- York High School
- York Middle School

Region 4

Auburn High School

- Bancroft-Rosalie Community Schools
- Clarkson Public Schools
- Columbus High School
- Leigh Community Schools
- Logan View Public Schools
- Lyons-Decatur Northeast School
- Niobrara Public Schools
- Norfolk High School
- Oakland-Craig Public Schools
- Santee Community Schools
- Scribner-Snyder Public Schools
- South Sioux City High School
- South Sioux City Middle School
- Telamah-Herman Public Schools
- UMOHO[®] Nation High School
- West Point Public Schools

Region 5

Anselmo-Merna High School

- Anselmo-Merna High School
- Anselmy + Litchfield Public Schools
- Grand Island Success Academy
- Hastings High School
- Holdrege High School
- Holdrege Middle School
- Kearney - Arram Center for Success
- McCook Public Schools
- Pleasanton Public Schools
- Valentine Community Schools

Region 6

- Alliance Public Schools
- Banner County High School
- Chase County High School
- Gering High School
- Hemingford Public Schools
- Kimball Public Schools
- Ogallala Senior High School



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CORE COMPETENCIES

These are the core competencies that the Specialists teach daily in the classroom. All participants are expected to master a minimum of 37 core competencies, grouped into 6 clusters, upon completion of the program.

CAREER DEVELOPMENT COMPETENCIES

- A.1 Identify occupational interests, aptitudes and abilities
- A.2 Relate interests, aptitudes and abilities to appropriate occupations
- A.3 Identify desired life style and relate to selected occupations
- A.4 Develop a career path for a selected occupation
- A.5 Select an immediate job goal
- A.6 Describe the conditions and specifications of the job goal

JOB ATTAINMENT COMPETENCIES

- B.7 Construct a resume
- B.8 Conduct a job search
- B.9 Develop a letter of application
- B.10 Use the telephone to arrange an interview
- B.11 Complete application forms
- B.12 Complete employment tests
- B.13 Complete a job interview

JOB SURVIVAL COMPETENCIES

- C.14 Demonstrate appropriate appearance
- C.15 Identify expectations that employers have of employees
- C.16 Identify problems of new employees
- C.17 Demonstrate time management
- C.18 Follow directions
- C.19 Practice effective human relations
- C.20 Appropriately resign from a job

BASIC SKILLS COMPETENCIES

- D.21 Comprehend verbal communications
- D.22 Comprehend written communications
- D.23 Communicate in writing
- D.24 Communicate verbally
- D.25 Perform mathematical calculations

LEADERSHIP AND SELF-DEVELOPMENT COMPETENCIES

- E.26 Demonstrate team membership
- E.27 Demonstrate team leadership
- E.28 Deliver presentation to a group
- E.29 Compete successfully with peers
- E.30 Demonstrate commitment to an organization

PERSONAL SKILLS COMPETENCIES

- F.31 Explain the types of maturity
- F.32 Identify a self-value system and how it affects life
- F.33 Base decisions on values and goals
- F.34 Identify process of decision-making
- F.35 Demonstrate ability to assume responsibility for actions and decisions
- F.36 Demonstrate a positive attitude
- F.37 Develop healthy self-concept for home, school and work

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LIFE SURVIVAL SKILLS

- G.38 Evaluate a career plan to determine appropriate postsecondary educational options
- G.39 Identify how best to achieve marketable occupation skills for an entry-level job
- G.40 Conduct a job analysis
- G.41 Apply critical thinking skills
- G.42 Demonstrate effective study skills
- G.43 Demonstrate how to use group dynamics techniques
- G.44 Explain the roles and function of a value-added organization
- G.45 Understand the essential elements of high performing work teams
- G.46 Describe how to work and communicate with diverse people at work and in your community to satisfy their expectations
- G.47 Demonstrate techniques for building commitment by others
- G.48 Demonstrate an openness to change
- G.49 Provide constructive feedback
- G.50 Negotiate solutions to conflicts
- G.51 Demonstrate politeness and civility
- G.52 Demonstrate an ability to adapt to people and situations
- G.53 Exhibit work ethics and behaviors essential to success
- G.54 Set and prioritize goals and establish a timeline for achieving them
- G.55 Apply the problem-solving process to complex problems
- G.56 Demonstrate an ability to analyze the strengths and weaknesses of self
- G.57 Design and justify solutions by tracking and evaluating results
- G.58 Identify ways to build mutual trust and respect
- G.59 Prepare a short- and long-term personal budget

WORK PLACE COMPETENCIES

- H.60 Demonstrate punctuality and good attendance practices
- H.61 Demonstrate initiative and proactivity
- H.62 Demonstrate how to work effectively with others
- H.63 Demonstrate an attitude that attracts the attention of management
- H.64 Demonstrate an ability to communicate and work with customers to satisfy expectations
- H.65 Demonstrate listening skills, which will result in gaining a clear understanding of information being conveyed
- H.66 Demonstrate an ability to follow and give directions
- H.67 Demonstrate good reasoning skills, which results in thinking first, then taking action
- H.68 Demonstrate integrity and honesty in dealings with internal and external customers
- H.69 Demonstrate a willingness to accept responsibility for one's own actions
- H.70 Demonstrate a commitment in completing work assignments accurately and in a timely fashion
- H.71 Demonstrate an ability to satisfy the purposes of a delegated task
- H.72 Demonstrate an ability to prioritize and manage time effectively in the work place
- H.73 Demonstrate enthusiasm for work
- H.74 Demonstrate an eagerness to learn new responsibilities or improve current responsibilities
- H.75 Demonstrate an understanding of the work to be accomplished
- H.76 Demonstrate familiarity with a variety of technologies
- H.77 Demonstrate ability to self-evaluate and develop a continuous improvement (career development) plan.
- H.78 Demonstrate basic computer operation skills
- H.79 Demonstrate an ability to learn from past experiences and others
- H.80 Demonstrate an ability to send, receive and organize e-mail messages
- H.81 Demonstrate an ability to search for information on the internet

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ECONOMIC EMPOWERMENT COMPETENCIES

- I.82 Understand Insurance-Auto, Renters, Home, Health, Disability and Life (Allstate)
- I.83 Practical Money Skills For Life, www.practicalmoneyskills.com. (VISA, U.S.A.)
- I.84 Demonstrate How to Start a Small Business (Allstate)
- I.85 Be successful in dealing with law enforcement when they are enforcing the law (Allstate: The Law and You)
- I.86 Diversity
- I.87 History and You

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MIDDLE SCHOOL PROGRAM APPLICATION—7TH GRADE CURRICULUM STRANDS AND LEARNING STANDARDS

JAG Designation

Description

Self-Understanding

- J101 Identify, understand and apply knowledge of social roles
- J102 Participate in assessments and utilize results
- J103 Articulate personal values
- J104 Identify, understand and effectively manage emotions
- J105 Demonstrate ability to make healthy choices
- J106 Identify and understand personal interests, aptitudes and abilities

Communications

- K107 Differentiate between opinion and fact
- K108 Identify and demonstrate key communication skills
- K109 Express needs and wants
- K110 Listen and contribute appropriately in a group situation

Organizational Skills

- L111 Use a method of time management
- L112 Establish long- and short-term goals
- L113 Demonstrate organizational skills

Study Skills

- M114 Use basic study skills effectively
- M115 Use knowledge of personal learning style in study habits
- M116 Explain the value of completed homework

Decision Making

- N117 Demonstrate an understanding of decision making
- N118 Explain the importance of taking responsibility for actions and behaviors
- N119 Demonstrate appropriate anger control techniques
- N120 Demonstrate appropriate conflict resolution techniques
- N121 Develop and implement a Personal Development Plan
- N122 Define and demonstrate empathy.

Character Development

- P123 Explain the significance of respect for self, others and rules
- P124 Explain the value of good character
- P125 Explain the benefit of a positive attitude
- P126 State the benefits of being perceived as a person of good character
- P127 Demonstrates effective leadership skills

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MIDDLE SCHOOL PROGRAM APPLICATION—8TH GRADE CURRICULUM STRANDS AND LEARNING STANDARDS

JAG Reach Designation

Description

	Dreamwork
Q128	Develop a career or educational plan which reflects personal goals, interests and skills
Q129	Describe the future, including personal and career potential
Q130	Demonstrate understanding of social and cultural diversity
	Lifestyles
R131	Apply concepts related to living on their own in the "real world"
R132	Access key local resources
R133	Demonstrate understanding of earning, spending and saving
R134	Develop a budget
	Negotiations
S135	Define "negotiation" and give examples of everyday negotiations that take place in a student's life and society
S136	Explain the reasons for and benefits of negotiation related to self and counterpart
S137	Describe the process of negotiation
	Career Based Learning
T138	Explain the difference between a job and a career
T139	Demonstrate an understanding of skills and abilities necessary for success in a job
T140	Identify skills necessary for career choice
T141	Demonstrate understanding of the job application process
T142	Explain the value of job shadowing

JAG Nebraska Scope and Sequence



Unit Themes	Example PBL Options	Competency Categories	Timeframe
Welcome to JAG Nebraska JAG Nebraska students will learn the JAG model and gain an understanding of the upcoming school year's activities in JAG classes.	<ul style="list-style-type: none"> • My Fight Song • Vision Board • License Plate • Personal Logo • 4 Seasons 	HS: <ul style="list-style-type: none"> • Basic Competencies • Leadership and Self-Development • Personal Skills MS: <ul style="list-style-type: none"> • Self Understanding • Character Development • Dreamwork 	August to September
Leadership JAG Nebraska students will gain an understanding of what traits make a high-quality leader and successfully run officer campaigns for their local Career Association Chapter.	<ul style="list-style-type: none"> • Class Debate • Learning Styles • Lead me in the Right Direction • Making A Leader 	HS: <ul style="list-style-type: none"> • Job Attainment • Job Survival • Leadership and Self-Development • Personal Skills MS: <ul style="list-style-type: none"> • Decision Making • Communications • Negotiations 	September to October <ul style="list-style-type: none"> • CA Elections
Event Planning Working in committees, JAG Nebraska students will learn how to effectively plan and execute events.	<ul style="list-style-type: none"> • School Promo • Town Showcase • School Carnival • JAG Celebration Ceremony 	HS: <ul style="list-style-type: none"> • Job Survival • Life Survival • Leadership and Self-Development MS: <ul style="list-style-type: none"> • Organizational Skills • Decision Making 	October to November <ul style="list-style-type: none"> • State Elections • LDC
Goal Setting and Tracking Success JAG Nebraska students will create individual development plans and establish goals to track success.	<ul style="list-style-type: none"> • Soft Skills Bootcamp • Dress for Success • Dream House • College Tour 	HS: <ul style="list-style-type: none"> • Career Development • Job Attainment • Personal Skills MS: <ul style="list-style-type: none"> • Study Skills • Dreamwork 	December to January <ul style="list-style-type: none"> • National SLA
Career Pathways and Exploration JAG Nebraska students will explore CTE sectors in Nebraska, conduct research, and establish a plan to achieve success in their identified career pathway of interest.	<ul style="list-style-type: none"> • Job Hunting 101 • Your Ideal Office • Commercial Success • Mapping Your Future 	HS: <ul style="list-style-type: none"> • Career Development • Job Attainment • Personal Skills • Workplace MS: <ul style="list-style-type: none"> • Self Understanding • Decision Making • Negotiations • Career Based Learning 	January to February <ul style="list-style-type: none"> • CDC
Civic Engagement and Advocacy JAG Nebraska students will engage in meaningful conversations with community leaders and attend JAG Nebraska's annual Legislative Day.	<ul style="list-style-type: none"> • Organize, Speak Up, & Engage • Classroom Congress • Create A PSA 	HS: <ul style="list-style-type: none"> • Leadership and Self-Development • Personal Skills MS: <ul style="list-style-type: none"> • Communications • Character Development 	March to April <ul style="list-style-type: none"> • Legislative Day
Students' Voice and Choice JAG Nebraska students will decide what PBL they will do based on their interests.	<ul style="list-style-type: none"> • Budgeting • Taxes • Home Ownership • College/High School Planning 	HS: <ul style="list-style-type: none"> • Economic Empowerment • Life Survival MS: <ul style="list-style-type: none"> • Decision Making • Character Development 	April to May <ul style="list-style-type: none"> • National CDC
Follow-Up JAG continues to support students over the summer, and a year after graduation through monthly Follow-Ups. For graduates, specialists are available to help with finding apartments, jobs, and many other items that could be overwhelming for a new graduate.			Monthly for one year following high school graduation



MEMORANDUM OF UNDERSTANDING

This Agreement is made on this date (the Effective Date), between JAG Nebraska in affiliation with United Way of the Midlands, a 501(c)3 non-profit organization, and David City Public Schools ("District").

Jobs for America's Graduates (JAG) is an evidence-based, data-driven, national organization that is dedicated to empowering students with the skills and support to achieve success in education, employment, and life. The JAG Advantage integrates project-based learning, employer engagement, and trauma-informed care through competency-based, for-credit, elective classes. The JAG model allows students to participate in hands-on, realistic learning experiences, mastering 37 to 87 competencies, with the support to help our young adults navigate high school graduation and post-graduation success.

Term of Agreement

The term of this Agreement shall be for school year 2025-2026, to include 12-months of follow-up services for students who received JAG Nebraska programming for this school year.

This Agreement may be amended, extended, or renewed upon mutual written agreement of the parties except as otherwise expressly authorized by a provision of this Agreement.

This Agreement shall terminate upon the occurrence of any or all the following:

1. Mutual, written agreement of the parties;
2. Upon thirty days written notice by JAG Nebraska to the District;
3. Should this Agreement be declared void or unenforceable by final order of a court of law;
4. In the event of violation of the terms of this Agreement by the District or failure to make sufficient progress to endanger program performance, JAG Nebraska may:
 - a. Suspend the Agreement after ten (10) days' notice to the District, pending corrective action by the District, or JAG Nebraska's decision to terminate; or
 - b. Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that the District has failed to comply with the terms and conditions of this Agreement. JAG Nebraska shall promptly notify the District in writing of the determination and the reasons for the termination.

If this Agreement is terminated, in whole or in part, the District shall comply with all close-out and post-termination requirements of this Agreement.

District Financial Contributions

This Agreement shall be funded from multiple funding sources to include federal, state, philanthropic and corporate grants and funding contributions otherwise. The District shall contribute \$10,000 toward each JAG Nebraska program budget beginning the third school year of JAG Nebraska programming.

Program Funding Requests

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All requests for financial or in-kind contributions where JAG Nebraska is the beneficiary, written notice must be provided to the JAG Nebraska Director in a timely manner. All letters of intent, requests for proposals, or grant writing for or on behalf of JAG Nebraska must be conducted by United Way of the Midlands.

Student Enrollment

Both parties mutually agree to work toward student enrollment requirements of JAG to include a minimum of 45 students and up to 55 students thereafter. Class cohorts are not to exceed 16 students per class period/block and may not be less than 8 students per class period/block.

Personnel: JAG Nebraska Career Specialist

JAG Nebraska agrees to employ one (1), full-time, year-round, mutually acceptable JAG Nebraska Career Specialist to fulfill JAG programming at the District, qualified and credentialed according to the Nebraska Department of Education's Career and Technical Education Certification requirements. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #4*.

The District agrees to conduct at least one (1) annual review of the JAG Nebraska Career Specialist's teaching and classroom management techniques per school year. The District agrees to notify the JAG Nebraska Program Manager of any personnel concerns in a timely manner.

JAG Nebraska agrees to conduct at least one (1) mid-year review and one (1) annual review of the JAG Nebraska Career Specialist's performance per school year. *See attached JAG Nebraska Career Specialist Job Description.*

The District and JAG Nebraska will meet at least once (1) annually to review the prior school year's performance and review the subsequent school year's goals and plans. At a minimum, meeting attendees must include the assigned JAG Nebraska Career Specialist, the JAG Nebraska Program Manager, and the school Principal. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #3*, into the agenda of this meeting.

Staff Training

JAG Nebraska agrees to provide JAG program training prior to the JAG Nebraska Career Specialist's integration into the District.

The District agrees to include and provide the JAG Nebraska Career Specialist with all state required, District, and school specific teacher training's and meetings, to include, but not limited to: new teacher orientations, mandatory reporting, safety protocols, student transportation and travel policies, student and parent communication policies and procedures, and other trainings or professional development opportunities provided to District faculty.

Equipment and Property

The District agrees to provide the assigned JAG Nebraska Career Specialist with one laptop computer, internet access, printer and copier access, classroom, designated office space, and a landline telephone. The District will include the JAG Nebraska Career Specialist on school communications and mailing lists.

Program Performance and Outcomes



JAG Nebraska and the District agree to meeting or exceeding JAG national standards and required performance outcomes associated with JAG National's *model component #2*, see attachment.

Advisory Committee

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating one (1) meeting with the school's JAG Nebraska Advisory Committee per school semester. The Advisory Committee is responsible for identifying eligible students according to JAG standards and serving as support to the JAG Nebraska Career Specialist in approving final JAG rosters and fulfilling student data requirements of JAG, *model component #10*, and requests otherwise as required by program funding agreements or reports. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #5*, see attachment.

Career Association Chapter

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating the JAG Nebraska Career Association Chapter at the District, fulfilling JAG National standards associated with JAG National's *model component #6*, see attachment.

Substitute Teacher Request and Fulfillment

The District agrees to provide substitute teacher coverage for the JAG Nebraska Career Specialist's personal time off, sick leave, and JAG statewide events, not to exceed the maximum sub day requests of ten (10) days per school year.

Post-Graduation Support and Follow-Up Services

JAG Nebraska agrees to fulfill the JAG National standard *model component #9*, delivering value-added support and advocacy to graduates and non-graduates throughout a minimum of 12-month follow-up service period.

Student Transportation and Travel

The District agrees to provide transportation for students for local and statewide JAG Nebraska activities, to include one (1) local field trip per month per school year and statewide transportation three (3) times per school year.

JAG Nebraska agrees to adhere to the District's field trip and student travel policies. JAG Nebraska agrees to provide transportation and travel accommodations for JAG National events.

Notices

All notices from either party must be provided in a timely manner to the JAG Nebraska Director, District Superintendent and assigned School Principal.

Governing Law

JAG Nebraska and the District agree to fulfill the requirements of provisional grant funding for the JAG program at the District. Both parties agree to comply with applicable law, and any reasonable procedures and requirements that the grantor may prescribe. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, Code of Federal Regulations (CFR), Federal Funding Accountability and Transparency Act (FFATA), or any other federal or state law or entity for use of applicable program funding.



JAG | NE

JOBS for AMERICA'S GRADUATES NEBRASKA

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of the Midlands

X *Chad L Denton*

District Superintendent

X

District Principal

X

JAG Nebraska Representative

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Model Component #1 – Oversight Body

To create and maintain an oversight body (Oversight Board of Directors, Advisory Committee, etc.) with members who are key leaders in business, government, education, labor, and community-based organizations who are willing to accept professional responsibility for the success of the program. The oversight body will hold the staff accountable for the overall implementation, performance, and sustainability outcomes of the affiliate.

Standard 1.1 - JAG Affiliates should form a statewide organization approved by Jobs for America's Graduates. Operational entities include:

- Non-Profit, 501(c)3 organization
- State agency
- Community-based organization

Standard 1.2 - The oversight body should be committed to implementing the JAG Model with integrity and follow program-specific modifications depending on the application(s) delivered within the affiliate (i.e., Middle School Program Application varies slightly in delivery from Multi-Year Program Application).

Standard 1.3 - If the affiliate is managed by a state agency, an oversight body or ad-hoc committee that includes representation from the private sector should be established.

Standard 1.4 - No less than fifty-one percent (51%) of oversight body members should be from the private sector.

Standard 1.5 - The oversight body should adopt and use established procedures in conducting required meetings and transacting business, including:

- 1.5a** The oversight body should meet on a regular basis, recommended quarterly, but no less than twice per year.
- 1.5b** Minutes should be available for review.
- 1.5c** An oversight body approved budget and a financial management plan should be in place with sufficient checks and balances, including an annual audit of the books, if applicable based on type of organizational structure. Financial audits conducted by state and local affiliates should be filed with Jobs for America's Graduates as applicable.
- 1.5d** The oversight body should review the observations, findings, and recommendations contained in the Accreditation Report and assure that an action plan is submitted by the due date.
- 1.5e** The Affiliate Executive Team should prepare and distribute periodic briefings to oversight body members. The briefings should include financial information, program news, upcoming events, personnel actions, policy, procedural issues, etc.

Standard 1.6 - Members should:

- 1.6a** Attend two (2) or more state or local program activities per year.
- 1.6b** Reflect the diversity of the state and the communities served by the organization.
- 1.6c** Be familiar with the data captured in JAG's Data Management System.
- 1.6d** Hold the executive staff accountable for effectiveness not only in oversight of the model, but also in empowering and motivating staff.
- 1.6e** Consider serving on committees to support the mission of the organization; examples include resource development, visibility/communications, advocacy, financial management, etc.



Model Component #2 – Program Applications and JAG National Standard Outcomes

JAG offers five model applications to serve participants at various ages and in various educational settings. JAG Affiliates should follow appropriate application model standards.

Standard 2.1 - JAG Program applications include:

- Multi-Year Program Application – Grades 9-12
- Senior Program Application – Grade 12
- Middle School Program Application – Grades 6-8
- Alternative Education Program Application – Grades 9-12
- Out-of-School Program Application – Ages 16-24
- Virtual/Hybrid/Customized Program Application (Coming Soon)

Changes in outcomes are reflected in the highlighted segments. **Green** is an *increased* outcome, **Turquoise** aligns to an outcome that was *decreased*.

Standard 2.2 - Affiliates should implement each model application to fidelity and aim to achieve the performance outcomes upon completion of the follow-up period as indicated below:

Follow-up Outcomes	MY	SR	AE	OOS	MS
Standard 2.2a - Graduation or GED/HSE Equivalency	90%	90%	75%	50%	N/A
Standard 2.2b - Employment	60%	60%	50%	60%	N/A
Standard 2.2c - Full-Time Employment (30-Hours/week)	60%	60%	50%	60%	N/A
Standard 2.2d - Total Full-Time Positive Outcomes (All but PTN)	75%	75%	60%	75%	N/A
Standard 2.2e - Further Education Rate: All Post-Secondary, Credential/Certificate, Apprenticeship – (Enrolled or Completed) <small>*Baseline for Class of 2020</small>	35% *	35% *	30%*	35% *	N/A
Standard 2.3 - Unable to contact rate	<5%	<5%	<5%	<5%	<5*

Non-Senior Performance Outcomes

Outcome	MY	AE	MS
Standard 2.4a - High School Transition (8 th Grade)/Matriculation to Next Grade (6 th , 7 th 10 th & 11 th)	90%	75%	90%
Standard 2.4b - Improvement in Attendance Rate	70%	50%	70%
Standard 2.4c - Academic Improvements	90%	75%	90%
Standard 2.4d - Reduction of Discipline Referrals	60%	60%	60%



Standard 2.4e - Reduction in One or More Indicators/Barriers by the end of the program year.	90%	90%	70%
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Standard 2.5 -Program Goals for Model Applications	MY	SR	AE	OOS	MS
2.5a - Improvement in Attendance Rate Participants who had 10 or more absences the previous school year will increase attendance during the current academic year.	70%	70%	50%	N/A	70%
2.5b - Academic Improvements (Measurable Skills Gains) Participants improve academic progress in reaching any of the goals towards high school completion (as defined by documented outcomes below): <ul style="list-style-type: none"> - Increased GPA - Increase in credit attainment - State Standardized Test(s) *Baseline Numbers for 2022	90%	90%	75%	N/A	90%
2.5c – Participation in Career Association/Professional Association On average participants will complete a minimum number of hours in CA/PA meetings and activities.	10	10	7.5	5	10
2.5d - Completion of Service-Learning Projects On average participants will complete a minimum number of service-learning hours.	10	10	7.5	5	10
2.5e – Participation in Assessment Participants’ interests and/or abilities will be assessed, and an individual development plan will be constructed and documented.	90%	90%	90%	90%	90%
2.5f - Reduction of Discipline Referrals Participants who have been identified with the A.8 barrier will avoid additional discipline referrals during the school year (documented in- or out-of-school suspensions, expulsions).	60%	60%	60%	N/A	60%
2.5g - Average Number of Selection Criteria/Barriers	6.0	5.0	6.0	7.0	6.0
2.5h - Reduction in One or More Indicators/Barriers at the Completion of JAG Services Participants have a reduction of at least one indicator/barrier by the end of the program year.	90%	90%	90%	90%	70%
2.5i - Contact hours per participant Each participant should meet the average number of contact hours for their model application per full program year. *Recommended 40 hours per participant in the OOS model.	130	130	80	40*	120
2.5j - Average number of JAG competencies attained * = over a four-year period ** = over 2-3 year period	up to 87*	37	20/37	20	42**

Model Component #3 – Program Management

JAG accredited programs should be operated in alignment with good management practices and guided by a strategic plan or other formal guiding/planning documents. Good management practices should encompass organizational structure, strategic planning, accounting, and auditing practices, non-profit corporate management, government regulatory management and documentation, staff development, personnel policies, practices, etc.

Standard 3.1 - Strategic Plan or Guiding Documents

Each affiliate should incorporate a strategic plan(s) that encompass the following areas:

- a. Sustainability & Growth
- b. Advocacy
- c. Employer Engagement
- d. Marketing, Visibility, & Communications
- e. Fund Development
- f. Budget Summary/Finance Report

Standard 3.1a - Sustainability & Growth Plan

This plan could include a scan of the environment in which the affiliate plans to grow and how best to achieve the growth plan. It may highlight:

- SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats).
- Scan of the environment/rationale for growth.
- Strategies and tactics (specific areas of states, partnerships with agencies/types of funding sources).
- Measurements (goal of outcomes if anticipated differences from standard measures and/or outcomes), alignment, or connection with state or local government initiatives.
- Strategies for Continuous Improvement.
- Succession plan for key personnel.

Standard 3.1b - Advocacy Plan

An Advocacy Plan could identify and implement strategies to maintain and develop both relationships with policy makers as well as public funding streams including:

- Goals
- Targeted policymakers
- Roles and responsibilities
- State budget calendar
- Requests for Technical Assistance and funding from JAG to support advocacy plan/targeted outreach activities

Standard 3.1c - Employer & Community Engagement Plan

Employer Engagement (EE) is crucial to achieving the standard outcomes and the goals of the JAG Model to support our participants' success. An Employer Partnership Plan could include:

- A list of current major employer partnerships and their status within the 3-Tier Employer Engagement Framework.
- Targeted industries or employers that should be identified/listed to build an EE relationship, including a rationale for these targeted relationships (i.e., key industries, high-demand

occupations, significant hiring needs, attractive tuition reimbursement/benefit packages, high participant interest, etc.).

- A description of the goals of the EE partnership (i.e., employment, engagement, financial support, scholarships, apprenticeships, internship program).
- Collaboration with JAG on National and Regional employer partnerships.
- Strategies for the advancement of an employer’s engagement that will promote progress through the EE continuum.
- Development of partnerships with post-secondary training providers to help participants navigate and complete post-secondary education (i.e. certifications/credentials, apprenticeship, military opportunities, etc).

Standard 3.1d - Marketing & Communications Plan

Each affiliate could have a targeted Marketing and Communications Plan including:

- Goals for marketing & communications (i.e., impressions, media hits, etc.).
- A list of stakeholders, oversight body members, management team and staff, Specialists, parents, friends, advocates, graduates, participants, current and prospective employer partners, etc.
- The use of multiple media tools to promote the vision, mission, process, and performance outcomes of the program along with participant testimonials and activities.

Standard 3.1e - Fund Development Plan

A Fund Development Plan could identify strategies for highlighting current and new funders/funding sources including:

- Fund Development Goals – working towards a plan with specific and measurable goals
- Targeted categories/campaigns (e.g., individual giving, corporate sponsorship, private, legislature, foundations, etc.)
- Development Cycle Calendar

Standard 3.1f – Each affiliate will have a plan for training their staff to successfully implement their program as appropriate to their level of responsibility.

Standard 3.1g – Each affiliate will adopt policies and procedures (employee handbook) or create them based on the type of affiliate (non-profit or state agency) implementing the JAG Model.

Standard 3.1h - Budget/Finance Report

Affiliates could submit a copy of the following resources as applicable:

- Revenue sources
- Budget
- Cash flow and/or operational reserves

Standard 3.2 - JAG National Annual Report

Each JAG affiliate will submit data to be included in the annual report to be shared with Board Members and stakeholders. The report will include:

- Program applications implemented
- Number of communities served, defined by zip code
- Number of schools/programs served
- Number of personnel in management, administrative, and school-based staff
- Revenue Sources



- National Sponsors and youth employed by sponsors
- Average cost per participant

Standard 3.3 - Branding and Marketing

Promotional and informational tools should be branded in a way to promote the relationship between Jobs for America's Graduates and the Affiliate partner and follow the National branding guidelines. When appropriate, marketing materials should include the statement *"This is an affiliate organization of Jobs for America's Graduates. We are funded by state/local/national"*, include National/State Logo).

Standard 3.4 - Program outcomes should meet or exceed JAG's minimum performance standards within a 3-year period of implementation. The performance standards contained in these guidelines are based upon a mature program, effective managers and supervisors, and caring and creative Specialists.

Standard 3.5a - JAG Affiliates who are a non-profit: Management shall adhere to all local, state, and federal regulations in operating a not-for-profit and 501(c)(3) tax-exempt organization.

Standard 3.5b - JAG Affiliates who are operated by a state government agency shall follow policy and regulations made by department leadership and adhere to all local, state, and federal regulations in operating a program through a state agency or community-based organization.

Standard 3.6 - A recognition program should be in place to highlight the contributions of stakeholders. Examples of areas for recognition:

- Individual staff and/or specialist performance
- Team performance
- Program performance
- Employer and community partners
- Board Leadership Awards

Standard 3.7 – Affiliate will participate in the JAG Accreditation process on an ongoing basis defined by JAG National. Affiliate self-accreditations will happen annually and be submitted to the VP of Affiliate Services as assigned.

Standard 3.7a – Affiliates' accreditation status is awarded to State Organizations and Local Affiliates operating within the performance standards of the JAG Model. See more in the JAG National Accreditation Handbook (revised copy coming soon).

Standard 3.7b - Affiliates should be evaluated on their staff's collective performance to achieve JAG Model performance standards.

Model Component #4 - Program Staff

JAG accredited programs should recruit and develop a diverse workforce capable of implementing the JAG Model program applications at all levels of the organization.

Standard 4.1a – Management should be full-time employees or be able to dedicate the amount of time necessary to implement the program with fidelity. State organizations do not and shall not discriminate



based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Standard 4.1b – Specialists should be full-time employees or be able to dedicate the amount of time necessary to implement the program with fidelity. State organizations do not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its activities or operations.

Standard 4.2 - Staff to Manager ratio is appropriate for the size of the organization. The goal is for managers to provide support and oversight to JAG Specialists as they deliver model services. Some variables on the ratio between Program Managers to JAG Specialists include direct employees vs. school district employees, funding streams and reporting requirements, distance between locations, ability to supervise remotely, etc.

Standard 4.3 - Staff should possess local and state teaching certification, authorization, or license as defined by State regulations if required by the state and/or local school district and program model application implemented.

Standard 4.4a - Managers should be accountable for specialists on the implementation and outcomes of the model. A plan is in place to regularly monitor all staff and performance data to ensure quality program services.

Standard 4.4b - Specialists should be held accountable for program services and performance measures.

Standard 4.5 - JAG Staff should follow the guidelines of the MOU, the JAG agency's policies and procedures, pre-employment requirements (e.g. background check) and/or employer of record's policies and procedures while implementing the JAG Model Standards.

Standard 4.6 – All JAG Staff should be knowledgeable about the conditions of the Memorandum of Understanding (or Partnership Agreement) between the collaborating partner, state agency, and the affiliate.

Standard 4.7 - JAG Affiliates will ensure that required data will be documented in the JAG data management system and analyze data to support program progress.

Standard 4.8 – JAG Staff will receive a baseline of training on the foundations of JAG and Affiliate policies and procedures, with the expectation of ongoing professional development based on staff needs and growth within the organization.

Standard 4.9 – Program Management will design a training plan and assure implementation that supports the accomplishments of JAG outcomes.

Standard 4.10 – Program Management will ensure the components of the JAG Advantage (Employer Engagement, Project-Based Learning, and Trauma-Informed Care) are being utilized within their programs. Management will ensure staff receive training on these components.



Model Component #5 – Participant Selection & Roster Size

All participants receiving JAG services should be eligible based on JAG Model criteria and placed the program roster.

Standard 5.1 - Advisory committee members in each school/program should support the specialist in selecting and targeting eligible participants, and also approving program rosters.

Standard 5.2 - Advisory committee members should be comprised of representatives of the following groups:

- **In-School programs** should include representatives from administration, counseling, core academic teachers, vocational faculty, and any other supportive adult in the school.
- **Out-Of-School programs** can include support staff and representatives from supportive service agencies including mental health, parenting support, workforce development, etc.

Standard 5.3 – All participants shall complete the JAG Participant Profile to determine individuals who need, want, and can benefit from program services.

Standard 5.4 - Specialists should interview eligible participants to determine their needs, interest, and commitment before adding to the program roster.

Standard 5.5 - School records should be used to verify criteria for staying in school and transitioning from school to work. In-school Specialists must be able to examine school records (grades, attendance, suspensions, disciplinary, and guidance) to verify school data and information reported in the Participant Profile.

Standard 5.6 - Specialists should target participants who are eligible for the program based on the number of the enrollment criteria/barriers to qualify for program services. Refer to Model Standard #2.3g.

2.3g - Average number of selection criteria/barriers	MY 6	SR 5	AE 6	OOS 7	MS 6
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Standard 5.6a – JAG Selection Criteria - Specialists should assist participants in overcoming the impact of documented challenges (barriers) to the extent possible. The indicators can be removed when the participant is able to demonstrate or express that it is no longer an obstacle.

Standard 5.6b –Specialists should incorporate trauma-informed instructional practices that support participants in the process of removing obstacles.

Standard 5.7 - Family income should not be the **only** criteria for selecting participants to receive JAG Model services.



Standard 5.8 - When selecting the ideal JAG roster of participants, mixed-ability grouping leads to high performing work-teams. A goal of serving 50% from the lowest academic quartile of participants is preferred.

Standard 5.9 - Profile deadlines are established to meet State demand. For in-school programs, rosters should be solidified 8-weeks into the program period.

Standard 5.10 - Specialists will contact parents, guardians, and/or supportive adults to enlist support of program goals and to involve them in program activities to recognize participant success whether in person or virtually.

Standard 5.11 - Participants, parents/guardians, and Specialists are expected to sign the Participant and Parent/Guardian Commitment Form. A signed form should be placed in the participant file folder (electronic or paper).

Standard 5.12 - Specialists are accountable for all program participants on the Program Roster and should limit services to those on the roster. Advisory committee members should sign off on the Program Roster.

Standard 5.13 - Participants shall develop an Individual Development Plan (“IDP”) that will identify the actions aimed to achieve the desired outcomes from high school graduation (or completion of a GED/HSE), entry-level quality job, postsecondary education enrollment (optional), and a pathway to career advancement opportunities. The IDP is intended to be a working document completed by the participant and reviewed and updated at least quarterly, included through Follow-Up. States may use alternative IDP formats depending on funder requirements (e.g., WIOA Individual Service Strategy).

Standard 5.14 - Participant roster size is a critical consideration when reviewing a program's ability to deliver quality services and to achieve program performance goals at a reasonable cost per participant.

Standard 5.15a - Historically, the model has proven that programs serving a participant roster size averaging between 35 to 45 participants have successful outcomes. It is recognized there may be variances in the number of participants served based on Specialist experience, funding sources, school or community populations, or specific circumstances within the school.

Standard 5.15b - The ideal class size is 15-20 participants per in-school class, Middle School and Alternative programs may offer smaller class sizes of 8-15 participants per class. Out-of-School programs vary in delivery of the model by site to include individual program services and group cohorts.

AVERAGE Enrollment by Program		
JAG Program	Enrollment Range	Ideal Class Size
Multi Year (9-10 or 11-12)	35-60	15-20
Senior Year	35-50	15-20
Middle School	35-60	8-15



Alternative School	25-50	8-15
Out-of-School	25-45	N/A

Standard 5.16 - Specialists should not be assigned more than one school unless there is a rationale for a multi-school assignment.

Standard 5.17 - Specialists may offer limited supportive duties such as lunchroom duty, hall monitoring, and/or teaching another elective if required expectations of JAG are fulfilled. These duties should be detailed in the partnership agreement.

Model Component #6 – Career Association and Professional Association
 The participant-led organization, referred to as the JAG Career Association (CA) for in-school JAG programs and Professional Association (PA) for Out-of-School programs, is the driving force of competency demonstration through project-based learning and should be incorporated into most JAG activities. The CA/PA is designed to motivate program participants by developing a sense of belonging while creating space for involvement and recognition of members to encourage participation in chapter activities, to develop, practice and refine JAG competencies, and to achieve high performance outcomes.

** The Professional Association is a generic term, and the Out of School Specialists and management staff may elect to call the Professional Association by another name that aligns with participant interest. The same goes for Middle School, you may call it the Career Association or another name, if you have opportunities for leadership engagement.*

Standard 6.1 - The Specialist is the advisor of a local chapter that is comprised of *all* participants on the Program Roster. All participants enrolled in the JAG class are members of the Career/Professional Association.

Standard 6.2 - A slate of officers, a leadership council, or positions of leadership are selected by the members to lead the chapter.

Standard 6.3 - Chapter members will conduct an Initiation and Installation (I&I) Ceremony. CA/PA Officers and members should take a leading role in planning the event under the advisement of the Specialist. The Specialist must ensure that this event is executed.

Standard 6.4 - Chapters should meet as often as needed but no less than once per month.

Standard 6.5 - Chapter members (advised by the Specialist) should develop a Plan of Work/Activities Calendar that is comprised of projects that will facilitate participants’ mastery of competencies. The purpose of the CA/PA is for participants to gain knowledge in the following goal/activity areas:

- Leadership Development
- Career Preparation
- Social Awareness
- Service Learning
- Civic Awareness



- Resource Development/Fundraising (if permitted by school)

Standard 6.6 - Participants are provided the opportunity to participate in local, state, and national conferences comprised of the following activities:

- Career development workshops
- Leadership development training and workshops
- Competitive events (individual and team)
- Recognition and awards
- Social activities
- Legislative activities

Model Component #7 – Competency Attainment

To provide effective instruction that will develop no less than 37 JAG competencies in the senior year and 87 competencies for participants who receive up to four years of program services in grades 9-12. Middle School application incorporates 42 competencies and Out-of-School Model Application includes 20 competencies.

Standard 7.1a – JAG Participants will receive competency-based instruction designed to assist them in progressing to demonstration of mastery of the identified JAG Competencies outlined in their program application.

Standard 7.1b – JAG Participants will receive this instruction primarily through Project-Based Learning and through integration of the CA/PA in program activities, which will facilitate mastery through meaningful engagement.

Standard 7.2 - A Lesson/Activity/Project Plan/Pacing Guide should be developed to document scope and sequence of classroom instruction to be available to management and school staff. The Project Plan may include:

- Project summaries
- Learning objectives
- Educational materials
- Bibliography and references
- Entry events
- Scaffolding materials
- Opportunities for subject matter experts (employer and community partners)
- Assessment (Formative and Summative)

Standard 7.3 - Specialists shall conduct periodic coaching sessions to determine the next steps in achieving goals as outlined in the Individual Development Plan (IDP).

Standard 7.4 - Specialists shall facilitate remediation instruction for basic skills, proficiency tests, High School Equivalency preparation, etc. based on the individual participant's needs.

Model Component #8 – Employer Engagement

The Employer Engagement Framework is a structured approach that provides participants with the opportunity to explore career pathways, gain exposure to different industries, and gain work

experience alongside their employer partners. By utilizing this approach, the goal is for each JAG participant to hone the educational and/or skill-building competencies deemed critical by employer partners so they achieve success in the career pathway of their choice.

Standard 8.1 – Affiliates should cultivate relationships with employers (National, State, Local) and training providers to engage them in accessing career pathways, quality jobs, and work-based learning experiences.

Standard 8.2 – Potential and active employer partners should engage with JAG participants through the Employer Engagement Framework. Examples of quality employer engagements include:

- Guest Speaker, Personal/Career Pathway Sharing, Subject Matter Expert partners for classroom projects, CDC judge/workshop presenter, Job Fair, Business Tour
- Industry-Designed Event, Virtual Webinar, Job Shadows
- Internship, Informal Mentorship, Practicum

The GOAL is employment, certification, apprenticeship, and/or continuing education

Standard 8.3 – The Local Employer Engagement Plan should be designed by the Specialist based on participant interests and aptitudes. The plan should target partners and connect coursework through Project-Based Learning activities and the Career/Professional Association events to provide authentic learning experiences to participants. The plan should:

- Align with the Statewide Employer and Community Engagement Plan (see Standard 3.1c)
- Identify local industry needs
- Target employers that can provide opportunities for:
 - exposure to career pathways,
 - skill development through projects and classroom interaction,
 - employment,
 - and other program support such as sponsorships or funding.

Standard 8.4 - The Local Employer Engagement Plan should include marketing strategies to raise awareness of the local program and its activities to provide opportunities for community/employer support through various levels of investment.

Model Component #9 – Follow-up Services

To deliver value-added support and advocacy to graduates and non-graduates throughout a minimum of a 12-month follow-up service period.

Standard 9.1 – Follow-up services must occur and are the responsibility of the Specialist. The Affiliate is responsible for ensuring the continuity of follow-up during staff/programmatic transitions. Graduates and non-graduates are provided services no less than monthly (quarterly for transitioning 8th graders) to determine what services would be of value to the participant in achieving their education and career goals.

Standard 9.1a – For in-school programs, follow-up services are the responsibility of the Specialist that delivered services during the previous school year.



Standard 9.1b – For all Middle School (MS) 8th graders, follow-up services and documentation are the responsibility of the MS Specialist and should be provided in each academic quarter. Follow-up contacts should be done through school guidance counselors, lunchroom visits, letters home to parents, etc. For MS 8th graders who have transitioned into a JAG Multi-Year program, the MS Specialist should collaborate with the 9th grade Specialist as needed.

Standard 9.2 - For In-School and Out-of-School applications, follow-up contacts must occur monthly, at a minimum, to assess the need for services. The monthly service can be administered through:

- Face-to-face contacts
- Videoconferencing/Phone Calls
- Text messages
- Instant messaging
- Email/Letter
- Social Media messaging, etc.

The services should be personal and assist participants to follow-through on their post-graduation plans and IDP.

Standard 9.3 – All follow-up service contacts must be documented into the JAG Data System as it occurs.

Standard 9.4 - The nature of the follow-up services will depend upon the status of the participant's needs and whether the participant is a "graduate" or "non-graduate."

Youth in follow-up receive the following services:

- Placement in a "quality job" that provides upward mobility/career advancement that aligns to their career goals outlined in the IDP, labor market trends, and opportunities to the extent possible.
- Guidance in making plans for additional education, training, and/or certification beyond high school completion.
- Coaching to improve personal and job performance.
- Assistance in achieving a positive change of status on the job before the close of the 12-month follow-up period (promotion, raise, benefit, increased hours, employer provided training, etc.)
- Delivery of supportive services, if applicable and available, to remove any barriers to education or employment.
- Referral to community services as needed.

In addition, Non-graduates receive the following services:

- Guidance and supportive services to complete requirements for a high school diploma or high school equivalency.
- Support from teachers, if participant returns to school, to improve academic performance.
- Tutoring and academic support to complete diploma/HSE requirements.

Standard 9.5 - The ideal outcome upon graduation or high-school completion is a full-time, quality job that is on the JAG participant's selected career pathway as outlined in the IDP. This may include enrollment in/completion of a credential training and/or post-secondary education, recognizing that the career pathway process may take longer than the 12-months.

Standard 9.6 - Participants should be in full-time positive outcomes by the close of the follow-up phase. Full-time positive outcome categories include:

- Placement in a full-time job or a paid apprenticeship (*including full-time military*).

- Full-time job having earned a credential.
- Placement in a part-time job while enrolled in a postsecondary institution.
- Enrollment in a postsecondary institution (i.e., college, university, apprenticeship, certification, or another educational program).

Standard 9.6a - Full-time jobs are those that provide **30** or more hours of work per week. Part-time jobs are all jobs that provide less than **30** hours of work per week. Graduates may accumulate work hours from multiple part-time jobs to achieve full-time work status.

Standard 9.6b – A single part-time job with less than 10 hours of work per week does not provide substantial work experience; therefore, cannot be considered as a part-time job.

Standard 9.7 – For non-graduates, education and training always take precedence in reporting over jobs when reporting positive outcomes. The highest priority for non-graduates is completion of a high school diploma or an HSE certification. The goal is at least **50 percent** of all non-grads will earn their diploma or HSE by the end of the 12-month follow-up period.

Standard 9.7a - Job placements should not be reported as positive outcomes if the non-grad returns to high school or are working on their HSE. Once the participant graduates, then the job status will count towards positive outcomes.

Standard 9.8 - Those who are reported as non-positive outcomes on the Follow-up Status Summary include the following:

- **Unavailable.** This category includes participants who are unable to work for reasons such as:
 - Hospitalization,
 - at home recuperating from a serious injury, surgery, pregnancy, or sickness that prevents the participant from working, or those who fall under FMLA guidelines,
 - incarceration or are under home supervision due to court assignment.
- **Unable to contact.** All efforts should be made to locate and serve participants at least monthly for graduates and non-graduates. No more than 5% should be assigned to this category.
- **Available/Unemployed.** This category is reserved for participants who have been contacted by the Specialist and verified they are currently not employed or going to school.

Standard 9.9a – Verification of employment. No fewer than three (3) employment verifications per participant are provided by the Specialist during the follow-up year. Contacts are recommended to be made:

- at the point of employment
- after the participant's probationary period (60 or 90 days on the job)
- at the end of follow-up period

Standard 9.9b – Employment verification should be conducted to assure the integrity and proof of job retainment. Verification documents may include:

- check stub
- employer visit
- interaction with employer (in person or virtual)

Standard 9.10a – Verification of Postsecondary Placement. Placement verification should be made at the beginning, during, and at the end of each placement (i.e. Semester, completion of training, end of program year, etc.).



Standard 9.10b – Postsecondary Placement verification should be conducted to assure the integrity and proof of postsecondary placement. Verification documents may include:

- transcript
- National Student Clearinghouse
- interaction with admissions, bursar, registrar, etc. (in person or virtual)

Standard 9.11 - The standard is that at least **50 percent** of working graduates will achieve a positive change of status before the conclusion of the follow-up phase. Positive changes could be with the current or new employer, and include

- Job promotion
- Increase in number of hours worked
- Increase in wage rate
- New assignment with advancement opportunities
- Inclusion in fringe benefits program
- Employer provided training
- Employer financed education

Standard 9.12 - If a participant was employed at the time of entry into the program and if no change in status occurs, Specialists should not take credit for a job placement that did not improve by the end of the follow-up phase.

Model Component #10 – JAG Data Management System

To track program participants and report data as a means of documenting and holding programs and Specialists accountable for the participants served, services delivered, and outcomes achieved. Programs and Staff will comply with maintaining confidentiality of Personally Identifiable Information outlined in the Family Educational Rights and Privacy Act or related regulations.

Standard 10.1 - Specialists accept full responsibility for 100 percent of participants on the JAG Program Roster.

Standard 10.2 - Specialists complete 100 percent of Participant Profiles within 8 weeks of participants entering the program.

Standard 10.3 - Specialists consistently enter model service contact information daily.

Standard 10.4 - Specialists should know how to access and analyze data on their participants served, services delivered, and outcomes achieved.

Standard 10.5 - Specialists should strive to achieve the Performance Outcomes for both Non-Senior and Senior participants. Refer to Model Standards #2.2 and #2.4.

Standard 10.6 - Specialists must enter follow-up services monthly throughout the 12-month follow-up period. For in-school programs data must be up to date on May 31, unless an exception is sought and approved based on the end of the school year.

United Way
of the Midlands



Organization: United Way of the Midlands
Job Title: JAG Nebraska Career Specialist
Supervisor: JAG Nebraska Program Manager
FLSA Status: Exempt, Full Time

UWM's Mission: To UNITE our community's CARING SPIRIT to build a STRONGER tomorrow.

UWM Guiding Principles:

- Build **TRUST** in everything we do
- Extend **GRACE** by thinking beyond yourself
- Show **GRIT** by bringing it every day
- Be **OPEN** to embrace others' differences
- Actively **ENGAGE** by listening and sharing
- Live **CURIOSLY** to learn constantly

With a 100-year heritage of helping others, United Way of the Midlands (UWM) has evolved to meet the ever-changing needs in our community. We invest in more than 100 local nonprofit agencies and provide direct services, such as 211 and JAG Nebraska, to address social and economic disparities and meet community members' essential needs. As needs have continually evolved over the years, we have focused resources and expanded the network of organizations we support – while also mobilizing people and resources in times of economic crisis, health emergencies and natural disasters.

Jobs for America's Graduates (JAG) JAG NE Specialists are teachers and educators, advocates for students, and caring adults and mentors. Our Specialists are responsible for guiding our students through project-based learning experiences for mastery of a minimum of 37 competencies in each JAG class. Specialists must be successful in fully implementing the JAG Nebraska model with integrity while supporting our students to navigate life and academia successfully, achieving high school graduation early or on time, and positive outcomes post-graduation. JAG Specialists work closely with school teachers and supervisors to provide support and coordination for students and must represent the organization's values at all times and must be well-versed in building relationships with multiple stakeholders simultaneously.

Duties and Responsibilities:

- Actively empower youth who experience multiple challenges to success by providing a program proven to increase graduation rates and positive outcomes post-graduation such as employment and post-secondary education or credential attainment.
- Establish and advance relationships with school administrators and teams, building rapport to effectively serve students and align with school culture and goals.
- Ensure the JAG Advantage (Project Based Learning, Trauma Informed Care, and Employer Engagement) is implemented with integrity within each program leading to the successful performance outcomes of each program.
- Actively coordinate events and training opportunities that enhance the leadership, academic, and career skills of all JAG Nebraska students.
- Serve as an example by being a teacher, advocate, and caring adult while upholding the United Way of the Midlands values at all times by building trust, extending grace, showing grit, being open and embracing others' differences, engaging through listening and sharing, and curiously learning constantly.

- Regularly interact with school and district administration as needed regarding student recruitment and opportunities for program expansion and resolve challenges as they arise by communicating effectively, efficiently, and timely while maintaining effective working relationships with school administrators, community leaders, business partners, and JAG Nebraska leadership.
- Conduct site visits to engage with students, building meaningful relationships, while assuring the JAG model standards are met while also observing classroom management techniques by monitoring performance outcomes, analyzing data in JAG Force, reviewing processes including student selection, assessments, classroom management, and instruction, business, and community connections; and by receiving feedback from partners.
- Complete self-evaluations according to United Way of the Midlands policy, providing effective and supportive feedback to the Program Manager while also receiving feedback.
- Request support and resources as needed with the JAG Nebraska model, grant and partnership obligations, accreditation compliance, participant documentation, and data entry into JAG Force.
- Recruit and interview students according to the best practices established by JAG and as preferred by the school.
- Develops a pool of qualified students from the cohort working in conjunction with the program's in-school Advisory Committee, school personnel, and parents; conducts interviews with prospective candidates and those making referrals; applies JAG Model guidelines to select prospective students (35-60) for the program.
- Regularly brief the Program Manager on student performance and outcomes. Request support and share ideas for actions for improvement when students are not on track to meet school and/or JAG performance goals and outcomes.
- Assist in planning and implementation of statewide student events and may assist with student supervision at various events locally, statewide, and nationally.
- Responsible for quality assurance on all paperwork and data to ensure compliance with all funding and accreditation requirements as well as ensuring deadlines are met in a timely manner.
- Propose improvements or revisions to organizational policies and procedures as they relate to the operation of JAG Nebraska to the Program Manager.
- Ensure the JAG model standards are met, including ensuring every student is provided with the opportunity and support necessary to master a minimum of 37 competencies each school year, while also implementing classroom management techniques, monitoring performance outcomes, entering data in JAG Force, reviewing school processes including student selection, assessments, classroom management and instruction, business, and community connections; and by receiving feedback from partners.
- Work daily within Nebraska's public schools and respectfully engage directly with teachers, administrators, and community leaders.
- Establish a positive and ongoing supportive relationship with all students and families in the JAG Nebraska cohort.
- Collaborate with school counselors, advisors, teachers, and administrators to implement the JAG curriculum and activities consisting of support for academic success, career exploration, goal setting, leadership development, and individual development plan.
- Enter student data and confer with school staff to identify and serve students in need of more intensive academic support such as tutoring, extended learning, mentoring, and counseling.
- Delivers the JAG Nebraska project-based learning curriculum for the targeted 35-60 students and ensures they achieve specific competencies through classroom instruction; directs learning through a variety of methods including project-based learning instruction, hands-on activities, experiential learning activities, and team teaching; tailor program and teaching methods to the needs of each student; and implement a well-designed intervention strategy for each student.
- Establish and implement an Individualized Development Plan (IDP) in JAG Force for all students on the school's JAG Nebraska class rosters.
- Monitor the attendance, academic performance, college prep course selection, enrollment in AP and dual credit courses, credits needed for graduation, and progress towards goals of all cohort students.
- Actively work to build a local efficient and effective full circle of community support for student resources by collaborating with in-school and after-school student programs, employers, parents, civic groups, and community partners to build awareness, support, and partnerships in conjunction with the Program Manager.
- Facilitate opportunities for student engagements periodically throughout the summer to increase student contact.

- Participate in school staff meetings, regional and statewide education meetings, and staff development activities within the building and district as appropriate.
- At times, Specialists may drive select students to and from statewide events, as applicable, and/or chaperone students for JAG National events, as applicable.
- Maintain the highest level of confidentiality, integrity, and professionalism.
- Perform other duties as assigned by the supervisor.
- Must comply with the school staff handbook, policies, standards, and expectations.
- Driving is an essential duty

Required Knowledge, Skills, and Abilities:

- Must be able to effectively use the Microsoft Office package of software (Word, PowerPoint, Excel, Teams).
- Required to work 12 months per year.
- Must be knowledgeable about human services and major systems work.
- Must have a good understanding of philanthropy and the role non-profit organizations play in our community.
- Must be able to enter, analyze, and verify data reports as applicable for integrity, accuracy, and various funding requirements.
- Must have the ability to effectively represent UWM and JAG Nebraska during community and stakeholder meetings.
- Must have the ability to think strategically to effectively plan and execute multiple lesson plans and activities in preparation for and throughout each school year.
- Must be able to execute and accomplish immediate deliverables on short notice.
- Must be highly organized, responsive, and able to handle multiple deliverables at the same time.
- Must maintain a positive attitude and care deeply about the overall success of UWM and JAG Nebraska.
- Must be able to work independently while managing multiple priorities and deadlines.
- Must be able to establish appropriate boundaries while developing and nurturing supportive relationships with students and families.
- Must be able to communicate effectively, orally and in writing, with a variety of individuals, within and outside of the school system. Must be able to make formal and informal presentations.
- Must be able to educate a variety of parties about the program by developing ongoing professional relationships.
- Must be able to implement curriculum, projects, and/or other educational opportunities consistent with the goals of the JAG and the Nebraska Department of Education requirements for Career and Technical Education.
- Ability to relate effectively to a wide range of people from all economic, racial, age, ethnic, religious, and social groups, etc.
- Must be able to effectively develop positive relationships, as well as diffuse and resolve conflict.
- Must be able to effectively organize, prioritize, and manage multiple projects and tasks to achieve multiple goals simultaneously.
- Must comply with and adhere to the State of Nebraska teacher and teaching standards and requirements.
- Must become familiar with various funding requirements, such as ESSER, GEER, TANF, WIOA, etc.
- Must be able and willing to follow the chain of command and organizational policies and values.
- Must possess a current and valid driver's license.

Supervisory Responsibilities:

This position does not have supervisory responsibilities related to personnel.

Education and/or Experience:

Must meet Nebraska Department of Education's Teaching Career Education Permit requirements: [Career Ed Teaching Permit Requirements \(ne.gov\)](https://www.doe.ne.gov/teaching-career-education-permit-requirements), to include:

- Completion of a prescribed course of study in a career education area at the postsecondary level, or
- Completion of an apprenticeship in the career education area, or
- Demonstrated proficiency in the career education area based on 5 years or more of practice in that career, or
- Demonstrated proficiency by passing a competency test approved by the industry or career area, and

- Must be willing to complete the Human Relations Training Requirement upon hire, and
- Must be willing to obtain the State of Nebraska Fingerprint Card process as applicable: [Fingerprint Cards \(ne.gov\)](#)

Bachelor's degree required or Master's degree in education, social services, counseling, business, or a similar field or equivalent work experience.

Physical Requirements:

- Prolonged periods of sitting at a desk and working on a computer.
- Regularly reach with hands and arms and talk or hear.
- Occasionally required to walk; climb or balance and stoop, kneel, crouch, or crawl.
- Must occasionally lift and/or move up to 50 pounds.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The noise level in the work environment is usually moderate

Benefits:

- Shared health, dental, and vision insurance
- Generous 401(k) Retirement plan
- Paid vacation and sick time
- Employer-paid life and disability insurance
- Professional development assistance
- Tuition reimbursement
- Onsite cafeteria and gym

How to Apply:

Please submit your cover letter and resume to resume@UWMidlands.org

United Way of the Midlands is an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status or any other characteristic protected by law.



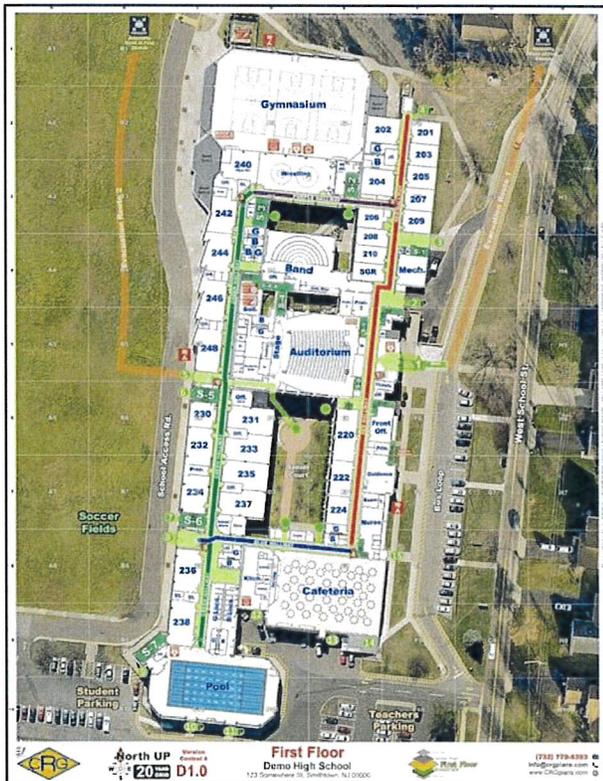
Understanding Your Proposal From Critical Response Group

Critical Response Group, Inc., proudly proposes a mapping solution born from lessons learned by US Special Operation Forces and successfully transitioned for use by critical infrastructure and domestic public safety professionals.

Collaborative Response Graphics® (CRGs®) are site-specific common operating pictures that enable better communication during an emergency. CRGs combine accurate floor plans, high resolution imagery, emergency response pre-planning, and a gridded-overlay into one map. Critical Response Group builds CRGs and distributes them to first responders for use in their pre-existing software applications and provides the necessary training to ensure full implementation.

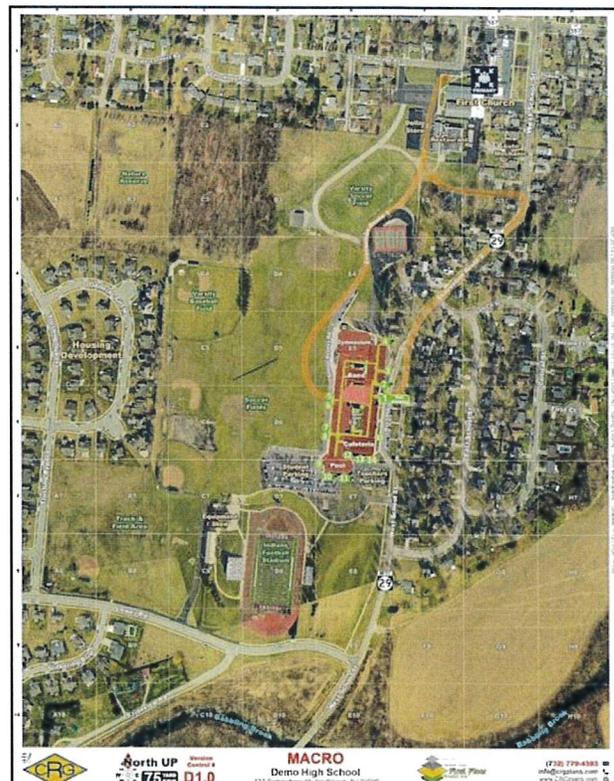
Your proposal contains two types of CRGs:

Micro CRGs



Each floor of a building receives a "Micro" CRG to coordinate response inside a building.

MACRO CRGs



Each campus receives a "MACRO" CRG to coordinate response outside of a building

Micro CRGs come standard with labeling for **floor levels, facility nomenclature, doors/access points, main utility shut-offs, roof access points, Fire Alarm Control Panels, security key boxes, AEDs, and trauma kits**, and are used to coordinate emergency response inside a structure.

MACRO CRGs come standard with labeling for **buildings, parking lots, athletic fields, roadways, access points, and other key landmarks around the property**. MACRO CRGs are used to coordinate events exterior to the structure.

Your proposal also includes a site visit, implementation, and maintenance service that allows us to ensure that your CRGs are accurate and distributed to first responders relevant to your facility.

This program includes four key elements:



1. Site Visit, Updates, and Enhancements

We conduct an initial in-person site visit to ensure the accuracy of your CRGs. During map construction and throughout the first year, we will continue to update and redistribute maps following any site changes, whether those are moving room labels, relocating an AED, or conducting major structural renovations. Maps may also be periodically enhanced based on updated templates or standards.



2. Distribution to your 911 Communication Center

One of the most difficult challenges faced by 911 personnel is receiving emergency calls from locations inside unfamiliar, complex buildings, and needing to relay this information to first responders. Your maps are made accessible to your Emergency Communication Center so that when an emergency call is received from a mapped site, a 911 dispatcher will now be able to quickly reference location information using the CRG. We work with 911 answering points to support and maintain integrations that allow for geolocation of callers or other internal technology systems.



3. Implementation with Law Enforcement and Fire Service

Your building has multiple public safety departments that provide emergency services to your site. We distribute the maps to your law enforcement agency, fire service, and other specialized units like tactical teams. Each of these agencies may use a different technology platform, like a computer-aided dispatch (CAD) system, to access maps; we offer various file types to support integrations that make the CRGs of your building accessible on first responder systems. We also offer annual CRG training free of cost to these agencies.



4. Compatibility with Third Party Systems

If you have a video management system, a panic alert system, or any other technology platform that allows you to access map layers, we will work with you and that third party to offer mapping data that is viewable on that platform. We can also produce CRGs in formats that are usable for IT data management or other site-internal purposes.

The site visit, implementation, and maintenance process is provided in year one to facilitate construction of CRGs and initial distribution to all public safety agencies. It is available for renewal in successive years to ensure maps remain accurate and accessible in all systems.



Proposal from Critical Response Group

ORDER DATE: November 18, 2024

FROM: The Critical Response Group
200 American Metro Blvd. | #113
Hamilton Twp, NJ 08619

TO: Michelle Olson
Grant Writer
Educational Service Unit 7
molson@esu7.org
(402) 564-5753
2657 44th Ave., Columbus, NE 68601

PRODUCT(s)	Micro Maps	MACRO Maps	TOTAL
David City High School •1 MACRO Collaborative Response Graphic (CRG), •3 Micro CRG(s) with GeoRelevant Integrated Floor Plans	3	1	\$4,900.00
Bellwood Elementary School •1 MACRO Collaborative Response Graphic (CRG), •1 Micro CRG(s) with GeoRelevant Integrated Floor Plans	1	1	\$2,450.00
David City Elementary School •0 MACRO Collaborative Response Graphic (CRG), •1 Micro CRG(s) with GeoRelevant Integrated Floor Plans	1	0	\$1,225.00
Implementation and Maintenance	Sites	Cost Per	Total
Site Visit, Implementation, and Maintenance	3	\$560.00	\$1,680.00
Aerial-Ortho (Drone) Imagery	3	\$487.00	\$1,461.00
Vector Mapping	Micros	Cost Per	Total
Converts CRGs into vector components for inclusion into State of Nebraska Geospatial Intelligence Systems (GIS) system	5	\$300.00	\$1,500.00
Total:			\$13,216.00

Payment Terms	
50% deposit required to begin work	\$6,608.00
50% of project fee due upon delivery of Collaborative Response Graphics®	\$6,608.00
Terms and Conditions: Terms & Conditions Unless otherwise agreed in writing by Critical Response Group, Inc. and the customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: http://www.crgplans.com/terms-and-conditions . The Effective Date (as defined in the terms and conditions) shall be the date set forth below.	
Proposal valid for 60 days	

ACPUF
Safety / Security



Proposal from Critical Response Group

Accepted and Agreed By:

Signature: _____ *CHAD DENKER*

Printed Name: _____ *CHAD DENKER*

Title: _____ *DCPS SUPT*

Date: _____ *12-02-2024*

The information and pricing contained in this proposal are strictly confidential. Signature above acknowledges that the parties stipulate to the Terms and Conditions set forth here:

<http://www.crgplans.com/terms-and-conditions> and that Critical Response Group, Inc. is to begin work.



Chad Denker <denker@dcscouts.org>

Resignation

2 messages

Elizabeth Grosc <grosc@dcscouts.org>
To: Chad Denker <Denker@dcscouts.org>

Wed, Nov 13, 2024 at 12:11 PM

Dr. Denker, I want to inform you that I will be retiring from teaching at the end of the 2024-2025 school year. I have loved my time with the David City School District, especially my time in Bellwood. Thank you so much for everything.

--

Elizabeth Grosc
4th Grade Teacher
Bellwood Elementary School
Bellwood NE 68624
402-649-0489

Chad Denker <Denker@dcscouts.org>
To: Elizabeth Grosc <grosc@dcscouts.org>

Wed, Nov 13, 2024 at 12:15 PM

Thank you for the letter. The board will approve the resignation at the December board meeting. Good luck to you. We appreciate your time and years of service. Your experience will be missed.

[Quoted text hidden]

--

Dr. Chad Denker
Superintendent

David City Public Schools
750 D Street
David City, NE 68632

Phone: (402)367-4590
Fax: (402)367-3479
Cell: (402)641-0265
denker@dcscouts.org

www.davidcitypublicschools.org

Notice of Confidentiality:

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CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

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

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 11th day of December, 2024, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2025 and expiring on the 30th day of June, 2027. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

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

2. Salary. The annual salary for the 2025-2026 contract year shall be: ?????????? Dollars (\$?????????.00). The annual salary for the 2026-2027 contract year of this contract shall be: ?????????? Dollars (\$?????????.00. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly

extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

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

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

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

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

4. Duties.

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

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

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

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

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

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

interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

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

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

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

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

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

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

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

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before January 8, 2025, shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this 20th day of December, 2024.</p> <hr/> <p>Dr. Chad Denker, Superintendent</p>	<p>Executed this 11th day of December, 2024.</p> <p>Board of Education of Butler County School District 0056, a/k/a David City Public Schools</p> <p>By: _____ Stephanie Summers, President</p> <p>Attest: _____ Kasey Kuhlman, Secretary</p>
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