

**Board of Education Regular Meeting  
Monday, April 10, 2023 7:00 PM**

**Bayard High School Library  
726 4th Avenue  
Bayard, NE 69334**

Notice is hereby given that a Board of Education Regular Meeting of the School District of Bayard in the Counties of Morrill, Scotts Bluff, Box Butte, and Banner in the State of Nebraska will be held on Monday, April 10, 2023 at 7:00 PM in the Bayard High School Library located at 726 4<sup>th</sup> Avenue, Bayard, NE 69334, which meeting shall be open to the public. An agenda for such meeting, kept continuously current is available for public inspection during normal business hours at the office of the Superintendent, located at 726 4<sup>th</sup> Avenue, Bayard, NE 69334.

### **AGENDA**

- I. Opening the Meeting
  - I.A. Call to Order
  - I.B. Open Meetings Act
  - I.C. Notice of Meeting
  - I.D. Roll Call
  - I.E. Status of Absent Board Members
- II. Approval of Agenda
- III. Introduction of Guests
- IV. Public Comments
- V. Recognition of Student Achievements
- VI. Student Board Representative Report
- VII. Invited Presentations and Discussions with Presenters
- VIII. Board Committee Reports and Recommendations
- IX. Action Items
  - IX.A. Consent Agenda
    - IX.A.1. Minutes of Previous Meeting
    - IX.A.2. Bills
    - IX.A.3. Board Member Reports
    - IX.A.4. Reports and Correspondence Requiring No Action
      - IX.A.4.a. General Reports and Financial Reports
      - IX.A.4.b. Reports for Information Only
    - IX.A.5. Adoption of Policies on First Reading
    - IX.A.6. Adoption of Policies on Second Reading
    - IX.A.7. Approval of Contracts within Policy Guidelines
  - IX.B. Discuss, Consider, and Take All Necessary Action to the Approval of FFA to Attend the National FFA Land Evaluation Competition in El Reno, OK May 2 through May 5th 2023.
  - IX.C. Discuss, Consider, and Take All Necessary Action to the Approval of FFA Attending the National FFA Convention in Indianapolis, IN November 1st through November 4th 2023.
  - IX.D. Discuss, Consider, and Take All Necessary Action to the Approval of EdRising to Participate in the National EdRising Competition in Orlando, FL June 27th through July 2nd 2023.
  - IX.E. Discuss, Consider, and Take All Necessary Action to the Acceptance of a Bid for the ESSER III HVAC Air Quality Improvement Project.

- IX.F. Discuss, Consider, and Take All Necessary Action to Allow the ESSER III HVAC Air Quality Improvement Bid Winner Company to Move Forward with Subcontracts.
- IX.G. Discuss, Consider, and Take All Necessary Action to the Approval of the InterLocal VALTS Agreement with ESU13 for the 2023-2024 School Term.
- IX.H. Discuss, Consider, and Take All Necessary Action to the Approval of the Annual Renewal of Service Agreement with Johnson Controls.
- IX.I. Discuss, Consider, and Take All Necessary Action Regarding the Compensation of the Superintendent.
- IX.J. Discuss, Consider, and Take All Necessary Action to Approval of Certified Staff Resignation.
- IX.K. Discuss, Consider, and Take All Necessary Action in Regards to Classified Staff Compensation.
- X. Discussion Items
  - X.A. Review and Discussion of Policies 2000 through 2113 in the 2000 series.
- XI. Reports
  - XI.A. Principals and District Administrators
  - XI.B. Superintendent
- XII. Set Next Meeting Date
- XIII. Adjournment

**The Bayard Public Schools Board of Education reserves the right to convene a Closed Session for purposes in accordance with 84-1410(1). The Board of Education also reserves the right to change the order of agenda items at the discretion of the Presiding Officer of the Board of Education.**

# Bayard School Board of Education Annual Calendar

January	February	March	April	May	June
<ul style="list-style-type: none"> <li>* Oath of Office</li> <li>* Board Officer Elections</li> <li>* Designate Depository of the District</li> <li>* Designate Legal Firm for the District</li> <li>* Designate Auditors for the District</li> <li>* Designate Official to Apply for Grants and Testify Before Legislature</li> <li>* Board Code of Ethics</li> <li>* Discuss Board Committees</li> <li>* Approve Policy Manual</li> <li>* Review of Accountability and Disclosure Commission Conflict of Interest Reporting Form</li> <li>* NASB Legislative Issues Conference</li> </ul>	<ul style="list-style-type: none"> <li>* Committee on American Civics Meeting</li> <li>* Policy Committee Meeting</li> <li>* Board Committee Assignments</li> <li>* Review Draft of School Calendar</li> <li>* Curriculum Review and Approve Course Catalog</li> <li>* Approve Negotiated Agreement with BEA</li> <li>* Update on State Standards Requirements</li> <li>* Discuss and Take Action on Compensation of Principals and Directors</li> <li>* NASB President's Retreat</li> <li>* NASB Budget and Finance Workshop</li> <li>* NSBA Advocacy Institute</li> </ul>	<ul style="list-style-type: none"> <li>* Curriculum Committee Meeting</li> <li>* Building Committee Meeting</li> <li>* Approve School Calendar</li> <li>* Adopt Resolution Pertaining to Non-Resident Students</li> <li>* Tour of School Buildings, Facilities, Bus Barn</li> <li>* Review 5 Year Facilities Plan</li> <li>* Consider Curriculum Proposals</li> <li>* Discuss Compensation of Superintendent</li> <li>* NASB Membership Renewal</li> <li>* NAEP State Convention</li> </ul>	<ul style="list-style-type: none"> <li>* Board Workshop</li> <li>* Board Self-Assessment And Board Goals</li> <li>* Approve FFA Trip to National FFA Convention</li> <li>* Review Strategic Plan Progress Report</li> <li>* Take Action on Compensation of Superintendent</li> <li>* NASB Spring Legal Workshop</li> <li>* NRCSA Conference</li> <li>* NSBA Annual Conference and Exposition</li> </ul>	<ul style="list-style-type: none"> <li>* Review Extra-Duty Assignments</li> <li>* Approve Classified Staff Handbook, Preschool Handbook, and Pathfinders Program Handbook</li> <li>* Finalize Plan for District Summer Improvements</li> <li>* Review Pathfinders Program</li> <li>* Distribute Superintendent Evaluation (Long Form)</li> <li>* Attend Graduation Ceremony</li> <li>* Attend Staff Retirement Recognition</li> </ul>	<ul style="list-style-type: none"> <li>* NSAA Related Activities Budget</li> <li>* Approve Activities Handbook for Head Coaches and Sponsors, Student and Parent Activity Handbook, and Student and Parent Handbook</li> <li>* Review State Aid Certification</li> <li>* Transportation Director Report</li> <li>* Evaluate Superintendent (Long Form) and Superintendent Goals</li> <li>* NASB School Law Seminar</li> </ul>

# Bayard School Board of Education Annual Calendar

July	August	September	October	November	December
<ul style="list-style-type: none"> <li>* Policy Committee Meeting</li> <li>* Establish Prices for Athletic Admission and Activity Tickets</li> <li>* Establish Prices for School Lunch and Breakfast Programs</li> <li>* Reaffirm Vision Statement, Mission Statement, and Core Covenants</li> <li>* Approve Certificated Staff Handbook and Substitute Teacher Handbook</li> <li>* Hearing on Student Fee Policy, Parental Involvement Policy, Student Anti-Bullying Policy, and School Wellness Policy</li> </ul>	<ul style="list-style-type: none"> <li>* Budget and Audit Committee Meeting for District Budget</li> <li>* Budget and Audit Committee Meeting with Auditors</li> <li>* Tour of School Buildings, Facilities, and Bus Barn</li> <li>* Authorize Payment of Bills Through End of August</li> <li>* Review Annual Emergency Plan</li> <li>* District School Safety Assessment</li> <li>* Board Welcome of New Staff</li> <li>* Board Staff Steak Fry</li> <li>* NASB Area Membership Meetings</li> </ul>	<ul style="list-style-type: none"> <li>* Budget Hearing</li> <li>* Final Tax Request Hearing</li> <li>* Adopt District Budget</li> <li>* Approve Tax Resolution For General Fund, Special Building Fund, and Bond Fund</li> <li>* Review Summer School Program</li> <li>* NASA/NASB Labor Relations Conference</li> </ul>	<ul style="list-style-type: none"> <li>* Policy Committee Meeting</li> <li>* Board Workshop</li> <li>* Consider BEA Request for Recognition as Bargaining Agent</li> <li>* Discuss Negotiations Timeline and Collective Bargaining with BEA</li> <li>* Review Fall District Enrollment Numbers</li> <li>* Review SPED and HAL Programs</li> <li>* Review Statewide Assessment Results</li> <li>* Appoint NASB Delegate Assembly Representative</li> <li>* NASB Facilities and Construction Workshop</li> </ul>	<ul style="list-style-type: none"> <li>* Committee on American Civics Meeting</li> <li>* Teacher Staff Committee Meeting for Negotiations</li> <li>* Approve Audit/Annual Financial Report</li> <li>* Review ACT Results</li> <li>* Prom Plan Presentation</li> <li>* Review District Annual Report</li> <li>* Request Nominations for the Volunteer Section of the Mike Cillessen Memorial Board</li> <li>* Distribute Superintendent Evaluation (Short Form)</li> <li>* NASB State Education Conference</li> <li>* NASB Delegate Assembly</li> </ul>	<ul style="list-style-type: none"> <li>* Teacher Staff Committee Distributes Staff Recognition Items</li> <li>* Select Nominations for the Volunteer Section of the Mike Cillessen Memorial Board</li> <li>* Superintendent Evaluation (Short Form)</li> <li>* NASB New Board Member Workshop</li> </ul>

## **POLICY NO. 9106 - BOARD MEMBER CODE OF ETHICS**

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

### **AS A SCHOOL BOARD MEMBER:**

1. I will listen.
2. I will respect the opinion of others.
3. I will recognize the integrity of my predecessors and associates and the merit of their work.
4. I will be motivated only by an earnest desire to serve my school district and the children of my school district community in the best possible way.
5. I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
6. I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.
7. I will recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
8. I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
9. I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
10. I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
11. I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
12. I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
13. I will abide by majority decisions of the board.
14. I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.
15. I will not discuss the confidential business of the board in my home, on the street or in my office; the place for such discussion is the board meeting.
16. I will endeavor to keep informed on local, state and national educational developments of significance so I may become a better board member.

#### IN MEETING MY RESPONSIBILITY TO MY SCHOOL DISTRICT COMMUNITY:

1. I will consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it, giving to the children of my school district community the educational facilities that are as complete and adequate as it is possible to provide.
2. I will consider it an important responsibility of the board to interpret the aims, methods and attitudes of the school district to the community.
3. I will earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the school district.
4. I will attempt to procure adequate financial support for the school district.
5. I will represent the entire school district rather than individual electors, patrons or groups.
6. I will not regard the school district facilities as my own private property but as the property of the people.

#### IN MY RELATIONSHIP WITH THE SUPERINTENDENT AND EMPLOYEES:

1. I will function, in meeting the legal responsibility that is mine, as part of a legislative, policy-forming body, not as an administrative officer.
2. I will recognize that it is my responsibility, together with that of my fellow board members, to see the school district is properly run and not to run them myself.
3. I will expect the school district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the school district.
4. I will recognize the superintendent as executive officer of the board.
5. I will work through the administrative employees of the board, not over or around them.
6. I will expect the superintendent to keep the board adequately informed through oral and written reports.
7. I will vote to hire employees only after the recommendation of the superintendent has been received.
8. I will insist that contracts be equally binding on teachers and board.
9. I will give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority.
10. I will give the superintendent friendly counsel and advice.
11. I will present any personal criticism of employees to the superintendent.
12. I will refer complaints to the proper administrative officer.

TO COOPERATE WITH OTHER SCHOOL BOARDS:

1. I will not employ a superintendent, principal or teacher who is already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract.
2. I will consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives.
3. I will not recommend an employee for a position in another school district unless I would employ the individual under similar circumstances.
4. I will answer all inquiries about the standing and ability of an employee to the best of my knowledge and judgment, with complete frankness.
5. I will associate myself with board members of other school districts for the purpose of discussing school district issues and cooperating in the improvement of the education program.

Legal Reference:                      Neb. Statute 79-526

Adopted: 10-08-12

Reviewed: 1-12-15, 1-11-16, 5-8-17, 1-14-19, 3-11-19, 1-13-20

# Public Comment Sign-In Sheet

During the public comments portion of the meeting there is a time limit of 5 minutes per speaker and a time limit of 30 minutes for the duration of the public comments portion of the meeting as per Board Policy NO. 9239. Visitors will be required to identify themselves if they speak at this meeting.

Comments will be received in the order in which individuals have placed their names on the sign-in sheet.

The Board will not respond or take action on public comments.

The Board meeting is a business meeting open to the public but it is not a public meeting.

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Student Board Representative  
Board of Education Report  
April 10, 2023  
Submitted by: Nathaniel Barker  
Second Semester Student Board Representative

1. Student Activities:

- a. Track
  - i. Chadron indoor track meet
  - ii. Morrill track meet
  - iii. Home track meet
  - iv. JH. track meet
  - v. Mitchell track meet
- b. Choir
  - i. Mac music contest - rescheduled for April 12th
- c. Band
  - i. WTC honor band with Zach, Isabelle, Kierra
  - ii. Mac music contest - rescheduled for April 12th
- d. FFA
  - i. State
    - 1. Haley Edmunds- Bronze medal- Jr. Public Speaking
    - 2. Matt Applegate- Bronze medal- Cooperative Speaking
    - 3. Zach Araujo- Gold medal- Natural Resources Speaking
    - 4. Floriculture- Scarlett Norman- Purple ribbon individual
    - 5. Nursery Landscape- Kierra Miller- Blue ribbon individual  
Scarlett Norman- Blue ribbon individual
    - 6. Agricultural Demonstration- Gold Medal Plaque – 7th overall, Cambree Schmaltz, Riley Hopkins, Kali Hopkins
    - 7. Agricultural Communications- 3rd Place overall. Awarded a plaque and 4 gold medals!
      - a. Zach Araujo- 3rd high individual
      - b. Emma Henkel- 5th high individual
      - c. Cambree Schmaltz- 15th high individual
      - d. Sharon Garza- 19th high individual
  - ii. State degrees
    - 1. Cambree Schmaltz
    - 2. Matt Applegate
    - 3. Kierra Miller
    - 4. Zoie Clause
    - 5. Dugan Pafford
- e. Quiz Bowl
  - i. Mac quiz bowl Hunter Miller and Scarlett Norman making all conference as individuals and Bayard won the tournament
  - ii. WTC quiz bowl -A team won the tournament, Hunter Miller selected All Conference
  - iii. JH. quiz bowl
- f. Golf

- i. Varsity quad in Alliance
- g. DI
- h. Pi day
- i. Act
  - i. ACT seminar in Bridgeport
  - ii. Juniors take the ACT test
- j. Juniors and sophomores went on a college visits
  - i. NCTA,CCC, Mid-Plains, UNK
- k. Juniors Accuplacer test with anyone else wanting to take college class.
- l. Winter sport banquet
- m. Spring activities pictures
- n. Easter break

2. Other Pertinent Student Information/ Feedback from students

a.

3. Progress on Student Board Representative Initiative

- a. I am looking into to getting 2 TVs with a chrome cast to go through the slideshow of School activities, like the TVs in the commons area. One will go down at Tiger Paws and the other will be at the Senior Center

## **Board of Education Regular Meeting**

Monday, March 13, 2023 7:00 PM

Bayard High School Library  
726 4th Avenue  
Bayard, NE 69334

Carolyn Applegate: Present  
Joe Applegate: Present  
Kim Burry: Present  
Randy Eirich: Present  
Bill Ferrero: Present  
Donna Stuart: Present

### **I. Opening the Meeting**

#### **I.A. Call to Order**

The regular meeting of Bayard Public Schools Board of Education was called to order by President Stuart at 07:01p.m. President Stuart noted a copy of the Board Member Code of Ethics and the Annual Calendar of the Board of Education were included with the meeting materials for board members' reference.

#### **I.B. Open Meetings Act**

The Board President informed the audience that the Open Meetings Act was posted and informed the audience of the Board's policy and procedures regarding public comment.

#### **I.C. Notice of Meeting**

The public notice of the regular meeting of the Bayard Board of Education, Morrill County School District No. 21 was published in the Bayard Transcript in accordance with Board Policy No. 9238. The agenda remained on file at the office of the superintendent and was open for public inspection.

#### **I.D. Roll Call**

The following members were present: Carolyn Applegate, Kim Burry, Bill Ferrero, Randy Eirich, Joe Applegate, Donna Stuart, and Student Board Representative Nate Barker. Administrators present: Superintendent Olson, Principals Ehler and Rice, Directors Nesbitt and Radford.

#### **I.E. Status of Absent Board Members**

### **II. Approval of Agenda**

**Motion Passed:** Motion to approve the agenda passed with a motion by Kim Burry and a second by Carolyn Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

### **III. Introduction of Guests**

### **IV. Public Comments**

### **V. Recognition of Student Achievements**

Youth Wrestling State Qualifiers:

PreK -K

Beckett Wynne

Barrett Spalding

Casen Reffalt

Braylynn Ackerman

3rd & 4th Grade

Demarcus Miller- District Champion

5th & 6th Grade

Cole Rafferty- District Champion

Deryn Wood

Cade Armstrong

7th & 8th Grade

Brayen Gonzalez

Girls Division

3rd-5th Grade

Belin Gonzalez

6th -8th Grade

Elizabeth Menke- District Champion

Spelling Bee Placers:

1st Grade

1st- Jacob Wynne

2nd- Lindy Hoerler

3rd- Keeley Filipi

2nd Grade

1st- Maclin Simons

4th Grade

2nd - Ariel Gonzales

5th Grade

2nd- Emmalee Leonard

6th Grade

3rd- Bailey Sinks

7th Grade

1st Henry Dueker

WTC Honor Band:

Kierra Miller

Zach Araujo  
Izzy Maag

High School State Wrestling Qualifiers:

Carlie McKibbin  
Kolby Houchin  
Brock Burry  
Coy Armstrong

Trenton Marquez scored more than 1000 points in his basketball career along with more than 400 steals first in the state with an average of 4.8 steals per game!

Henry Dueker qualified for State Math Counts with a 2nd place finish in Scottsbluff!

## **VI. Student Board Representative Report**

Student Board Representative Nate Barker presented his report to the board. Student Activities: Student Activities: . Girls basketball i. Subdistricts made to championships but lost 26 to 39. Wrestling - State with Brock Burry, Kolby Houchin, and Coy Armstrong competing, Kolby lost in heartbreaks, Brock and Coy went 0-2 c. Boys basketball-. Subdistrict lost 1st round 45 to 53. Speech- W.T.C. Hunter Miller 3<sup>rd</sup>, M.A.C. Hunter Miller 2nd, Leah 7<sup>th</sup>, Elyse 7<sup>th</sup>. Winter royalty Queen Emma Henkel , King Tristan Muhr Parent-teacher conference's. were held. Choir- Panhandle clinic. FFA- on the 1st Champion horticulture, Meats judging, Quiz Bowl on the 6<sup>th</sup>. Team A got second. All Tournament Hunter Miller. Educators Rising- 2nd Place Children's Literature Pre-K: Aleah Nesbitt ; 3rd Place Children's Literature Pre-K: Carlie McKibbin and Emily Bennett 4th Place Children's Literature Pre-K: Alexi Nesbitt 3rd Place Interactive Bulletin Board: Aleah Nesbitt and Riley Hopkins 8th Place Lesson Planning and Delivery (STEM): Amy Albro . The Quiz Bowl team of Ally, Amy, Aleah, Riley, and Carlie placed 3rd in the prequalifying round and 4th in the final round. Senior Government day 7<sup>th</sup>. A.R. Party had several high school students go and assist. The third quarter ended on the 8<sup>th</sup>. Spring break 9th and 10th

## **VII. Invited Presentations and Discussions with Presenters**

## **VIII. Board Committee Reports and Recommendations**

## **IX. Tour of Buildings**

Tour of buildings started at 7:20p.m. and concluded at 8:18p.m.

## **X. Action Items**

### **X.A. Consent Agenda**

**Motion Passed:** Motion to approve the Consent Agenda passed with a motion by Carolyn Applegate and a second by Kim Burry.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

### **X.A.1. Minutes of Previous Meeting**

### **X.A.2. Bills**

**X.A.3. Board Member Reports**

**X.A.4. Reports and Correspondence Requiring No Action**

**X.A.4.a. General Reports and Financial Reports**

**X.A.4.b. Reports for Information Only**

**X.A.5. Adoption of Policies on First Reading**

**X.A.6. Adoption of Policies on Second Reading**

**X.A.7. Approval of Contracts within Policy Guidelines**

**X.B. Discuss, Consider, and Take All Necessary Action to Approval of Chromebook Purchase with REAP Grant Funds.**

**Motion Passed:** Motion to Approve the Purchase of Chromebooks from Bluum in the Amount of \$11,828.40. passed with a motion by Carolyn Applegate and a second by Randy Eirich.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.C. Discuss, Consider, and Take All Necessary Action to the Approval of the Math Curriculum**

**Motion Passed:** Motion to Approve the purchase of Imagine Learning Math Curriculum in the amount of \$22079 and a McGraw Hill Pre-calculus Curriculum in the amount of \$1611.36 passed with a motion by Kim Burry and a second by Carolyn Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.D. Discuss, Consider, and Take All Necessary Action on Approving the Settlement Reached with Juul Labs, Inc.**

**Motion Passed:** Motion to approve the settlement reached with Juul Labs passed with a motion by Kim Burry and a second by Randy Eirich.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.E. Discuss, Consider, and Take All Necessary Approval to the Purchased Services Agreement with Bayard Tiger Cub Childcare Center**

**Motion Passed:** Motion to Approve the Purchased Services Agreement with Bayard Tiger Cub Childcare Center passed with a motion by Kim Burry and a second by Carolyn Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.F. Discuss, Consider, and Take All Necessary Action to Approval of the KSB School Law Policy Service**

**Motion Tabled:** Motion to table approval of the KSB School Law Policy Service with a motion by Carolyn Applegate and a second by Joe Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.G. Discuss, Consider, and Take All Necessary Action to the Preliminary Engineering Audit Submitted by Community Building Solutions.**

**Motion Passed:** Motion for Bayard Public Schools to enter into a project development agreement with Community Building Solutions for a review audit of air quality and potential energy cost savings. This service will not exceed \$10,000 and the fee will be waived should Community Building Solutions win the District's "Air Quality Enhancement & Energy Savings Contract" passed with a motion by Joe Applegate and a second by Randy Eirich.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**Motion Passed:** Motion for Bayard Public Schools to publicly advertise and open for bids a "Request for Qualifications (RFQ)" for the Bayard Public Schools' air quality enhancement and energy savings project by qualified Energy Service Companies (ESCO) passed with a motion by Joe Applegate and a second by Randy Eirich.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.H. Discuss, Consider, and Take All Necessary Action in Regard to Adopting Resolution Pertaining to Non-Resident Students**

**Motion Passed:** Motion to adopt resolution pertaining to non-resident students passed with a motion by Carolyn Applegate and a second by Kim Burry.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**X.I. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Certificated Staff Resignations**

**Motion Passed:** Motion to approve the resignation of Mark Keszler and thank him for his 9 years of service and resignation of Tabitha Unzicker and thank her for her 5 years of service passed with a motion by Kim Burry and a second by Carolyn Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

**XI. Discussion Items**

**XI.A. Discussion Regarding the Five-year Facilities Plan**

The board discussed the five-year facilities plan.

**XI.B. Discussion Regarding Preliminary Engineering Audit**

The board discussed the preliminary engineering audit.

**XI.C. Discussion Regarding Bus Cameras**

The board discussed bus cameras.

**XI.D. Discussion Regarding Compensation of the Superintendent**

Mr. Olson asked the board to freeze his salary for a year.

## **XI.E. Review and Discussion of Policies 1000 through 1414 in the 1000 series.**

The board discussed policies 1000 through 1414 in the 1000 series.

## **XII. Reports**

### **XII.A. Principals and District Administrators**

Mrs. Ehler provided her report to the board. Academics: We have accepted a partnership with the University of Nebraska-Lincoln's WORDS grant program, targeting ELA instruction in K-3. This will begin next fall and will continue for four years. We will receive all of the following at no cost to our district: Training on the Science of Reading along with other ELA areas. Professional development will be one 6-hour training session in August, and four three-hour throughout the year. One-on-one coaching for K-3 ELA teachers. Additional coaching for a district "Literacy Leader" beginning in the Spring of 2024. Tutors for 5-week sessions (one in fall and one in spring) will be paid through UNL. All staff members in 3-6 are pushing hard for the NSCAS/NWEA assessments coming up. We have altered Tiger Time interventions so we are addressing all of the State standards before we test our students. Teachers will begin utilizing the extended school days to target specific areas that students have missed due to snow days starting with ELA, then Math, Science, and Writing. Our Into Reading Coach, Becky Giles, came on March 7 and worked with our ELA staff. It was a great opportunity for our teachers to dig into resources as well as updated data now that they have some experience with the curriculum and start fine-tuning instruction. We plan to have two more virtual coaching sessions before the end of the year. Leadership: Our Student Lighthouse Team organized the AR party for third quarter, traveling to Zwetzig Skate & Bounce. FFA students put on a wonderful assembly and activity stations for the 3-6 elementary students, introducing them to some of the competitions that they participate in. We celebrated Read Across America Week February 27-March 3 with Educator's Rising students reading aloud to the elementary students, a book trade, sharing of favorite books, and dressing up as their favorite book characters. Engagement: STEAM Night on February 28 was a big success with over 60 attendees. Families will be in the building this week for our second annual Bingo night and proceeds will go to the Student Lighthouse Team for student activities throughout the year. We plan to have Kindergarten Round-Up March 20 and Preschool Registration March 27. Community: Coffee at the Curb has begun again, with a great response from our parents. This is a great chance to show our parents we appreciate their support for our students and staff. Our Pathfinders program is recruiting people to be on our 21st Century Grant Board and we have added Amanda Filipi from NRD. We hope to continue to increase our local partnerships to bring in more experiences for our afterschool program.

Dr. Rice provided her report to the board. Academics: Teachers are making the final push to prepare students for the NWEA/NSCAS tests. Testing will begin the week of April 11th. Juniors will be taking the ACT on March 21st. Seniors attended County Government Day on March 7th. I received a compliment from County Commissioner, Jeff Metz, who stated he was impressed with our students. Mrs. Rafferty is to be commended for her preparation of our Seniors for this event. Mr. Rafferty will be taking the sophomores to Columbus on March 12th. Students will attend the ACT Workshop sponsored by Cargill on March 15th. Leah Nesbitt, Zach Araujo, Logan Mascher and Trenton Carrizales (Mrs. Gier's Math IV students), and Caleb Wilkins, and Karter Winter (Mr. Posey's College Statistics students) participated in the M3 Math Challenge. The challenge is an Internet-based, applied mathematics contest for high school juniors and seniors. Teams are given 14 hours to solve an open-ended, applied math-modeling problem

related to a real-world issue. Winners receive college scholarships totaling \$125,000. The purpose of the challenge is to encourage students to pursue careers in STEM disciplines. These students are to be commended for their commitment to this process. WNCC will be here on March 17th to administer the Accuplacer test. Any student wanting to take dual credit or college-level classes must complete this test. Leadership: All Teacher Evaluations have been completed at the JH/HS. Mrs. Rafferty has been working with seniors to complete scholarship applications. Her dedication to this process is to be commended. Engagement: Parent-Teacher Conferences were held on February 13th and 16th. Approximately 24% of our student population was represented. Mrs. Torres took 8 students to Lincoln on March 6th-7th to compete at the State Educator's Rising competition. I would like to commend Mrs. Gier for continually updating our web and social media pages. We appreciate her dedication to highlighting all of the great things happening in our district. Community: Winter Royalty was held on February 25th with 97 students attending. Our Spring Concert and Student Showcase will be on Tuesday, April 18th. Mr. Nesbitt provided his report to the board. Academics: Each week started checking the eligibility list, and so far, every student has been working hard to maintain their grades so they can participate. Juniors and some sophomores will be going to Bridgeport for an ACT prep seminar on March 15th. Juniors will be taking the ACT on March 21st here at the school. Seniors traveled to Bridgeport and participated in County Government Day on March 7th. Leadership: Speech: The speech team competed at districts in South Platte. Leah Cerny, Elyse Harris, and Hunter Miller participated this year. Hunter was 1 place away from qualifying for the state meet this year. Girls and Boys Basketball: The boys and girls finished their seasons at subdistricts in Gordon Rushville. The awards banquet will be on March 16th at 6:30 pm. Wrestling: We had 4 individuals qualify for the state wrestling tourney. Carlie McKibbin who was injured at districts and was unable to compete this year. She is looking forward to next and working to get to state for the 3rd straight year. Brock Burry, Coy Armstrong, and Kolby Houchin qualified for state for another year. They had some tough draws at state, but all are looking forward to next year to come home with some hardware. FFA: FFA had a livestock judging contest on March 1, 2023 at Kimball. FFA seniors went on their annual ski trip at the end of February this year also. State FFA is coming up and qualified numerous students for the event coming up on March 28-31. Sophomores left on March 12th to help pick up plants for the greenhouse and returned on the 13th. They will spend at least a day preparing and planting to get the greenhouse started for this spring. Educators Rising: Mrs. Torres took some students to the state Ed-Rising for the first time. They had a great time, learned a lot and qualified 6 individuals for the National contest this summer. Pre-K Children's Lit - Aleah Nesbitt 2nd place Pre-K Children's Lit - Carlie McKibbin and Emily Bennett 3rd place Pre-K Children's Lit - Alexi Nesbitt 4th place Interactive Bulletin board - Aleah Nesbitt and Riley Hopkins 3rd place Lesson Planning and Delivery(STEM) - Amy Albro 8th place. Quiz bowl team 4th place - Ally, Amy, Aleah, Riley and Carlie Quiz Bowl: We had our home high school quiz bowl contest on March 6th. We hosted teams from around our area and competed in the meet as well. We placed 2nd in our home meet. Matt Applegate and Hunter Miller were part of the all-tourney team with their performances on that day. We will be hosting the JH/HS MAC quiz bowl meet on March 20th here in Bayard. Mrs. Rafferty has been working hard to prepare for 18 teams coming to this meet. Also, we will be taking some students to Bridgeport on March 30th for the WTC quiz bowl competition. Also, our JH quiz bowl students will be competing at Banner County the next day, March 31st. Honor Band: We have students attending on March 14, 2023 in Bridgeport. High School Choir: We had some students attend the Scottsbluff Panhandle choral clinic at the end of February. They worked

with a conductor all day and performed that night with more than 200 students around the panhandle. MAC music is coming up on March 27th, 2023 in Creek Valley. They are working hard to prepare. Boys Golf: First competition on March 30th in Alliance. So far there is a total of 8 boys. They have been working on the basics of golf to begin the season due to the weather. Track & Field: First competition is March 18, 2023 at CSC starting at 9 am. Our First home Track Meet will be April 1, 2023. 21 Girls and 18 Boys out for Track and Field. Spring Practices: Started February 27, 2023. It has been cold, but students are getting in some work to get started. Engagement: We hosted local media and community members for Kierra Miller's signing at Dakota State for both volleyball and track. Students showcase will be coming up April 18th. We hope to showcase our students in many different ways to all our community members in the old gym. Some sophomores and Juniors will be attending CSC on April 4th for a Campus visit. Some sophomores and juniors will be attending colleges in North Platte, Curtis, Grand Island, and Kearney March 22nd and 23rd to get a good feel for their colleges. They will be doing campus visits during that time. Community: The Youth Boy's Basketball team of Bayard competed in the Lions club tournament. Youth Volleyball started this past week with coaches Tabitha Unzicker and Jessica Nesbitt. They will be practicing Mondays and Thursdays. The elementary is doing a Bingo night for the community on March 16th prior to the winter sports awards. Matt Erdman working with a group Ameritas has been working with us to come give back to our school to help our students increase their speed as part of our strength and conditioning programs. They will also be tested as part of this program, our students will be given drills, and staff will be given instruction on how to continue to help our kids be faster as part of their strength and conditioning. Transportation: We are currently exploring camera systems for our busses. Mr. Olson, Kurt Wagner, Mrs. Gier, and myself talked with 3 different reps about camera systems for our buses. Drivers are working tirelessly to get students to and from school safely. Also, they are working together to ensure we are able to transport all of our students and staff to activities and field trips during this busy time of year. We are working with Mrs. Gier to create a digital bus request system. We had 7 individuals complete the Level 1 training to begin the process to be able to drive short buses with 14 passengers or less. Rick Johnson, Mark Wagner, Corina Walters, Jeff Erdman, Rock Trevino, Randy McKibbin and myself completed the class on March 8th. To complete the process each will need to complete a physical and the driving portion of the class with Kurt. We are excited that we have more drivers beginning the process.

Dr. Radford provided her report to the board. Academics: Students have been preparing for the upcoming NWEA and NSCAS testing periods. Staff will be trained or get a refresher of the Susan Barton curriculum in order to implement it with fidelity next year. Assessments to identify dyslexia are being evaluated. One will be purchased prior to next year in order to be in compliance with new legislation requiring schools to test for dyslexia and to provide interventions in dyslexia. Leadership: As part of the ILCD process, the parent survey has been sent out to parents to obtain important feedback. Indicator 13 data was collected and reported to NDE, which includes transition planning in IEP's. Policy and Procedure review was completed with the school board and submitted to NDE. Dr. Radford attended a Targeted Improvement Planning Meeting at ESU 13 on February 14, 2023. Dr. Radford attended a Sped Seminar hosted virtually by ESU 13 on March 2, 2023. Engagement: We have a new Services Coordinator through the Early Development Network and have started having early intervention team monthly meetings. We are coordinating special education services for daycare and preschool students. For students who reside in the Bridgeport School District, we are working with the

special education director and superintendent to ensure they are provided services either in Bridgeport or Bayard. Community: Shania Ashmore attended a Transition Conference by NDE via zoom on February 21 and 22 to improve transition planning for students including career skills and independent living skills.

### **XII.B. Superintendent**

Mr. Olson provided his report to the board. Update on potential elementary HVAC with ESSER III dollars. Policy Overhaul Service by KSB Law. Camera system for Buses. Mention funding stream. Critical incident response concerning lockout and lockdown. The parking lots have been scraped and leveled out by Derek Stuart. Review the merit of a possible business position to meet anticipated state-mandated needs concerning financial and computer literacy. 7) Mr. Nesbitt, our custodial staff and others took Level I bus training on Tuesday-Thursday from 4:00-8:00.

### **XIII. Set Next Meeting Date**

Next meeting set for April 10, 2023 at 7:00p.m.

### **XIV. Adjournment**

**Motion Passed:** Motion for adjournment at 9:21p.m. passed with a motion by Kim Burry and a second by Carolyn Applegate.

Votes: : Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Randy Eirich: Yea, Bill Ferrero: Yea, Donna Stuart: Yea

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Secretary

**Bayard Public Schools**

**4/10/2023**

**GENERAL FUND**

<b>Vendor Name</b>	<b>GL Acct #</b>	<b>Description</b>	<b>Amount</b>
21ST CENTURY EQUIPMENT LLC	01 2610 610 001 001 1	lawn mower service	42.45
	<b>Total</b>		<b>42.45</b>
ALARM SECURITY TECHNICIANS	01 2620 352 002 002 2	ast monitoring	28.95
	01 2620 352 001 001 1	ast monitoring	28.95
	<b>Total</b>		<b>57.90</b>
Amazon Capital Services	01 2620 610 002 002 2	safty lights for elem	193.96
	01 6200 610 004 000 0	Family Engagement Night American	35.96
	01 6200 610 004 000 0	Family Engagement Night Shuttle Art	159.84
	01 2410 610 002 002 2	USB C Hub, TOTU 13-in-1 Type C Hu	359.88
	01 2410 610 002 002 2	KOORUI 22 Inch Computer Monitor, F	389.95
	01 2410 610 002 002 2	Blackview MP60 Mini PC Windows 11	299.98
	01 2410 610 001 001 1	Dell Inspiron 15 3520 Laptop - 15.6-in	1,499.98
	01 2410 610 002 002 2	LG Electronics 8X USB 2.0 Super Mu	24.99
	<b>Total</b>		<b>2,964.54</b>
BAYARD AUTOMOTIVE	01 2710 610 000 000 0	Parts and shop supplies	13.00
	01 2710 610 000 000 0	Parts and shop supplies	58.19
	01 2710 610 000 000 0	Parts and shop supplies	7.95
	01 2710 610 000 000 0	Parts and shop supplies	546.38
	01 2710 610 000 000 0	Parts and shop supplies	(58.86)
	01 2710 610 000 000 0	Parts and shop supplies	93.73
	<b>Total</b>		<b>660.39</b>
BAYARD PUBLIC SCHOOLS - ACTIVITY	01 2220 640 002 002 2	2022-2023 yearbook	10.00
	01 2220 640 001 001 1	2022-2023 Yearbook	30.00
	<b>Total</b>		<b>40.00</b>
BAYARD PUBLIC SCHOOLS - LUNCH	01 1160 610 000 000	jan staff meals	909.38
	01 1160 610 000 000	feb staff meals	1,009.25
	01 1160 610 000 000	mar staff meals	1,335.63
	<b>Total</b>		<b>3,254.26</b>
BAYARD PUBLIC SCHOOLS	01 2510 610 000 000 0	2022-23 Yearbook	30.00
	<b>Total</b>		<b>30.00</b>
Bayard Tiger Paws	01 2710 610 000 000 0	supper bus class	37.38
	<b>Total</b>		<b>37.38</b>
BAYARD TRANSCRIPT	01 2310 540 000 000 0	mar 23 publications	343.33
	<b>Total</b>		<b>343.33</b>
BENZEL PEST CONTROL	01 2620 352 001 001 1	pest control	110.78
	01 2620 352 002 002 2	pest control	110.77
	<b>Total</b>		<b>221.55</b>
BLACK HILLS ENERGY	01 2610 621 001 001 1	#242155 heating fuels	6,488.75
	01 2610 621 000 000 0	#267959 heating fuels	337.72
	01 2610 621 002 002 2	#462419 heating fuels	2,033.40
	<b>Total</b>		<b>8,859.87</b>
BLUUM USA INC	01 6992 610 004 000 0	Dell, NEW, Chromebook 11 – 3100, li	6,771.30
	<b>Total</b>		<b>6,771.30</b>
BOX LIGHT INC	01 2510 531 000 000 0	Return shipping costs for lamp replac	20.50
	<b>Total</b>		<b>20.50</b>
BRADY, DEE	01 1100 352 001 001 1	mileage	374.66
	01 1100 352 001 001 1	practice and class hours	750.00
	<b>Total</b>		<b>1,124.66</b>
BRIDGEPORT PUBLIC SCHOOLS	01 1100 330 001 001 1	34 students chad cargill act prep	1,020.00
	<b>Total</b>		<b>1,020.00</b>
Capital One	01 2310 610 000 000 0	supplies	149.20
	01 2710 610 000 000 0	carseat	199.98
	01 6200 610 004 000 0	Family Engagement Bingo Night	1,091.64

	01 6968 610 002 002 2	cooking club	30.85
	<b>Total</b>		<b>1,471.67</b>
CARDMEMBER SERVICE	01 1100 610 000 000 0	Guitar Music	55.11
	01 3540 610 002 002 2	https://1000booksbeforekindergarten.	75.00
	01 1100 610 000 000 0	Apple MacBook Air Keyboard Key	7.99
	01 1100 610 000 000 0	=	3.79
	01 1100 610 001 001 1	"The War Outside" by Monica Hesse	25.87
	01 1160 610 000 000 0	Infection Control and Prevention in Sc	25.00
	01 2510 810 000 000 0	canva	12.99
	01 2710 626 000 000 0	route fuel	255.38
	01 3599 610 400 000 0	quickbooks and brightwheel	95.00
	01 2510 810 000 000 0	fees	100.79
	01 2510 810 000 000 0	mail chimp	13.00
	01 2510 531 000 000 0	postage	39.73
	<b>Total</b>		<b>709.65</b>
CENTURY LINK	01 2510 382 000 000 0	#1510 telephone	147.67
	01 2510 382 000 000 0	#7931 telephone	198.02
	01 2510 382 000 000 0	#1785 telephone	474.72
	01 2510 382 000 000 0	#0450 telephone	172.58
	<b>Total</b>		<b>992.99</b>
CITY OF BAYARD	01 2610 621 000 000 0	#31200 electric	37.00
	01 2610 621 001 001 1	#75400 electric	4,712.19
	01 2610 410 001 001 1	#75400 utilities	726.50
	01 2610 621 002 002 2	#75600 electric	2,535.19
	01 2610 410 002 002 2	#75600 utilities	985.25
	<b>Total</b>		<b>8,996.13</b>
CONNECTING POINT	01 1100 810 001 001 1	copier service contract	610.70
	01 1100 810 002 002 2	copier service contract	610.70
	<b>Total</b>		<b>1,221.40</b>
CULLIGAN WATER CONDITION	01 2620 352 001 001 1	r/o system	27.50
	01 2620 352 002 002 2	r/o system	109.90
	<b>Total</b>		<b>137.40</b>
DAS STATE ACCOUNTING - CENTRAL	01 1100 382 000 000 0	feb 23 network	238.13
	<b>Total</b>		<b>238.13</b>
DEMCO INC.	01 2220 610 001 001 1	Gummed Date Due Slips 2 column st	11.89
	01 2220 610 001 001 1	Paper fold Adjustable 10"x21" Jacket	22.19
	01 2220 610 001 001 1	Paper fold Adjustable 9"x19" Jacket L	19.44
	01 2220 610 001 001 1	shipping	10.95
	<b>Total</b>		<b>64.47</b>
DUEKER, NEAL	01 2710 332 000 000 0	mileage reimbursement	329.28
	01 2710 332 000 000 0	mileage reimbursement	72.03
	01 2710 330 000 000 0	mileage reimbursement	174.25
	<b>Total</b>		<b>575.56</b>
EAKES OFFICE SOLUTIONS	01 1200 610 003 001 1	305A (CE410A) Toner	101.99
	01 2610 610 002 002 2	Sani-T-10 w/ pump	21.11
	<b>Total</b>		<b>123.10</b>
EDUCATIONAL SERVICE UNIT #13	01 1200 591 003 002 2	panhandle beginnings	965.70
	01 1160 591 000 000 0	valts 2nd quarter	3,869.00
	01 2140 591 001 001 1	counseling non sped	2,983.84
	01 2140 591 002 002 2	counseling non sped	1,097.97
	01 1100 591 001 001 1	dl	770.00
	01 1100 591 001 001 1	erate consortium	350.00
	01 1160 591 000 000 0	neva	708.33
	01 1100 330 001 001 1	mid winter conference	380.00
	01 1100 330 002 002 2	mid winter conference	480.00
	01 1292 591 003 000 0	0-2 sup esu programs	24.07
	01 2153 591 003 000 0	0-2 speech	300.92
	01 2171 591 003 001 1	hs pt	37.80

	01 1200 330 003 000 0	sped inservice	69.30
	01 1200 591 003 002 2	elem ot sup	43.20
	01 1200 591 003 000	sup of s/a esu programs	395.96
	01 1200 591 003 001 1	hs ot sup	19.80
	01 6408 591 004 000 0	meridian a	2,099.00
	01 1200 591 003 001 1	hs pt sup	12.83
	01 1291 591 003 000 0	3-5 ot sup	68.98
	01 1291 591 003 000 0	3-5 sup esu programs	126.88
	01 2161 591 003 002 2	elem ot	540.00
	01 2161 591 003 001 1	hs ot	247.50
	01 2162 591 003 000	3-5 ot	862.20
	01 2152 591 003 000 0	3-5 speech	1,586.00
	01 2151 591 003 001 1	hs speech	471.86
	01 2151 591 003 002 2	elem speech	4,183.68
	01 2151 591 003 001 1	meridian speech	160.36
	01 2141 591 003 000 0	hs psych counseling	224.69
	01 1200 591 003 001 1	sup hs pt	3.02
	<b>Total</b>		<b>23,082.89</b>
FOLLETT EDUCATION SERVICES	01 2220 610 001 001 1	Destiny Easy Scan Corded Scanner h	289.00
	01 2220 610 001 001 1	shipping	3.79
	<b>Total</b>		<b>292.79</b>
FRANK PARTS COMPANY	01 2710 610 000 000 0	A C Hoses and couplings	140.81
	01 2710 610 000 000 0	O Ring	1.69
	01 2710 610 000 000 0	O Ring	4.88
	01 2710 610 000 000 0	Reman compressor	330.77
	01 2710 610 000 000 0	ORing asst270pc	25.14
	01 2710 610 000 000 0	core deposit	50.00
	01 2710 610 000 000 0	reman compressor	330.77
	01 2710 610 000 000 0	credit	(50.00)
	<b>Total</b>		<b>834.06</b>
Halverson, April	01 3599 610 400 000 0	reimbursement childcare snacks C4K	24.11
	01 3599 610 400 000 0	reimbursement childcare suppli C4K	71.22
	01 3599 610 400 000 0	reimbursement childcare snacks C4K	30.50
	<b>Total</b>		<b>125.83</b>
IDEAL LINEN SUPPLY	01 2610 610 001 001 1	mats rags mops	290.78
	01 2610 610 002 002 2	mats rags mops	382.87
	<b>Total</b>		<b>673.65</b>
IDEAL/BLUFFS FACILITY SOLUTIONS	01 2610 610 002 002 2	toilet tissue	224.00
	<b>Total</b>		<b>224.00</b>
INLAND TRUCK PARTS COMPANY	01 2710 610 000 000 0	Receiver Drier	112.54
	01 2710 610 000 000 0	Freight	25.00
	<b>Total</b>		<b>137.54</b>
INSTRUMENTALIST CO., THE	01 1100 610 001 001 1	sousa combination	84.00
	<b>Total</b>		<b>84.00</b>
JOHNSON CASHWAY LUMBER CO	01 2620 610 001 001 1	bleacher boards	515.34
	<b>Total</b>		<b>515.34</b>
JOSTENS	01 2310 610 000 000 0	medallions	74.53
	<b>Total</b>		<b>74.53</b>
KOLEY JESSEN ATTORNEYS	01 2330 317 000 000 0	legal fees	1,010.00
	<b>Total</b>		<b>1,010.00</b>
KUSKIE OIL CO.	01 2610 626 001 001 1	custodial fuel	63.74
	01 2710 626 000 000	feb 23 fuel	657.10
	01 2610 626 001 001 1	mar 23 fuel	53.36
	01 2710 626 000 000	march 23 fuel	3,464.25
	01 2710 626 000 000	feb 23 fuel	1,131.08
	01 2710 626 000 000	bus fuel	1,216.04
	01 2710 626 000 000	bus fuel	545.40
	<b>Total</b>		<b>7,130.97</b>

LAKEVIEW BOOKS	01 2220 640 002 002 2	elem library book and shipping	47.99
	<b>Total</b>		<b>47.99</b>
LINGO COMMUNICATIONS	01 2510 382 000 000 0	mar 23 telephone	307.79
	<b>Total</b>		<b>307.79</b>
MATHESON TRI-GAS INC.	01 1100 610 001 001 1	50' welding extension cord	200.09
	01 1100 610 001 001 1	refill bottle of c-25 gas	168.92
	01 1100 610 001 001 1	welding wire for mig	349.20
	<b>Total</b>		<b>718.21</b>
MCI COMM SERVICE	01 2510 382 000 000 0	feb 23 telephone	36.97
	<b>Total</b>		<b>36.97</b>
MENARDS	01 2620 610 001 001 1	supplies for pressbox	735.93
	<b>Total</b>		<b>735.93</b>
MIDAMERICA BOOKS	01 2220 610 002 002 2	Spartans	21.95
	01 2220 610 002 002 2	Field Guide for Kids - Fish	30.95
	01 2220 610 002 002 2	Field Guide for Kids - Mammals	30.95
	01 2220 610 002 002 2	Field Guide for Kids - Trees	30.95
	01 2220 610 002 002 2	Field Guide for Kids - Birds	30.95
	01 2220 610 002 002 2	Cat Encyclopedia	32.95
	01 2220 610 002 002 2	Dog Encyclopedia	32.95
	01 2220 610 002 002 2	Horse Encyclopedia	32.95
	01 2220 610 002 002 2	Shark Encyclopedia	32.95
	01 2220 610 002 002 2	Gladiators	21.95
	01 2220 610 002 002 2	Maori Warriors	21.95
	01 2220 610 002 002 2	Medieval Knights	21.95
	01 2220 610 002 002 2	Samurai	21.95
	01 2220 610 002 002 2	Vikings	21.95
	01 2220 640 001 001 1	Tuberculosis	24.95
	01 2220 640 001 001 1	Polio	24.95
	01 2220 640 001 001 1	Influenza	24.95
	01 2220 640 001 001 1	GOATs of basketball	23.95
	01 2220 640 001 001 1	GOATs of Baseball	23.95
	01 2220 640 001 001 1	GOATs of football	23.95
	01 2220 640 001 001 1	GOATs of auto racing	23.95
	<b>Total</b>		<b>557.95</b>
MUSIC FILING SOLUTIONS	01 1100 610 001 001 1	V Files for Choir and Band Music	558.00
	01 1100 610 001 001 1	Shipping	120.00
	<b>Total</b>		<b>678.00</b>
NE COLORADO CELLULAR, INC	01 1100 382 001 001 1	hotspots hudl striv	286.65
	<b>Total</b>		<b>286.65</b>
NE COUNCIL OF SCHOOL	01 2410 330 002 002 2	Hearing Officer Training-Ehler	100.00
	01 2410 330 001 001 1	Hearing Officer Training-Rice	100.00
	<b>Total</b>		<b>200.00</b>
NEBRASKA CENTRAL EQUIPMENT INC.	01 2710 610 000 000 0	Heater Motors bus 14	268.02
	<b>Total</b>		<b>268.02</b>
PLATTE RIVER GLASS	01 2710 610 000 000 0	R & R Glass side glass Charter bus	125.00
	<b>Total</b>		<b>125.00</b>
POMPS TIRE SERVICE INC	01 2710 610 000 000 0	tire and wheel	450.00
	01 2710 610 000 000 0	tire repair	63.00
	<b>Total</b>		<b>513.00</b>
PRO OVERHEAD DOOR	01 2620 352 001 001 1	bus barn door panel	1,468.00
	<b>Total</b>		<b>1,468.00</b>
PROTEX CENTRAL INC.	01 2620 352 001 001 1	remote alarm monitoring	300.00
	01 2620 352 002 002 2	remote alarm monitoring	270.00
	<b>Total</b>		<b>570.00</b>
QUAVERMUSIC.COM, LLC	01 1100 810 001 001 1	quaver renewal	1,800.00
	<b>Total</b>		<b>1,800.00</b>
RENAISSANCE LEARNING INC.	01 1100 810 002 002 2	yearly subscription	3,286.00
	<b>Total</b>		<b>3,286.00</b>

SKS SMART KIDS SOFTWARE INC	01 1100 610 002 002 2	Speedskin Ultralim	320.00
	<b>Total</b>		<b>320.00</b>
SOAR PEDIATRIC THERAPY, LLC	01 2173 591 003 000 0	feb 23 0-2 pt	197.50
	01 2172 591 003 000 0	feb 23 3-5 pt	230.42
	01 2171 591 003 002 2	feb 23 s/a pt	1,374.52
	<b>Total</b>		<b>1,802.44</b>
STAR-HERALD	01 2310 540 000 000 0	public notice ESSER III hvac	73.60
	01 2410 810 001 001 1	hs/ad sub renewal	459.99
	<b>Total</b>		<b>533.59</b>
STUART, DEREK	01 2620 352 001 001 1	parkinglots -box scrapper	125.00
	01 2620 352 002 002 2	parkinglots -box scrapper	125.00
	<b>Total</b>		<b>250.00</b>
TIME MANAGEMENT SYSTEMS	01 2510 810 000 000 0	timeclock	208.00
	<b>Total</b>		<b>208.00</b>
VERIZON	01 2710 610 000 000 0	bus gps	210.47
	<b>Total</b>		<b>210.47</b>
		General Fund Total	<b>\$89,088.24</b>
		Building Fund	<b>\$0.00</b>
		Payroll	<b>\$438,278.55</b>

**Detail Check Register**

**Checking Account:** 7

**Student Activity**

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
14378	Check	03/08/2023	SYNCB	Amazon Capital Services	314.14
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1gnj-lypl-r3l7	02/24/2023	23-000748	Frog Costume	07 2900 610 121 000 0	15.98
1p6y-kmyl-1kgr	03/06/2023	23-000792	Archway	07 2900 610 224 000 0	137.73
1p6y-kmyl-1kgr	03/06/2023	23-000792	pillars 2 in one	07 2900 610 224 000 0	49.89
1p6y-kmyl-1kgr	03/06/2023	23-000792	ivy garland	07 2900 610 224 000 0	30.58
1p6y-kmyl-1kgr	03/06/2023	23-000792	Gossamer 59:x25 yards	07 2900 610 224 000 0	64.99
1p6y-kmyl-1kgr	03/06/2023	23-000792	shipping	07 2900 610 224 000 0	22.68
1p6y-kmyl-1kgr	03/06/2023	23-000792	discount	07 2900 610 224 000 0	(7.71)
14379	Check	03/08/2023	ANNGAR	ANNABELL GARDENS	955.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20230306	03/06/2023		girls bb	07 2900 610 114 000 0	955.00
14380	Check	03/08/2023	TIGERPAWS	Bayard Tiger Paws	344.74
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1095886/1095859/1095	02/24/2023	23-000735	pizza	07 2900 610 227 000 0	60.00
1095886/1095859/1095	02/24/2023	23-000735	pizza	07 2900 610 227 000 0	60.00
1095886/1095859/1095	02/24/2023	23-000735	pizza	07 2900 610 227 000 0	42.24
1098844	02/24/2023	23-000768	breakfast burritos	07 2900 610 102 000 0	45.00
1100500	03/06/2023	23-000794	hospitality	07 2900 610 102 000 0	137.50
14381	Check	03/08/2023	WALMARTC	Capital One	26.42
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20230306-0002	03/06/2023	23-000749	ELEM DI COSTUMES	07 2900 610 121 000 0	26.42
14382	Check	03/08/2023	CARD	CARDMEMBER SERVICE	1,305.38
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20230308	03/08/2023	23-000644	Paper Plates	07 2900 610 146 000 0	15.44
20230308-0002	03/08/2023	23-000669	Mouse Traps and Paint	07 2900 610 126 000 0	24.18
20230308-0004	03/08/2023	23-000635	Meals for bus driver and teacher	07 2900 610 124 000 0	47.30
20230308-0005	03/08/2023	23-000716	Ski- lift tickets/rentals	07 2900 610 124 000 0	743.46
20230308-0006	03/08/2023	23-000717	Ski-lift tickets/rental	07 2900 610 124 000 0	175.00
20230308-0007	03/08/2023	23-000708	FFA practice site for students	07 2900 810 124 000 0	300.00
14383	Check	03/08/2023	CARD	CARDMEMBER SERVICE	2,145.51
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20230308-0008	03/08/2023	23-000642	State Cheer Tickets	07 2900 610 132 000 0	114.00
20230308-0009	03/08/2023	23-000699	Valentine candy	07 2900 610 131 000 0	129.13
feb23	03/08/2023		act travel honor band and wrestling	07 2900 580 111 000 0	1,106.22
feb23	03/08/2023		ffa meals and jackets	07 2900 610 124 000 0	439.48
feb23	03/08/2023		win realty	07 2900 610 153 000 0	228.00
feb23	03/08/2023		meal	07 2900 610 155 000	128.68

**Detail Check Register**

<b>Checking Account: 7</b>		<b>Student Activity</b>					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
Check Number: 14384	Check Type: Check	Check Date: 03/08/2023	Vendor: FLOBAS	FLOWER BASKET	Check Total:	135.00	
861042	03/06/2023	23-000759	queen and attendant bouquets	07 2900 610 103 000 0	135.00		
Check Number: 14385	Check Type: Check	Check Date: 03/08/2023	Vendor: GONLOG	GONE LOGO	Check Total:	1,233.48	
020823bhs	03/06/2023	23-000599	stadium chairs for school store	07 2900 610 157 000 0	1,233.48		
Check Number: 14386	Check Type: Check	Check Date: 03/08/2023	Vendor: NEBFFA	GRAFTON & ASSOCIATES, PC	Check Total:	50.00	
1103cvp	03/06/2023	23-000790	State officer visit	07 2900 610 124 000 0	50.00		
Check Number: 14387	Check Type: Check	Check Date: 03/08/2023	Vendor: JOST	JOSTENS	Check Total:	560.00	
30278777/30278540	03/06/2023	23-000758	stoles	07 2900 610 223 000 0	560.00		
Check Number: 14388	Check Type: Check	Check Date: 03/08/2023	Vendor: LOUSSPORT	Lou's Sporting Goods	Check Total:	2,026.52	
aah752615-ak01	03/06/2023		track uniforms	07 2900 610 102 000 0	1,013.26		
aah752615-ak01	03/06/2023		track uniforms	07 2900 610 104 000 0	1,013.26		
Check Number: 14389	Check Type: Check	Check Date: 03/08/2023	Vendor: NEIKELLI	Kelli Neiger	Check Total:	34.02	
20230306	03/06/2023	23-000791	Supplies for Dance	07 2900 610 132 000 0	34.02		
Check Number: 14390	Check Type: Check	Check Date: 03/08/2023	Vendor: PEPSI	Pepsi-Cola of Western NE	Check Total:	1,551.86	
5100105656	03/06/2023		soda tea	07 2900 610 118 000 0	277.91		
5100106648	03/06/2023		soda	07 2900 610 133 000 0	49.96		
5100106649	03/06/2023		soda	07 2900 610 122 000 0	74.94		
5100106650	03/06/2023		bubblers tea soda meat sticks	07 2900 610 118 000 0	1,149.05		
Check Number: 14391	Check Type: Check	Check Date: 03/16/2023	Vendor: SYNCB	Amazon Capital Services	Check Total:	125.95	
17qg-ftlk-7whw	03/16/2023	23-000843	track cones	07 2900 610 102 000 0	61.47		
17qg-ftlk-7whw #2	03/16/2023	23-000844	stop watches-track	07 2900 610 102 000 0	35.99		
1ltd-m3dv-31kr	03/16/2023	23-000830	concession money box	07 2900 610 118 000 0	28.49		
Check Number: 14392	Check Type: Check	Check Date: 03/16/2023	Vendor: BANCTY	BANNER COUNTY SCHOOL	Check Total:	50.00	
20230316	03/16/2023	23-000859	JH Quiz Bowl	07 2900 610 102 000 0	50.00		
Check Number: 14393	Check Type: Check	Check Date: 03/16/2023	Vendor: TIGERPAWS	Bayard Tiger Paws	Check Total:	204.00	
1094487/1094510/1098	03/16/2023		pizza	07 2900 610 101 000 0	36.00		

**Detail Check Register**

<b>Checking Account: 7</b>		<b>Student Activity</b>					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
1094487/1094510/1098	03/16/2023		pizza	07 2900 610 226 000 0	72.00		
1094487/1094510/1098	03/16/2023		pizza	07 2900 610 226 000 0	96.00		
Check Number: 14394	Check Type: Check	Check Date: 03/16/2023	Vendor: BESTWESTNP	BEST WESTERN PLUS- NORTHPLATTE	Check Total:	578.00	
1994	03/16/2023		wrestling lodging	07 2900 580 111 000 0	578.00		
Check Number: 14395	Check Type: Check	Check Date: 03/16/2023	Vendor: GARSPO	GARRETSON'S SPORT CENTER	Check Total:	449.66	
20230316	03/16/2023	23-000856	hip numbers	07 2900 610 102 000 0	449.66		
Check Number: 14396	Check Type: Check	Check Date: 03/16/2023	Vendor: GORDONRUSH	Gordon-Rushville High School	Check Total:	225.00	
20230316	03/16/2023	23-000776	striv fee	07 2900 810 102 000 0	225.00		
Check Number: 14397	Check Type: Check	Check Date: 03/16/2023	Vendor: SOUTHPLATT	SOUTH PLATTE PUBLIC SCHOOLS	Check Total:	333.42	
20230316	03/16/2023	23-000846	speech fees	07 2900 810 102 000 0	333.42		
Check Number: 14398	Check Type: Check	Check Date: 03/16/2023	Vendor: TAMMYTILLM	Tammy Tillman	Check Total:	198.30	
23bb	03/16/2023		23 basketball mileage	07 2900 580 102 000 0	198.30		
Check Number: 14399	Check Type: Check	Check Date: 03/16/2023	Vendor: VAULT	THE VAULT	Check Total:	125.00	
20230316	03/16/2023	23-000855	coffee cards	07 2900 610 102 000 0	75.00		
20230316	03/16/2023	23-000855	coffee cards	07 2900 610 102 000 0	50.00		
Check Number: 14400	Check Type: Check	Check Date: 03/16/2023	Vendor: WILDROOT	WILD ROOTS	Check Total:	6,938.81	
1090	03/16/2023	23-000852	Greenhouse flowers and supplies	07 2900 610 124 000 0	3,254.57		
971	03/16/2023	23-000852	Greenhouse flowers and supplies	07 2900 610 124 000 0	3,684.24		
Check Number: 14401	Check Type: Check	Check Date: 03/16/2023	Vendor: ZWETZIG	RODNEY ZWETGIZ	Check Total:	327.00	
72	03/16/2023	23-000823	Zwetzig Skate and Bounce	07 2900 610 146 000 0	327.00		
Check Number: 14403	Check Type: Check	Check Date: 03/23/2023	Vendor: WESTATESBA	CASH	Check Total:	1,328.00	
23stffameals	03/23/2023		17 student 3 adult meals for 4 days	07 2900 610 124 000 0	1,328.00		
Check Number: 14404	Check Type: Check	Check Date: 03/23/2023	Vendor: LOGOZ	Logoz	Check Total:	474.00	
16011	03/23/2023	23-000739	hoodie and crew sweatshirts	07 2900 610 157 000 0	474.00		
Check Number: 14405	Check Type: Check	Check Date: 03/23/2023	Vendor: SIMPCOM	THE SIMPLE COMPANY FLORAL SHOP	Check Total:	35.00	

**Detail Check Register**

<b>Checking Account: 7</b>		<b>Student Activity</b>					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
94	03/23/2023	23-000861	BEA courtesy committee	07 2900 610 120 000 0	35.00		
Check Number: 14406	Check Type: Check	Check Date: 03/23/2023	Vendor: WESTARTS	WESTERN NEBRASKA ARTS CENTER	Check Total:	72.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230323	03/23/2023	23-000883	Entry Fee	07 2900 610 133 000 0	72.00		
Check Number: 14407	Check Type: Check	Check Date: 03/31/2023	Vendor: CUTTCAMER	CAMERON CUTTLERS	Check Total:	550.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000918	track official	07 2900 352 102 000 0	450.00		
20230331	03/31/2023	23-000918	mileage	07 2900 352 102 000 0	100.00		
Check Number: 14408	Check Type: Check	Check Date: 03/31/2023	Vendor: GUERUEJ	Josh Guerue	Check Total:	250.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000911	consulting	07 2900 352 102 000 0	250.00		
Check Number: 14409	Check Type: Check	Check Date: 03/31/2023	Vendor: JOBJUS	Justine Jobman	Check Total:	34.80	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000898	Drawstring Backpacks, 48 pcs	07 2900 610 138 000 0	34.80		
Check Number: 14410	Check Type: Check	Check Date: 03/31/2023	Vendor: MANLEYCRAI	CRAIG MANLEY	Check Total:	250.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000912	Consultant	07 2900 352 102 000 0	250.00		
Check Number: 14411	Check Type: Check	Check Date: 03/31/2023	Vendor: MITCHELL	Mitchell Public Schools	Check Total:	150.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000913	track entry fee	07 2900 810 102 000 0	150.00		
Check Number: 14412	Check Type: Check	Check Date: 03/31/2023	Vendor: MORRILLSCH	MORRILL PUBLIC SCHOOLS	Check Total:	150.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000910	track entry fee	07 2900 810 102 000 0	150.00		
Check Number: 14413	Check Type: Check	Check Date: 03/31/2023	Vendor: ROCKPILE	THE ROCK PILE, A DIVISION OF PAUL REED CONSTRUCTION	Check Total:	171.50	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
22987	03/31/2023	23-000914	Jump pit fill sand	07 2900 610 102 000 0	46.50		
22987	03/31/2023	23-000914	delivery	07 2900 610 102 000 0	125.00		
Check Number: 14414	Check Type: Check	Check Date: 03/31/2023	Vendor: SODEXO	SODEXO, INC & AFFILIATES	Check Total:	304.20	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
153539	03/31/2023	23-000923	Meals at UNK	07 2900 580 147 000 0	304.20		
Check Number: 14415	Check Type: Check	Check Date: 03/31/2023	Vendor: WEBERTOM	THOMAS WEBER	Check Total:	550.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20230331	03/31/2023	23-000917	track official	07 2900 352 102 000 0	450.00		
20230331	03/31/2023	23-000917	mileage	07 2900 352 102 000 0	100.00		

**Checking Account:** 7

**Student Activity**

\*Denotes Expensed Invoice Item

Checking Account ID: 7

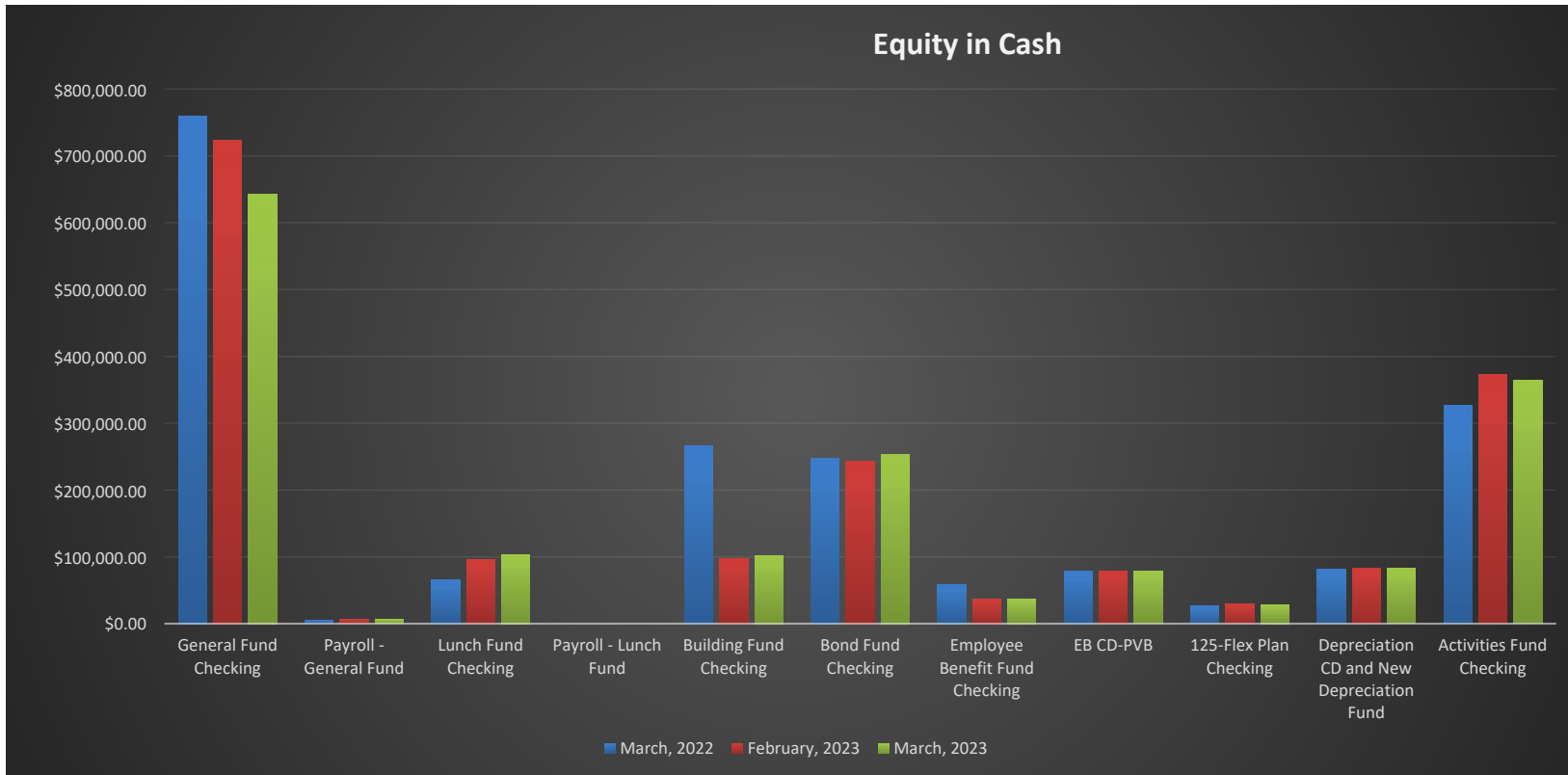
Total without Voids: 24,556.71

# Bayard Public Schools

## Equity in Cash

March 31, 2023

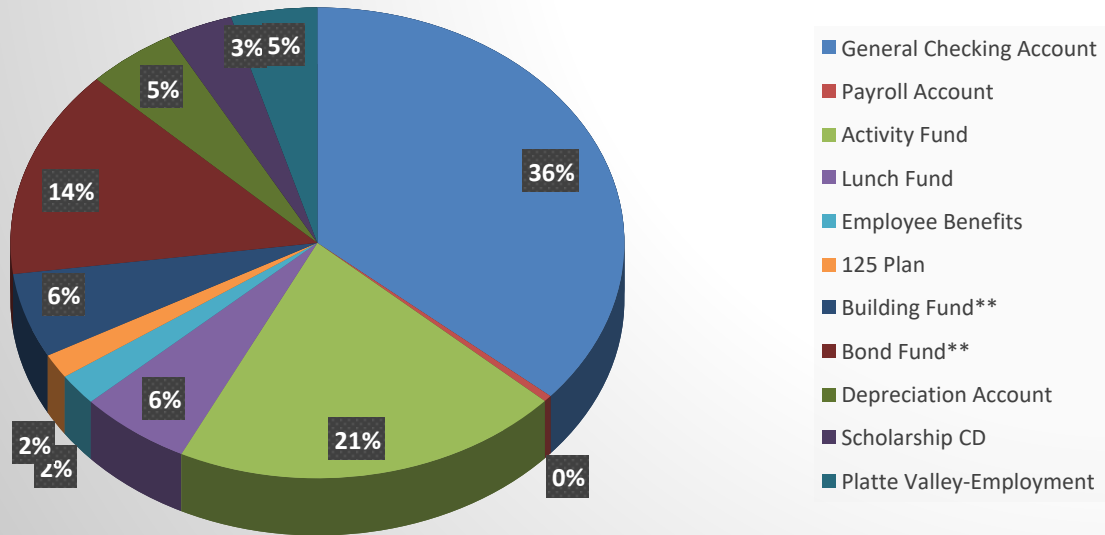
Fund	Fund #	March, 2022 PRIOR YEAR BALANCE	February, 2023 PRIOR MONTH BALANCE	March, 2023 REVENUES	March, 2023 EXPENSES	March, 2023 ENDING BALANCE
General Fund Checking	01-101	\$760,030.53	724,885.46	423,021.12	(504,814.41)	\$643,092.17
Payroll - General Fund	01-104	\$6,886.01	\$ 7,812.34	410,093.65	(410,093.65)	\$ 7,812.34
Lunch Fund Checking	02-101	\$66,415.28	97,146.21	31,652.61	(24,125.02)	\$104,673.80
Payroll - Lunch Fund	02-104	\$0.00	0.00	8,826.71	(8,826.71)	\$0.00
Building Fund Checking	03-101	\$267,768.67	98,076.19	5,155.59	0.00	\$103,231.78
Bond Fund Checking	04-101	\$248,277.54	243,662.92	10,685.30	0.00	\$254,348.22
Employee Benefit Fund Checking	05-101	\$60,202.02	38,426.30	73.61	(18.87)	\$38,481.04
EB CD-PVB	05-106-1000	\$80,134.14	80,537.10	0.00	0.00	\$80,537.10
125-Flex Plan Checking	05-107	\$27,663.10	30,613.30	3,864.50	(4,675.64)	\$29,802.16
Depreciation CD and New Depreciation Fund	06-101	\$82,895.63	84,232.80	125.20	0.00	\$84,358.00
Activities Fund Checking	07-101	\$327,467.01	374,168.52	15,208.84	(24,564.42)	\$364,812.94
Scholarship CD	07-114	\$66,139.83	61,396.71	0.00	0.00	\$61,396.71
<b>TOTAL</b>		<b>\$1,993,879.76</b>	<b>\$ 1,840,957.85</b>	<b>\$ 908,707.13</b>	<b>(977,118.72)</b>	<b>\$1,772,546.26</b>



BAYARD PUBLIC SCHOOL  
 TREASURER REPORT  
 BANK STATEMENT BALANCES as of March 2023

General Checking Account	\$	643,092.17	
Payroll Account	\$	7,812.34	
Activity Fund	\$	364,812.94	
Lunch Fund	\$	104,673.80	
Employee Benefits	\$	38,481.04	
125 Plan	\$	29,802.16	
Building Fund**	\$	103,231.78	
Bond Fund**	\$	254,348.22	
Depreciation Account	\$	84,358.00	
Scholarship CD	\$	61,396.71	
Platte Valley-Employment	\$	80,537.10	
	\$		1,772,546.26

**Account Percentages**



**From:** Matt Belka [mbelka@nasbonline.org]

**To:** Matt Belka [mbelka@nasbonline.org]

**Subject:** NASB First Look: A District by District Breakdown of LB583 from the Office of Governor Jim Pillen

**Sent:** Fri 3/31/2023 1:46 PM GMT-05:00

**Importance:** Normal

To all School Board Members, Superintendents & Education Leaders

The Governor's school finance reform package contains several bills, some of which will be put into a "Budget Tree" and others which will be debated on their own.

***LB 583 will be debated on its own.***

LB 583, as amended by AM 970 contains changes to school finance the Governor has championed, and Senator Sanders has carried on his behalf. This tree contains the provisions of the Governor's school finance reform package. As amended, LB 583 increases SpEd reimbursement to 80% but puts the additional reimbursement inside the formula. It provides for \$1,500/student inside the formula, however in year 3, the \$1,500 is divided to \$900 (counted as 60% of resources) inside the formula, and \$600 outside. The bill includes additional annual reporting requirements which mandate school districts identify the amount of additional state aid because of legislation enacted in the most recently completed legislative session, and also the amount by which the school district reduced its property tax during such time, if any reduction occurred.

The Governor has asked NASB to forward their budget office's projections of impact to all districts across the State. Attached are those projections. In addition to the attachments, NASB met with Lee Will, State Budget Administrator, earlier this morning to record a brief breakdown linked below and posted to NASB's Government Relations page.

**Governor's School Funding Package District by District Breakdown**

<https://vimeo.com/813634389>

Please share this with your fellow board members and any key stakeholders within your district. We will be having Lee present at our upcoming [Legislative Advocacy Day on April 17 here in Lincoln](#) to discuss the latest not only with this finance package, but a number of other key items. We hope you're able to join us that day!

- \* LB 583: [https://nebraskalegislature.gov/bills/view\\_bill.php?DocumentID=50613](https://nebraskalegislature.gov/bills/view_bill.php?DocumentID=50613)
- \* Committee Statement: <https://nebraskalegislature.gov/FloorDocs/108/PDF/CS/LB583.pdf>

NASB's Legislative Team

Colby, John, Matt & Lindsey

**Matt Belka**

Director of Marketing, Communications & Advocacy



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[NASB's VIDEO LIBRARY](#)

The Nebraska Association of School Boards provides programs, services, and advocacy to strengthen public education for all Nebraskans.

LEADERSHIP – INNOVATION – VISION – ENGAGEMENT – #liveNASB #weLIVEhere

Mark Your Calendar

**NASB LEGISLATIVE ADVOCACY DAY**

April 17 - Lincoln

**LEADERSHIP WORKSHOP**

June 7-8 - Lincoln

**NASB MEMBER GOLF OUTING**

June 14 - Kearney Country Club

**SCHOOL LEADERS & LAW CONFERENCE**

June 14-15 - Kearney

*Learn more and register at [www.NASBonline.org](http://www.NASBonline.org)*

# NASB BOARD QUICKS

A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

Join NASB, as we travel the state for various workshops, meetings and events throughout the year. To learn more and register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'.

Events & Networking - <http://members.nasbonline.org/index.php/events>



Your Monthly Board Agenda Update Video Links from NASB

<http://members.nasbonline.org/index.php/news-resources/videos>

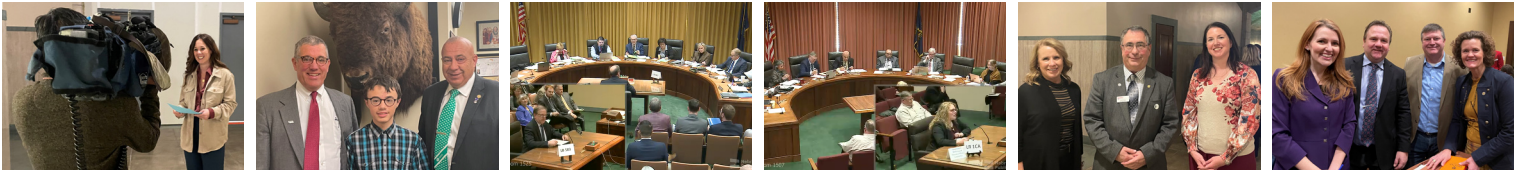
REGISTER NOW!



**NASB Legislative Advocacy Day - April 17 - Lincoln**

Join NASB for its first Advocacy Day. With a third of the session remaining, spend the morning learning the status of bills important to the board room and classroom. Hear from the State Budget Administrator on the Governor's school finance reform package, and gain tools for advocacy, then head to the Capitol after lunch to put those tools to use as we engage with Senators and watch the floor debate.

Watch: Governor's School Funding Package District by District Breakdown - 3/31/23 - <https://vimeo.com/813634389>



**Leadership Workshop - June 7-8 - Lincoln**

**NASB Member Golf Outing - June 14 - Kearney Country Club**

**School Leaders & Law Conference - June 14-15 - Kearney**

FORE!

Continued on Page 2



Leadership

Innovation

Vision

Engagement

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The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans. Learn more at [www.NASBonline.org](http://www.NASBonline.org)

# NASB BOARD QUICKS

A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



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ALICAP Summer Workshops - July 10-11-12 - Gering - Kearney - Lincoln



Area Membership Meetings Begin August 22nd!!!

## YOUR 2023 PLATINUM AFFILIATES




If your business would like to become an Affiliate Member of NASB, please visit: <http://members.nasbonline.org/index.php/affiliate-member>



Leadership Innovation Vision Engagement #liveNASB #weLIVEhere

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## NASB Monthly Update for Board Meeting Agenda Item

April 2023

### Monthly Agenda Video Updates

<http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org - News & Resources – Video Library)



### Latest ‘Board Notes’ – Monthly Newsletters

(www.NASBonline.org - News & Resources - Board Notes)

- *Podcasting The Good Life*
- *At The Board Table*
- *Teacher Shortages*
- *Rely on NASB’s Natural Gas Programs*
- *NASB Legislative Advocacy Day ... April 17*
- *Coverage for Nebraska Public Deposits*
- *NASB Member Golf Outing*
- *Reaching New Heights*
- *Your 2023 NASB Affiliates ... This Month In ... And Much More!*



### Advocacy

<http://members.nasbonline.org/index.php/government-relations>

(www.NASBonline.org – Government Relations)

1<sup>st</sup> Day of the 108<sup>th</sup> Legislature, 1<sup>st</sup> Session began Wednesday, January 4, 2023  
(This will be a 90-Day Session ending roughly June 9<sup>th</sup>)

**JOIN US!**

**NASB Legislative Advocacy Day**

**April 17 in Lincoln**

See the full agenda and register now! (Deadline is April 11)

<http://members.nasbonline.org/index.php/legislative-advocacy-day>

## What do you like best about NASB's Legislative Conferences ...

- "Extremely well organized. Stayed on track."
- "Really, really appreciate the informational packets we were given."
- "Hearing the stance on each bill, as well as having the opportunity to ask more questions."
- "The amount of timely information shared, it's important to stay up to date about what's going on in our legislature, and what bills affect education and why."
- "Networking opportunities, interacting with other board members, superintendents & the NASB staff."

## Legislative Advocacy Day Agenda

- 9:00 AM – Registration
- 9:30 AM - Welcome & Intros
- 9:35 AM - Tone/Progress of the Legislature so far
- 9:45 AM - The Governor's School Finance Package w/ Q&A - Lee Will, State Budget Administrator
- 10:15 AM - The New Narrative: Breaking the Trust - John Spatz & Colby Coash, NASB
- 10:40 AM - The Education Christmas Tree & The 30 Bills That Make Up The Tree
- 11:50 AM – Lunch
- 12:30 PM - Final Comments
- 1:00 PM - Meet with Senators in Their Office or on the Floor of the Capitol

### **843 Bills & Measures were introduced ... NASB is following roughly 120**

Check out a number of video updates at frequent NASB's Bills Page, which is always updated and sortable at

<http://members.nasbonline.org/index.php/government-relations>

<https://nasb.envisiams.com/legislative-bills>

*All Dates & Locations Tentative & Subject to Change*



## **"NASB Update – Annual Board Calendar Summary"**

View the full detailed calendar at: <http://members.nasbonline.org/index.php/resources>

(www.NASBOnline.org – Board Leadership – Resources)

## **April Board Agenda Items**

In addition to routine agenda items, time sensitive topics include:

- Advocacy - Review NASB Website: NASB 2023 Legislative Bills to Watch  
<https://nasb.envisiams.com/legislative-bills>
- Budget [Staffing]
  - 1) Certificated Staff Non-Renewal, RIF, and Termination Notices: Due April 15 § 79-831
  - 2) Certificated Employee of ESU Non-Renewal, Termination, Amendment Notices: Due April 15 § 79-1236
    - **\*\*Review the full March Agenda on page 23 of the 2023 NASB Board Meeting Guide & Annual Board Calendar at [https://nasb.envisiams.com/docs/default-source/board-leadership-resources/2023nasbannbdcalendarnewfinal\\_11-8.pdf?sfvrsn=826acfd7\\_2](https://nasb.envisiams.com/docs/default-source/board-leadership-resources/2023nasbannbdcalendarnewfinal_11-8.pdf?sfvrsn=826acfd7_2)**

### **New Board Member Transition**

To support the effective transition of the newly elected board members, each month Board Leadership will highlight items to review with the new board members.

- NASB board member board development opportunities (event calendar provided on the website at [www.NASBonline.org](http://www.NASBonline.org))
- How is the agenda created?
- Who do board members contact regarding questions about agenda items or to ask for more background information? When is the most appropriate time to ask questions?
- Does the board follow an adopted Board Calendar? Where do board members go to access a copy of the calendar?
- How do committees report back to the board and why is this structure an asset to board decision-making? Where can a board member locate a list of board committees and a description of the charge of each committee?
  - *Note: Contact the NASB Board Leadership team for resources to support effective board governance.*

### **Board Retreat**

To support our members who did not have the opportunity to participate in the New Board Member Workshops consider a Board Retreat to engage with your newly elected board members as they continue to transition into their new role. Please contact Marcia Herring, NASB Director of Board Leadership at [mherring@NASBonline.org](mailto:mherring@NASBonline.org) or 402-817-0296 to schedule a board retreat or private sessions through Microsoft Teams to review the board role and responsibilities.

### **Upcoming NASB Board Leadership Events**

***NASB Leadership Retreat – June 7 and 8, 2023*** – Join the NASB Board Leadership Team in Lincoln for a working retreat to further develop the Superintendent, Board President, and Vice President leadership team. The day and a half agenda will include team building activities for the superintendent and board, superintendent-board governance audit, healthy leadership working relationships, meeting protocols (including the agenda and minutes), committee structure, goal planning, and more. Watch this space for registration information. A postcard mailer will be arriving soon!

***Board President Circle Team Meeting Evaluation*** – Check your email inbox for a link to the Board President Circle Evaluation. The Board Leadership Team is seeking feedback from all board presidents even if you did not have the opportunity to participate in the March 15th President Circle. We are gathering your input prior to planning for the next President Circle Team Meeting



### **NASB's Video Resources**

<http://members.nasbonline.org/index.php/news-resources/videos>

([www.NASBonline.org](http://www.NASBonline.org) – News & Resources – Videos)

Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!



## **Networking & Events ... Register Now**

<http://members.nasbonline.org/index.php/events>

(www.NASBonline.org – Events)

*All Dates & Locations Tentative & Subject to Change*

### **NASB Legislative Advocacy Day**

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April 17 – Lincoln

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### **Leadership Workshop**

June 7-8 – Lincoln

### **NASB Member Golf Outing**

June 14 – Kearney

### **School Leaders & Law Conference**

June 14-15 - Kearney



## **NASB Member Virtuals**

<http://members.nasbonline.org/index.php/nasb-member-virtuals>

(www.NASBonline.org – Events – NASB Member Virtuals)

- Previous Member Virtuals Available to Watch Include:
  - Gubernatorial Candidates Q&A w/ Blood & Pillen
  - 2022 Legislative Recap & Look Ahead
  - Tough Times & Tough Meetings: The Board’s Role in Navigating Hot Button Issues
  - NASB Member Virtuals w/ Commissioner Blomstedt & Dr. Jeffrey Gold of UNMC, Bryce Wilson of NDE on Cares Act Funds Q&A for School Boards, and More ...



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and on Facebook at [www.facebook.com/NASBonline](http://www.facebook.com/NASBonline)

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org – News & Resources – Videos)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the Board Notes newsletter for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

(www.NASBonline.org - News & Resources - Board Notes)

AMENDMENTS TO LB583

Introduced by

1           1. Strike the original sections and insert the following new  
2 sections:

3           Section 1. Section 79-1001, Revised Statutes Cumulative Supplement,  
4 2022, is amended to read:

5           79-1001 Sections 79-1001 to 79-1033 and sections 3, 6, and 13 of  
6 this act shall be known and may be cited as the Tax Equity and  
7 Educational Opportunities Support Act.

8           Sec. 2. Section 79-1003, Revised Statutes Cumulative Supplement,  
9 2022, is amended to read:

10          79-1003 For purposes of the Tax Equity and Educational Opportunities  
11 Support Act:

12          (1) Adjusted general fund operating expenditures means the  
13 difference of the general fund operating expenditures increased by the  
14 cost growth factor calculated pursuant to section 79-1007.10, minus the  
15 transportation allowance, special receipts allowance, poverty allowance,  
16 limited English proficiency allowance, distance education and  
17 telecommunications allowance, elementary site allowance, summer school  
18 allowance, community achievement plan allowance, ~~and~~ focus school and  
19 program allowance, and supplemental special education allowance;

20          (2) Adjusted valuation means the assessed valuation of taxable  
21 property of each local system in the state, adjusted pursuant to the  
22 adjustment factors described in section 79-1016. Adjusted valuation means  
23 the adjusted valuation for the property tax year ending during the school  
24 fiscal year immediately preceding the school fiscal year in which the aid  
25 based upon that value is to be paid. For purposes of determining the  
26 local effort rate yield pursuant to section 79-1015.01, adjusted  
27 valuation does not include the value of any property which a court, by a

1 final judgment from which no appeal is taken, has declared to be  
2 nontaxable or exempt from taxation;

3 (3) Allocated income tax funds means the amount of assistance paid  
4 to a local system pursuant to section 79-1005.01;

5 (4) Average daily membership means the average daily membership for  
6 grades kindergarten through twelve attributable to the local system, as  
7 provided in each district's annual statistical summary, and includes the  
8 proportionate share of students enrolled in a public school instructional  
9 program on less than a full-time basis;

10 (5) Base fiscal year means the first school fiscal year following  
11 the school fiscal year in which the reorganization or unification  
12 occurred;

13 (6) Board means the school board of each school district;

14 (7) Categorical funds means funds limited to a specific purpose by  
15 federal or state law, including, but not limited to, Title I funds, Title  
16 VI funds, federal career and technical education funds, federal school  
17 lunch funds, Indian education funds, Head Start funds, and funds received  
18 prior to July 1, 2022, from the Nebraska Education Improvement Fund;

19 (8) Consolidate means to voluntarily reduce the number of school  
20 districts providing education to a grade group and does not include  
21 dissolution pursuant to section 79-498;

22 (9) Converted contract means an expired contract that was in effect  
23 for at least fifteen school years beginning prior to school year 2012-13  
24 for the education of students in a nonresident district in exchange for  
25 tuition from the resident district when the expiration of such contract  
26 results in the nonresident district educating students, who would have  
27 been covered by the contract if the contract were still in effect, as  
28 option students pursuant to the enrollment option program established in  
29 section 79-234;

30 (10) Converted contract option student means a student who will be  
31 an option student pursuant to the enrollment option program established

1 in section 79-234 for the school fiscal year for which aid is being  
2 calculated and who would have been covered by a converted contract if the  
3 contract were still in effect and such school fiscal year is the first  
4 school fiscal year for which such contract is not in effect;

5 (11) Department means the State Department of Education;

6 (12) District means any school district or unified system as defined  
7 in section 79-4,108;

8 (13) Ensuing school fiscal year means the school fiscal year  
9 following the current school fiscal year;

10 (14) Equalization aid means the amount of assistance calculated to  
11 be paid to a local system pursuant to section 79-1008.01;

12 (15) Fall membership means the total membership in kindergarten  
13 through grade twelve attributable to the local system as reported on the  
14 fall school district membership reports for each district pursuant to  
15 section 79-528;

16 (16) Fiscal year means the state fiscal year which is the period  
17 from July 1 to the following June 30;

18 (17) Formula students means:

19 (a) For state aid certified pursuant to section 79-1022, the sum of  
20 the product of fall membership from the school fiscal year immediately  
21 preceding the school fiscal year in which the aid is to be paid  
22 multiplied by the average ratio of average daily membership to fall  
23 membership for the second school fiscal year immediately preceding the  
24 school fiscal year in which the aid is to be paid and the prior two  
25 school fiscal years plus sixty percent of the qualified early childhood  
26 education fall membership plus tuitioned students from the school fiscal  
27 year immediately preceding the school fiscal year in which aid is to be  
28 paid minus the product of the number of students enrolled in kindergarten  
29 that is not full-day kindergarten from the fall membership multiplied by  
30 0.5; and

31 (b) For the final calculation of state aid pursuant to section

1 79-1065, the sum of average daily membership plus sixty percent of the  
2 qualified early childhood education average daily membership plus  
3 tuitioned students minus the product of the number of students enrolled  
4 in kindergarten that is not full-day kindergarten from the average daily  
5 membership multiplied by 0.5 from the school fiscal year immediately  
6 preceding the school fiscal year in which aid was paid;

7 (18) Free lunch and free milk calculated students means, using the  
8 most recent data available on November 1 of the school fiscal year  
9 immediately preceding the school fiscal year in which aid is to be paid,  
10 (a) for schools that did not provide free meals to all students pursuant  
11 to the community eligibility provision, students who individually  
12 qualified for free lunches or free milk pursuant to the federal Richard  
13 B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq., and the  
14 federal Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq., as such acts  
15 and sections existed on January 1, 2021, and rules and regulations  
16 adopted thereunder, plus (b) for schools that provided free meals to all  
17 students pursuant to the community eligibility provision, the greater of  
18 the number of students in such school who individually qualified for free  
19 lunch or free milk using the most recent school fiscal year for which the  
20 school did not provide free meals to all students pursuant to the  
21 community eligibility provision or one hundred ten percent of the product  
22 of the students who qualified for free meals at such school pursuant to  
23 the community eligibility provision multiplied by the identified student  
24 percentage calculated pursuant to such federal provision, except that the  
25 free lunch and free milk calculated students for any school pursuant to  
26 subdivision (18)(b) of this section shall not exceed one hundred percent  
27 of the students qualified for free meals at such school pursuant to the  
28 community eligibility provision;

29 (19) Full-day kindergarten means kindergarten offered by a district  
30 for at least one thousand thirty-two instructional hours;

31 (20) General fund budget of expenditures means the total budget of

1 disbursements and transfers for general fund purposes as certified in the  
2 budget statement adopted pursuant to the Nebraska Budget Act, except that  
3 for purposes of the limitation imposed in section 79-1023, the general  
4 fund budget of expenditures does not include any special grant funds,  
5 exclusive of local matching funds, received by a district;

6 (21) General fund expenditures means all expenditures from the  
7 general fund;

8 (22) General fund operating expenditures means, for state aid  
9 calculated for each school fiscal year, as reported on the annual  
10 financial report for the second school fiscal year immediately preceding  
11 the school fiscal year in which aid is to be paid, the total general fund  
12 expenditures minus (a) the amount of all receipts to the general fund, to  
13 the extent that such receipts are not included in local system formula  
14 resources, from early childhood education tuition, summer school tuition,  
15 educational entities as defined in section 79-1201.01 for providing  
16 distance education courses through the Educational Service Unit  
17 Coordinating Council to such educational entities, private foundations,  
18 individuals, associations, charitable organizations, the textbook loan  
19 program authorized by section 79-734, federal impact aid, and levy  
20 override elections pursuant to section 77-3444, (b) the amount of  
21 expenditures for categorical funds, tuition paid to other school  
22 districts, tuition paid to postsecondary institutions for college credit,  
23 transportation fees paid to other districts, adult education, community  
24 services, redemption of the principal portion of general fund debt  
25 service, retirement incentive plans authorized by section 79-855, and  
26 staff development assistance authorized by section 79-856, (c) the amount  
27 of any transfers from the general fund to any bond fund and transfers  
28 from other funds into the general fund, (d) any legal expenses in excess  
29 of fifteen-hundredths of one percent of the formula need for the school  
30 fiscal year in which the expenses occurred, (e) expenditures to pay for  
31 incentives agreed to be paid by a school district to certificated

1 employees in exchange for a voluntary termination of employment for which  
2 the State Board of Education approved an exclusion pursuant to  
3 subdivision (1)(h), (i), (j), or (k) of section 79-1028.01, (f)(i)  
4 expenditures to pay for employer contributions pursuant to subsection (2)  
5 of section 79-958 to the School Employees Retirement System of the State  
6 of Nebraska to the extent that such expenditures exceed the employer  
7 contributions under such subsection that would have been made at a  
8 contribution rate of seven and thirty-five hundredths percent or (ii)  
9 expenditures to pay for school district contributions pursuant to  
10 subdivision (1)(c)(i) or (1)(d)(i) of section 79-9,113 to the retirement  
11 system established pursuant to the Class V School Employees Retirement  
12 Act to the extent that such expenditures exceed the school district  
13 contributions under such subdivision that would have been made at a  
14 contribution rate of seven and thirty-seven hundredths percent, and (g)  
15 any amounts paid by the district for lobbyist fees and expenses reported  
16 to the Clerk of the Legislature pursuant to section 49-1483.

17 For purposes of this subdivision (22) of this section, receipts from  
18 levy override elections shall equal ninety-nine percent of the difference  
19 of the total general fund levy minus a levy of one dollar and five cents  
20 per one hundred dollars of taxable valuation multiplied by the assessed  
21 valuation for school districts that have voted pursuant to section  
22 77-3444 to override the maximum levy provided pursuant to section  
23 77-3442;

24 (23) Income tax liability means the amount of the reported income  
25 tax liability for resident individuals pursuant to the Nebraska Revenue  
26 Act of 1967 less all nonrefundable credits earned and refunds made;

27 (24) Income tax receipts means the amount of income tax collected  
28 pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable  
29 credits earned and refunds made;

30 (25) Limited English proficiency students means the number of  
31 students with limited English proficiency in a district from the most

1 recent data available on November 1 of the school fiscal year preceding  
2 the school fiscal year in which aid is to be paid plus the difference of  
3 such students with limited English proficiency minus the average number  
4 of limited English proficiency students for such district, prior to such  
5 addition, for the three immediately preceding school fiscal years if such  
6 difference is greater than zero;

7 (26) Local system means a unified system or a school district;

8 (27) Low-income child means a child under nineteen years of age  
9 living in a household having an annual adjusted gross income for the  
10 second calendar year preceding the beginning of the school fiscal year  
11 for which aid is being calculated equal to or less than the maximum  
12 household income pursuant to sections 9(b)(1) and 17(c)(4) of the Richard  
13 B. Russell National School Lunch Act, 42 U.S.C. 1758(b)(1) and 42 U.S.C.  
14 1766(c)(4), respectively, and sections 3(a)(6) and 4(e)(1)(A) of the  
15 Child Nutrition Act of 1966, 42 U.S.C. 1772(a)(6) and 42 U.S.C. 1773(e)  
16 (1)(A), respectively, as such acts and sections existed on January 1,  
17 2021, for a household of that size that would have allowed the child to  
18 meet the income qualifications for free meals during the school fiscal  
19 year immediately preceding the school fiscal year for which aid is being  
20 calculated;

21 (28) Low-income students means the number of low-income children  
22 within the district multiplied by the ratio of the formula students in  
23 the district divided by the total children under nineteen years of age  
24 residing in the district as derived from income tax information;

25 (29) Most recently available complete data year means the most  
26 recent single school fiscal year for which the annual financial report,  
27 fall school district membership report, annual statistical summary,  
28 Nebraska income tax liability by school district for the calendar year in  
29 which the majority of the school fiscal year falls, and adjusted  
30 valuation data are available;

31 (30) Poverty students means the unadjusted poverty students plus the

1 difference of such unadjusted poverty students minus the average number  
2 of poverty students for such district, prior to such addition, for the  
3 three immediately preceding school fiscal years if such difference is  
4 greater than zero;

5 (31) Qualified early childhood education average daily membership  
6 means the product of the average daily membership of students who will be  
7 eligible to attend kindergarten the following school year and are  
8 enrolled in an early childhood education program approved by the  
9 department pursuant to section 79-1103 for such school district for such  
10 school year multiplied by the ratio of the actual instructional hours of  
11 the program divided by one thousand thirty-two if: (a) The program is  
12 receiving a grant pursuant to such section for the third year; (b) the  
13 program has already received grants pursuant to such section for three  
14 years; or (c) the program has been approved pursuant to subsection (5) of  
15 section 79-1103 for such school year and the two preceding school years,  
16 including any such students in portions of any of such programs receiving  
17 an expansion grant;

18 (32) Qualified early childhood education fall membership means the  
19 product of membership on October 1 of each school year of students who  
20 will be eligible to attend kindergarten the following school year and are  
21 enrolled in an early childhood education program approved by the  
22 department pursuant to section 79-1103 for such school district for such  
23 school year multiplied by the ratio of the planned instructional hours of  
24 the program divided by one thousand thirty-two if: (a) The program is  
25 receiving a grant pursuant to such section for the third year; (b) the  
26 program has already received grants pursuant to such section for three  
27 years; or (c) the program has been approved pursuant to subsection (5) of  
28 section 79-1103 for such school year and the two preceding school years,  
29 including any such students in portions of any of such programs receiving  
30 an expansion grant;

31 (33) Regular route transportation means the transportation of

1 students on regularly scheduled daily routes to and from the schools such  
2 students attend;

3 (34) Reorganized district means any district involved in a  
4 consolidation and currently educating students following consolidation;

5 (35) School year or school fiscal year means the fiscal year of a  
6 school district as defined in section 79-1091;

7 (36) Sparse local system means a local system that is not a very  
8 sparse local system but which meets the following criteria:

9 (a)(i) Less than two students per square mile in the county in which  
10 each high school is located, based on the school district census, (ii)  
11 less than one formula student per square mile in the local system, and  
12 (iii) more than ten miles between each high school and the next closest  
13 high school on paved roads;

14 (b)(i) Less than one and one-half formula students per square mile  
15 in the local system and (ii) more than fifteen miles between each high  
16 school and the next closest high school on paved roads;

17 (c)(i) Less than one and one-half formula students per square mile  
18 in the local system and (ii) more than two hundred seventy-five square  
19 miles in the local system; or

20 (d)(i) Less than two formula students per square mile in the local  
21 system and (ii) the local system includes an area equal to ninety-five  
22 percent or more of the square miles in the largest county in which a high  
23 school is located in the local system;

24 (37) Special education means specially designed kindergarten through  
25 grade twelve instruction pursuant to section 79-1125, and includes  
26 special education transportation;

27 (38) Special grant funds means the budgeted receipts for grants,  
28 including, but not limited to, categorical funds, reimbursements for  
29 wards of the court, short-term borrowings including, but not limited to,  
30 registered warrants and tax anticipation notes, interfund loans,  
31 insurance settlements, and reimbursements to county government for

1 previous overpayment. The state board shall approve a listing of grants  
2 that qualify as special grant funds;

3 (39) State aid means the amount of assistance paid to a district  
4 pursuant to the Tax Equity and Educational Opportunities Support Act;

5 (40) State board means the State Board of Education;

6 (41) State support means all funds provided to districts by the  
7 State of Nebraska for the general fund support of elementary and  
8 secondary education;

9 (42) Statewide average basic funding per formula student means the  
10 statewide total basic funding for all districts divided by the statewide  
11 total formula students for all districts;

12 (43) Statewide average general fund operating expenditures per  
13 formula student means the statewide total general fund operating  
14 expenditures for all districts divided by the statewide total formula  
15 students for all districts;

16 (44) Teacher has the definition found in section 79-101;

17 (45) Tuition receipts from converted contracts means tuition  
18 receipts received by a district from another district in the most  
19 recently available complete data year pursuant to a converted contract  
20 prior to the expiration of the contract;

21 (46) Tuitioned students means students in kindergarten through grade  
22 twelve of the district whose tuition is paid by the district to some  
23 other district or education agency;

24 (47) Unadjusted poverty students means the greater of the number of  
25 low-income students or the free lunch and free milk calculated students  
26 in a district; and

27 (48) Very sparse local system means a local system that has:

28 (a)(i) Less than one-half student per square mile in each county in  
29 which each high school is located based on the school district census,  
30 (ii) less than one formula student per square mile in the local system,  
31 and (iii) more than fifteen miles between the high school and the next

1 closest high school on paved roads; or

2 (b)(i) More than four hundred fifty square miles in the local  
3 system, (ii) less than one-half student per square mile in the local  
4 system, and (iii) more than fifteen miles between each high school and  
5 the next closest high school on paved roads.

6 Sec. 3. (1) For school fiscal year 2023-24 and each school fiscal  
7 year thereafter, the department shall determine the supplemental special  
8 education allowance for each school district. Such allowance shall be an  
9 amount equal to eighty percent of the total allowable excess costs for  
10 all special education programs and support services provided by the  
11 school district, as determined pursuant to section 79-1142, minus the  
12 amount of the reimbursement received by the school district pursuant to  
13 section 79-1142.

14 (2) For school fiscal year 2023-24 and each school fiscal year  
15 thereafter, the total amount of equalization aid that is attributable to  
16 supplemental special education allowances shall be paid from the  
17 Education Future Fund.

18 Sec. 4. Section 79-1007.11, Revised Statutes Cumulative Supplement,  
19 2022, is amended to read:

20 79-1007.11 (1) Except as otherwise provided in this section, each  
21 school district's formula need shall equal the difference of the sum of  
22 the school district's basic funding, poverty allowance, limited English  
23 proficiency allowance, focus school and program allowance, summer school  
24 allowance, special receipts allowance, transportation allowance,  
25 elementary site allowance, distance education and telecommunications  
26 allowance, community achievement plan allowance, supplemental special  
27 education allowance, averaging adjustment, new community achievement plan  
28 adjustment, student growth adjustment, any positive student growth  
29 adjustment correction, and new school adjustment minus the sum of the  
30 limited English proficiency allowance correction, poverty allowance  
31 correction, and any negative student growth adjustment correction.

1           (2) If the formula need calculated for a school district pursuant to  
2 subsection (1) of this section is less than one hundred percent of the  
3 formula need for such district for the school fiscal year immediately  
4 preceding the school fiscal year for which aid is being calculated, the  
5 formula need for such district shall equal one hundred percent of the  
6 formula need for such district for the school fiscal year immediately  
7 preceding the school fiscal year for which aid is being calculated.

8           (3) If the formula need calculated for a school district pursuant to  
9 subsection (1) of this section is more than one hundred twelve percent of  
10 the formula need for such district for the school fiscal year immediately  
11 preceding the school fiscal year for which aid is being calculated, the  
12 formula need for such district shall equal one hundred twelve percent of  
13 the formula need for such district for the school fiscal year immediately  
14 preceding the school fiscal year for which aid is being calculated,  
15 except that the formula need shall not be reduced pursuant to this  
16 subsection for any district receiving a student growth adjustment for the  
17 school fiscal year for which aid is being calculated.

18           (4) For purposes of subsections (2) and (3) of this section, the  
19 formula need for the school fiscal year immediately preceding the school  
20 fiscal year for which aid is being calculated shall be the formula need  
21 used in the final calculation of aid pursuant to section 79-1065 and for  
22 districts that were affected by a reorganization with an effective date  
23 in the calendar year preceding the calendar year in which aid is  
24 certified for the school fiscal year for which aid is being calculated,  
25 the formula need for the school fiscal year immediately preceding the  
26 school fiscal year for which aid is being calculated shall be attributed  
27 to the affected school districts based on information provided to the  
28 department by the school districts or proportionally based on the  
29 adjusted valuation transferred if sufficient information has not been  
30 provided to the department.

31           Sec. 5. Section 79-1009, Revised Statutes Cumulative Supplement,

1 2022, is amended to read:

2 79-1009 (1)(a) A district shall receive net option funding if (i)  
3 option students as defined in section 79-233 were actually enrolled in  
4 the school year immediately preceding the school year in which the aid is  
5 to be paid, (ii) option students as defined in such section will be  
6 enrolled in the school year in which the aid is to be paid as converted  
7 contract option students, or (iii) for the calculation of aid for school  
8 fiscal year 2017-18 for school districts that are members of a learning  
9 community, open enrollment students were actually enrolled for school  
10 year 2016-17 pursuant to section 79-2110.

11 (b) The determination of the net number of option students shall be  
12 based on (i) the number of students enrolled in the district as option  
13 students and the number of students residing in the district but enrolled  
14 in another district as option students as of the day of the fall  
15 membership count pursuant to section 79-528, for the school fiscal year  
16 immediately preceding the school fiscal year in which aid is to be paid,  
17 (ii) the number of option students that will be enrolled in the district  
18 or enrolled in another district as converted contract option students for  
19 the fiscal year in which the aid is to be paid, and (iii) for the  
20 calculation of aid for school fiscal year 2017-18 for school districts  
21 that are members of a learning community, the number of students enrolled  
22 in the district as open enrollment students and the number of students  
23 residing in the district but enrolled in another district as open  
24 enrollment students as of the day of the fall membership count pursuant  
25 to section 79-528 for school fiscal year 2016-17.

26 (c) Except as otherwise provided in this subsection, net number of  
27 option students means the difference of the number of option students  
28 enrolled in the district minus the number of students residing in the  
29 district but enrolled in another district as option students. For  
30 purposes of the calculation of aid for school fiscal year 2017-18 for  
31 school districts that are members of a learning community, net number of

1 option students means the difference of the number of students residing  
2 in another school district who are option students or open enrollment  
3 students enrolled in the district minus the number of students residing  
4 in the district but enrolled in another district as option students or  
5 open enrollment students.

6 (2)(a) For ~~all~~ school fiscal years prior to school fiscal year  
7 2023-24 ~~except school fiscal years 2017-18 and 2018-19~~, net option  
8 funding shall be the product of the net number of option students  
9 multiplied by the statewide average basic funding per formula student.

10 (b) For school fiscal year 2023-24 and each school fiscal year  
11 thereafter, net option funding shall be the product of the net number of  
12 option students multiplied by the difference of the statewide average  
13 basic funding per formula student minus the amount of foundation aid paid  
14 per formula student pursuant to section 6 of this act. ~~For school fiscal~~  
15 ~~years 2017-18 and 2018-19, net option funding shall be the product of the~~  
16 ~~net number of option students multiplied by ninety-five and five-tenths~~  
17 ~~percent of the statewide average basic funding per formula student.~~

18 (3) A district's net option funding shall be zero if the calculation  
19 produces a negative result.

20 Payments made under this section for school fiscal years prior to  
21 school fiscal year 2017-18 shall be made from the funds to be disbursed  
22 under section 79-1005.01.

23 Such payments shall go directly to the option school district but  
24 shall count as a formula resource for the local system.

25 Sec. 6. (1) For school fiscal year 2023-24 and each school fiscal  
26 year thereafter, the department shall determine the foundation aid to be  
27 paid to each school district in accordance with subsection (2) of this  
28 section.

29 (2) The foundation aid to be paid to each school district in each  
30 school fiscal year shall equal one thousand five hundred dollars  
31 multiplied by the number of formula students for such school district.

1       (3) Twenty-three percent of the total amount of foundation aid paid  
2 each school fiscal year shall be paid from money appropriated from the  
3 Education Future Fund.

4       (4) For school fiscal years 2023-24 and 2024-25, one hundred percent  
5 of foundation aid shall be included as a formula resource pursuant to  
6 section 79-1017.01. For school fiscal year 2025-26 and each school fiscal  
7 year thereafter, sixty percent of foundation aid shall be included as a  
8 formula resource pursuant to section 79-1017.01.

9       Sec. 7. Section 79-1017.01, Revised Statutes Cumulative Supplement,  
10 2022, is amended to read:

11       79-1017.01 (1) For state aid calculated for each school fiscal year  
12 prior to school fiscal year 2023-24, local system formula resources  
13 includes other actual receipts determined pursuant to section 79-1018.01,  
14 net option funding determined pursuant to section 79-1009, allocated  
15 income tax funds determined pursuant to section 79-1005.01, and community  
16 achievement plan aid determined pursuant to section 79-1005, and is  
17 reduced by amounts paid by the district in the most recently available  
18 complete data year as property tax refunds pursuant to or in the manner  
19 prescribed by section 77-1736.06.

20       (2) For state aid calculated for school fiscal year 2023-24 and each  
21 school fiscal year thereafter, local system formula resources includes  
22 other actual receipts determined pursuant to section 79-1018.01, net  
23 option funding determined pursuant to section 79-1009, allocated income  
24 tax funds determined pursuant to section 79-1005.01, community  
25 achievement plan aid determined pursuant to section 79-1005, and a  
26 percentage of foundation aid determined pursuant to section 6 of this  
27 act, and is reduced by amounts paid by the district in the most recently  
28 available complete data year as property tax refunds pursuant to or in  
29 the manner prescribed by section 77-1736.06.

30       Sec. 8. Section 79-1022, Revised Statutes Cumulative Supplement,  
31 2022, is amended to read:

1           79-1022 (1) On or before May 1, 2023 ~~2020~~, and on or before March 1  
2 of each year thereafter, the department shall determine the amounts to be  
3 distributed to each local system for the ensuing school fiscal year  
4 pursuant to the Tax Equity and Educational Opportunities Support Act and  
5 shall certify the amounts to the Director of Administrative Services, the  
6 Auditor of Public Accounts, and each local system. On or before May 1,  
7 2023 ~~2020~~, and on or before March 1 of each year thereafter, the  
8 department shall report the necessary funding level for the ensuing  
9 school fiscal year to the Governor, the Appropriations Committee of the  
10 Legislature, and the Education Committee of the Legislature. The report  
11 submitted to the committees of the Legislature shall be submitted  
12 electronically. Except as otherwise provided in this subsection,  
13 certified state aid amounts, including adjustments pursuant to section  
14 79-1065.02, shall be shown as budgeted non-property-tax receipts and  
15 deducted prior to calculating the property tax request in the local  
16 system's general fund budget statement as provided to the Auditor of  
17 Public Accounts pursuant to section 79-1024.

18           (2) Except as provided in this subsection, subsection (8) of section  
19 79-1016, and sections 79-1005, 79-1033, and 79-1065.02, the amounts  
20 certified pursuant to subsection (1) of this section shall be distributed  
21 in ten as nearly as possible equal payments on the last business day of  
22 each month beginning in September of each ensuing school fiscal year and  
23 ending in June of the following year, except that when a local system is  
24 to receive a monthly payment of less than one thousand dollars, such  
25 payment shall be one lump-sum payment on the last business day of  
26 December during the ensuing school fiscal year.

27           Sec. 9. Section 79-1022.02, Revised Statutes Cumulative Supplement,  
28 2022, is amended to read:

29           79-1022.02 Notwithstanding any other provision of law, any  
30 certification of state aid pursuant to section 79-1022, certification of  
31 budget authority pursuant to section 79-1023, and certification of

1 applicable allowable reserve percentages pursuant to section 79-1027  
2 completed prior to the effective date of this act February 13, 2020, for  
3 school fiscal year 2023-24 ~~2020-21~~ are null and void.

4 Sec. 10. Section 79-1023, Revised Statutes Cumulative Supplement,  
5 2022, is amended to read:

6 79-1023 (1) On or before May 1, 2023 ~~2020~~, and on or before March 1  
7 of each year thereafter, the department shall determine and certify to  
8 each school district budget authority for the general fund budget of  
9 expenditures for the ensuing school fiscal year.

10 (2) Except as provided in sections 79-1028.01, 79-1029, 79-1030, and  
11 81-829.51, each school district shall have budget authority for the  
12 general fund budget of expenditures equal to the greater of (a) the  
13 general fund budget of expenditures for the immediately preceding school  
14 fiscal year minus exclusions pursuant to subsection (1) of section  
15 79-1028.01 for such school fiscal year with the difference increased by  
16 the basic allowable growth rate for the school fiscal year for which  
17 budget authority is being calculated, (b) the general fund budget of  
18 expenditures for the immediately preceding school fiscal year minus  
19 exclusions pursuant to subsection (1) of section 79-1028.01 for such  
20 school fiscal year with the difference increased by an amount equal to  
21 any student growth adjustment calculated for the school fiscal year for  
22 which budget authority is being calculated, or (c) one hundred ten  
23 percent of formula need for the school fiscal year for which budget  
24 authority is being calculated minus the special education budget of  
25 expenditures as filed on the school district budget statement on or  
26 before September 30 for the immediately preceding school fiscal year,  
27 which special education budget of expenditures is increased by the basic  
28 allowable growth rate for the school fiscal year for which budget  
29 authority is being calculated.

30 (3) For any school fiscal year for which the budget authority for  
31 the general fund budget of expenditures for a school district is based on

1 a student growth adjustment, the budget authority for the general fund  
2 budget of expenditures for such school district shall be adjusted in  
3 future years to reflect any student growth adjustment corrections related  
4 to such student growth adjustment.

5 Sec. 11. Section 79-1027, Revised Statutes Cumulative Supplement,  
6 2022, is amended to read:

7 79-1027 No district shall adopt a budget, which includes total  
8 requirements of depreciation funds, necessary employee benefit fund cash  
9 reserves, and necessary general fund cash reserves, exceeding the  
10 applicable allowable reserve percentages of total general fund budget of  
11 expenditures as specified in the schedule set forth in this section.

12	Average daily	Allowable
13	membership of	reserve
14	district	percentage
15	0 - 471	45
16	471.01 - 3,044	35
17	3,044.01 - 10,000	25
18	10,000.01 and over	20

19 On or before May 1, 2023 ~~2020~~, and on or before March 1 each year  
20 thereafter, the department shall determine and certify each district's  
21 applicable allowable reserve percentage for the ensuing school fiscal  
22 year.

23 Each district with combined necessary general fund cash reserves,  
24 total requirements of depreciation funds, and necessary employee benefit  
25 fund cash reserves less than the applicable allowable reserve percentage  
26 specified in this section may, notwithstanding the district's applicable  
27 allowable growth rate, increase its necessary general fund cash reserves  
28 such that the total necessary general fund cash reserves, total  
29 requirements of depreciation funds, and necessary employee benefit fund  
30 cash reserves do not exceed such applicable allowable reserve percentage.

1           Sec. 12. Section 79-1031.01, Revised Statutes Cumulative Supplement,  
2 2022, is amended to read:

3           79-1031.01 The Appropriations Committee of the Legislature shall  
4 annually include the amount necessary to fund the state aid that will be  
5 certified to school districts on or before May 1, 2023 ~~2020~~, and on or  
6 before March 1 of each year thereafter for each ensuing school fiscal  
7 year in its recommendations to the Legislature to carry out the  
8 requirements of the Tax Equity and Educational Opportunities Support Act.

9           Sec. 13. (1) For school fiscal year 2023-24 and each school fiscal  
10 year thereafter, each school district shall submit a report to the  
11 department that includes the following information:

12           (a) The amount of additional state aid received by the school  
13 district for such school fiscal year as a result of legislation enacted  
14 during the most recently completed legislative session; and

15           (b) The amount by which the school district reduced its property tax  
16 request for such school fiscal year, if any such reduction occurred.

17           (2) The department shall compile the information received from  
18 school districts under subsection (1) of this section and shall submit a  
19 comprehensive report of all such information annually to the Governor,  
20 the chairperson of the Education Committee of the Legislature, and the  
21 Clerk of the Legislature. The report submitted to the committee and the  
22 Clerk of the Legislature shall be submitted electronically.

23           Sec. 14. Original sections 79-1001, 79-1003, 79-1007.11, 79-1009,  
24 79-1017.01, 79-1022, 79-1022.02, 79-1023, 79-1027, and 79-1031.01,  
25 Revised Statutes Cumulative Supplement, 2022, are repealed.

26           Sec. 15. Since an emergency exists, this act takes effect when  
27 passed and approved according to law.

# **Bayard Tiger Cub Preschool Parent Handbook**



**2022-2023 School Year  
Bayard Tiger Cub Preschool  
A Collaboration between Bayard Public Schools &  
Educational Service Unit #13 Head Start**

Bayard Tiger Cub Preschool is a partnership between Bayard Public Schools and Educational Service Unit #13 Head Start. Our aim is to provide a quality preschool experience for children in the community of Bayard.

Bayard Tiger Cub Preschool is governed by the Bayard Board of Education. The Bayard Tiger Cub Preschool follows all federal, state, and local regulations and the Head Start Performance Standards.

### **Administration**

#### **Bayard Public Schools**

Superintendent Mr. Rodney Olson 586-1325

Elementary Principal Mrs. Ehler 586-1211

Special Ed Director Dr. Jessica Radford 586-1700

Preschool Teachers Mrs. Shawna Reish & Ms. April Halverson 586-1211

#### **Bayard Tiger Cub Preschool**

**726 4<sup>th</sup> Ave.**

Bayard, NE 69334

586-1211

#### **Monday-Friday**

Morning Session: 8:00 a.m. – 11:30 a.m.

Afternoon Session: 12:00 p.m. – 3:30 p.m.

Full Day Session: 8:00 a.m. - 3:30 p.m.

#### **Statement of Non-Discrimination**

The Bayard Tiger Cub Preschool does not discriminate on the basis of race, color, national origin, gender, or handicap in admission or access to, or treatment, or employment of its programs or activities. The Bayard Tiger Cub Preschool complies with Section 504 of the Rehabilitation Act of 1973 and the Family Educational Rights and Privacy Act. If you have questions or concerns about these acts, or feel that you or your child has been discriminated against, please contact an administrator listed above.

## **Letter from the Teachers**

Hello,

We would like to take this opportunity to welcome you to the Bayard Tiger Cub Preschool. We are excited to be a part of this collaboration and to be your child's teacher for the upcoming school year. We can't wait to meet each and every one of you.

We believe that learning happens best when children are actively involved and enthusiastic about what they are learning. Our goal is to provide a preschool experience that will be both interesting and exciting for each child. There will be much to learn, share, and experience together. We also know that as parents you are your child's first and best teacher. You are as important to their success in education as any other part of the process. By working together, as parents and staff in our preschool, we can make this a wonderful experience for your child.

If you ever have any questions, suggestions, or concerns, please feel that you can always share them with me. We value you and your knowledge of your child and welcome any and all comments. We are looking forward to working with you and your child this year.

Sincerely,

Mrs. Shawna Reish and Ms. April Halverson

## **Enrollment**

Priority enrollment selection criteria that have been adopted by the Board of Education are used to make enrollment decisions for the Bayard Tiger Cub Preschool. **A child will be eligible for admission into preschool at the beginning of the school year if the child is three years old or will be three years old on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins.**

## **Fees**

The fees to attend Bayard Tiger Cub Preschool will be determined by the free and reduced lunch schedule.

### **When Children Qualify for The Family Pays**

#### **Half Day Enrollment:**

Head Start \$0.00\*

Reduced/Free lunches \$30.00/month\*

Full Priced lunches \$80.00/month\*

#### **Full Day Enrollment:**

Head Start \$0.00

Reduced/Free lunches: \$60.00/month

Full Priced Lunches: \$120.00/month

\*Meals and snacks are included in the monthly fees.

A payment agreement must be signed and followed for all paying students. Any non payment of fees will be collected under school district Policy No. 5110.

## **Pick-Up/Drop-off Points**

Please pick up and drop off preschool students at the front entrance of the building along the south side by the playground (726 4th Ave.). Parents/caregivers will need to sign in and out preschool

students each day. These guidelines are established for student safety. Please use crosswalks when dropping off and picking up your child.

### **School Hours**

The first preschool session begins at 8:00 A.M. Monday – Friday and ends at 11:30 A.M. The second preschool session will begin at 12:00 P.M. and end at 3:30 P.M. Full day sessions are from 8:00 a.m.- 3:30p.m. We ask that students not come to school before 7:55 A.M. unless they are engaged in a special, supervised activity. We ask that your child is picked up by 3:35 P.M. **PLAYGROUNDS ARE NOT SUPERVISED BEFORE 8:00 A.M. AND AFTER SCHOOL. PLEASE DO NOT LEAVE YOUR PRESCHOOL STUDENT UNATTENDED.**

### **Meals and Snacks**

Students in the morning preschool session will be offered breakfast and a morning snack. Students in the afternoon session of the preschool will be offered lunch and an afternoon snack.

### **Toilet Training**

Children in our program must be toilet trained to attend school. Recognizing that occasionally accidents happen, they will be dealt with in a kind and loving fashion. Clothing soiled by urine or feces will be immediately put into a plastic bag (without rinsing or avoidable handling) and sent home for laundering.

A child who is toilet trained can:

- Avoid toilet accidents
- Ask to use a restroom
- Dress and Undress self
- Practice toilet hygiene
- Wash own hands

### **Checking Your Child's Backpack**

Please check your child's backpack every night. They are excited about their work at this age and will be excited to share it with you. This is the best way for me to communicate with you. Also, please make sure that they have a backpack daily to carry their work home.

### **Parent Engagement**

The Bayard Tiger Cub Preschool is founded on the belief that a child's parents will make a lifelong impact on a child's desire to learn, view of the world, and self-esteem. Tiger Cub Preschool provides parents with a variety of opportunities for positive involvement in their child's education, including opportunities for decision-making within the program. Each parent chooses to participate in activities that fit individual needs, schedules and interests. The classroom setting is age appropriate for all enrolled children, and focuses on the individual needs of each child. Our priority is to partner with parents in order to provide the highest quality of services to children.

### **Parent Visitations**

Parents are encouraged to visit children's classrooms at any time. **PARENT VISITS WITH THE EXCEPTION OF SCHOOL PARTIES, ARE LIMITED TO 30 MINUTES PER VISIT.** If you wish to confer with a teacher, please arrange for an appointment at a time outside regular class hours. All visitors must report to the school office before going to the classroom.

### **Center Meal Policy for Volunteers**

Bayard Tiger Cub Preschool welcomes volunteers, but must limit those adults eating with the children to a reasonable number. Each preschool class can serve meals to an average of two volunteers per day. By notifying the teacher and adding your name to the preschool calendar for lunch, you can assist staff members in planning. Please let a staff member know, as soon as possible, if you plan to stay for lunch, so appropriate accommodations can be made.

### **Addressing Concerns**

We try hard to meet the needs of each child and family. We strive to work with parents to provide quality services to children and families. If you have a concern with our program, we need to work out a satisfactory solution. We ask that parents solve problems with the program by using the following procedure:

1. Please contact the teacher and visit with her about your questions and concerns.
2. General questions – ask your preschool teacher or family advocate.
3. Speak with the building principal
4. If you need further assistance, please contact Bayard Public Schools Superintendent.

When concerns arise, both staff and parents are better able to work together when they keep from looking at the situation with an “us against them” frame of mind. Instead of making assumptions, we all need to ask questions for more information. When learning more about our program, you will find that behind most of our decisions there are Performance Standards or licensing rules that we must follow. By viewing each other as teammates, we can positively resolve any problem that comes our way for the benefit of the program and more importantly for the benefit of the children we are all responsible for teaching.

### **Screening**

One of our first opportunities to meet parents is at the preschool screening. This screening is required for all Head Start students, but is optional for all other students. As a parent, you have valuable information to share with us about your child and your family so that we can better serve you. Your preschool teacher will visit with you about the scheduled date and the specific time for you to come. You will meet one on-one with several people as you move from table to table. You will be asked many questions including information about your child’s health history, things that your child likes to do, activities that you would like to volunteer for, topics of interest to you for further information, and your child’s favorite foods. The time needed to complete the screening is approximately 1½ hours. If your child has a special need, health condition, or food allergy, please let your preschool teacher know immediately and then share the information at the screening as well. We really appreciate your time and patience in helping us gather important and required information. We’ll see you there!

\*\* If your child is enrolled AFTER the set screening dates have passed, you MUST complete orientation and screening paperwork BEFORE your child can begin attending classes.

### **Home Visits**

Home visits are a requirement for the Bayard Tiger Cub Preschool. Tips for successful

home visits are as follows:

Notify your teacher, Family Advocate or other visiting staff member of changes or cancellations of visits. If you are unable to keep a scheduled visit due to an emergency, please contact the expected staff member to cancel the visit. If you do not have a phone available, please leave a note on your door letting that person know your plan for contacting her/him, or note an alternative time when you will be available to meet.

Please notify your visiting staff member of any upcoming changes in your address or phone number.

Consider scheduling appointments for the same time of the day and same day of the week, making appointments easier to remember.

Home visits can take place in an alternate location.

By working together we can make home visits a learning experience that is beneficial to your family and to staff.

### **Family Gatherings**

Parents of children enrolled in the Bayard Tiger Cub Preschool will have many opportunities during the year to get to know each other and to learn together. These activity-based gatherings include a snack, parent-child activities, leadership opportunities, potential outings, and/or craft projects. Input from parents about their interests will make these gatherings informative and fun.

- 1) Tiger Cub Preschool will provide opportunities for parents to attend four family gatherings during the year.
    - a) Preschool will use the Winter Celebration theme if parents wish a special event during the month of December.
    - b) Family Gatherings are to include a business meeting (usually no more than a 15-minute meeting is needed for business). Included in the Family Gathering will be a parent-child activity for you to enjoy as a family.
    - c) Families are encouraged to attend all Family Gatherings scheduled by their preschool Parent Group. Events are to include both parents and their children. A snack will be provided during your time together. This is your opportunity to network with staff and parents. Please make the most of these opportunities.
    - d) Child care will be provided at all family gatherings.
  - 2) The Bayard Tiger Cub Preschool will elect the following officers for their parent group:
    - a) Parent Group Chairperson
    - b) Parent Group Vice-Chairperson
    - c) Parent Group Secretary and Treasurer (may be two different offices)
    - d) Policy Council Representative
  - 3) Policy Council Representatives are to be elected by October 15, so that they can receive training later that month. An alternative training may be offered in November for those unable to attend the October training depending on the need. The training is open to Parent Group Officers as well.
- The responsibilities of each of the elected positions will be explained prior to elections.


### **Policy Council**


Policy Council is a decision-making board that is similar to a school board. Members participate in budget planning, program planning, problem solving, and other functions described in the Performance Standards. Every Head Start program is required to have a Policy Council in place; a foundation of the program that supports parent involvement in the decision making process.


1. Bayard Tiger Cub Preschool will be represented on Policy Council.
2. Our representative will attend monthly Policy Council meetings. If unable to attend a meeting, the representative may arrange for a proxy to attend in his or her place.
3. The Tiger Cub Preschool representative will report back at family gatherings about the Policy Council.


### **Volunteering**


There are many opportunities for you to volunteer in the program, both in and out of the classroom, and during a variety of time frames. Volunteering is a great way to support the Bayard Tiger Cub Preschool program, and enhance your own learning and skills. Some ways parents can volunteer are to serve as an officer of the parent group, become a policy council representative, help in the classroom, assist with fieldtrips or special events, prepare classroom materials, and help with classroom repairs or maintenance. Visit with the teacher or other staff members if you have a special interest or would like to help.


 Families are encouraged to provide volunteer service in or for the preschool at least once a month. Our goal is to have two parents volunteering in or outside of the classroom every day. Volunteering is not a requirement of your child's enrollment, but it is very beneficial to your child and yourself.


 While in the preschool classroom, a volunteer can participate in classroom activities, observe children's interactions with others or assist with decorating bulletin boards or other tasks as needed by the teacher.

 Volunteering for tasks outside of the preschool time is just as important and counts in the same way as volunteering during classroom time. If your schedule does not allow for much time during the day, please visit with the teacher for some ideas for volunteer service during other time frames.

 Each time you volunteer, please sign the Volunteer Sheet provide by your classroom teacher. Remember to keep track of your volunteer hours at home and submit those as well. Recognition of volunteers is given throughout the year in a variety of ways for volunteer services.

 Sign the classroom calendar to volunteer to help in the classroom, assist with field trips, assist with office work, etc.

 Each classroom will be working on Community Projects during the year. If you enjoy leadership roles, please consider assisting with community projects. Leadership is also involved when serving as a Parent Group Officer or as a Policy Council Representative.

 Let your opinion be known! As a Policy Council representative from your preschool you can speak for the parents and impact program operations.

Our preschool staff deeply appreciates the time and experience that you offer as a volunteer. We hope to see you often!

### **EDUCATION**

Bayard Tiger Cub Preschool uses the Creative Curriculum along with the Teaching Strategies Gold Assessment. We know that children learn best when they are actively engaged and involved in interaction with people and materials in their environment.

#### **The objectives for children and/or parents in our program are:**

- To develop a positive self-image.
- To learn how to get along with children of their own age.

- To shift gradually from a family circle to a wider school circle.
- To have a wide range of experiences.
- To become a secure and independent person.
- To take responsibility for their own well-being
- To respect and care for our classroom
- To communicate his/her ideas to both adults and other children using words and expanded sentences
- To develop and coordinate large and small muscles.
- To apply knowledge or experiences to new situations
- To express themselves in a variety of creative areas including art, dramatic, music & literature.
- To develop visual perception and auditory discrimination. skills
- To enjoy and value reading
- To demonstrate knowledge of the alphabet
- To understand the purpose of writing
- To be excited about learning
- TO HAVE FUN AND MUCH, MUCH MORE!!!!

**Bayard Tiger Cub Preschool provides the following educational services to all families:**

- All families will be offered home visits throughout the year.
- All families will have the opportunity to attend 2 parent/teacher conferences a year.
- The Ages and Stages Screening Tool is administered to all children after entering the program
- An individual ongoing assessment for each child will be used

Although home visits and parent/teacher conferences are set up for parent and teacher communication, feel free to contact the teacher as needed.

**7 Ways Parents Can Help in Their Child’s Educational Experience**

1. Volunteer in the classroom or with special projects
2. Give input into curriculum and lesson plans.
3. Share your culture and family traditions.
4. Help with activities such as field trips, celebrations and special events.
5. TALK with your child about his/her experiences at preschool
6. Read to your child at least 15 minutes daily
7. Make sure that your child gets enough sleep and is physically ready to learn.

**Celebration Policy**

The Bayard Tiger Cub Preschool program believes that all families are unique and that their beliefs and culture should be respected. Keeping this in mind, the program has developed a policy for staff to use when working with children and families.

Guidelines:

1. Each parent will complete a parent questionnaire on what their beliefs are in regards to holidays/celebrations and how they would like them to be celebrated.

2. All families' cultural and religious beliefs will be respected.  
(All early childhood programs that receive public funding and/or are affiliated with any public organizations must comply with the First Amendment of the Constitution of the United States, which guarantees the separation of church and state.)
3. All activities will be developmentally as well as age appropriate.
4. Activities will be based on children's interests.
5. All children will be able to participate in any activity that takes place in our program. Children will always be accepted.
6. Foods and snacks served will follow Performance Standard guidelines which state: all federal, state and local food sanitation and safety laws must be followed; foods are purchased only from licensed vendors and foods and beverages are high in nutrition and low in sugar, salt and fat.

### **Biting Policy**

For safety and health concerns, we take biting seriously. When it happens, it's very scary, frustrating, and stressful for children, parents, and teachers. It is also not something to blame on children, parents, or teachers, and there are no quick and easy solutions to it. Children bite for a variety of reasons: simple sensory exploration, panic, crowding, seeking to be noticed, or intense desire for a toy. Repeated biting becomes a pattern of learned behavior that is often hard to extinguish because it does achieve results: the desired toy, excitement, attention. Knowing that the effect of their biting will hurt another person is not yet a part of a child of the ages' mindset, so the "cause-effect" relationship is not internalized. Our teachers plan activities and supervise carefully in order for biting not to happen. There are times, however, when everyone cannot be within immediate reach to prevent a bite.

Our policy for handling a biting incident is as follows:

- The biter is immediately removed from the group with a firm NO. The bitten child is consoled and the bitten area washed with soap and water. If necessary, ice is applied to reduce any swelling or bruising. The biter is not allowed to return to play and is talked to on a level that he/she can understand, then redirected.
- A written incident report is given to the parents of all children involved when they are picked up that day.
- The name of the biting child is not released because it serves no useful purpose and can make an already difficult situation more difficult.
- We look intensively at the context of each biting incident for pattern, in an effort to prevent further biting behavior. Staff will complete the "biting information form" and send to the Behavioral Health Coordinator. This information is used to look for a pattern and develop a prevention plan.
- We work with each biting child on resolving conflict or frustration in an appropriate manner.
- We try to adapt the environment and work with parents to reduce any child stress. We make special efforts to protect potential victims.
- We try to make every effort to extinguish the behavior quickly and to balance our commitment to the family of the biting child to that of other families.

### **Health Policies**

When a student has a disease, illness or health condition, the chart below may be followed to determine when he/she may return to school:

- Fever – temperature has been below 100 degrees for at least 24 hours
- Vomiting/Diarrhea – last episode more than 24 hours previous to return, and student is eating normally
- Chicken Pox – when all scabs have dried up or disappeared
- Pink Eye – 24 hours after antibiotic started, and no more drainage
- Impetigo – 24 hours after antibiotic started, and sores are decreasing in size
- Ringworm – must remain out of school until under treatment
- Head lice – after the hair is treated for lice, all nits (lice eggs) removed, and first cleaning completed.

Students who have had lice will be checked for a minimum of 14 days after the first treatment.

If a student is absent due to illness or injury for more than five (5) consecutive days, a note from a physician stating the student's fitness to return to school is required.

If your child is ill, please keep them home.

### **Procedure in case of an accident or illness**

1. The parents/guardians will be notified if the student needs to go home and/or a health care provider needs to be consulted. It is expected that the student will be picked up as quickly as possible.
2. Students needing to go home will be cared for and made as comfortable as possible until someone arrives to pick them up.
3. If necessary and circumstances warrant, the student will be taken to the hospital via the rescue squad. Attempts will be made to contact a parent/guardian prior to the student being transported. Each family must complete an emergency card for office use to inform the school of how and who to contact in case of an emergency. **Parents/guardians are expected to update emergency cards annually and when changes occur.**

Students should not be sent to school and will be sent home if any of the following conditions exist.

1. Student has a temperature of 100 degrees or more.
2. Student is experiencing vomiting, severe headache or cough etc.
3. Student has a suspicious contagion, rash or discharge.

No student will be sent home until a parent, guardian, or responsible adult has been contacted.

### **Medications**

Most medications, including those prescribed three times daily, are most safely and easily given at home. For those few students requiring medications during school hours, the physician and parent must complete the Bayard School Medication Permission Form. Medications will be given as ordered by the physician. Only FDA approved medications will be administered. Medication Permission Forms expire at the end of each school year or sooner, depending on the physician's order.

Medications must be in a pharmacy container labeled with the name of the student, medication, dose and frequency ordered, and the physician's name. When requested, most pharmacies will provide a second labeled bottle of medication to take to the school if needed.

The school can make no changes in the amount of medicine given or when the medicine is given, without a written order from the physician.

## **FAMILY SERVICES**

### **Family Advocate Services**

The Bayard Tiger Cub Preschool has been assigned a family advocate to work with Head Start families, or any that would like this service. Advocates are an additional resource for families and can be of assistance during times of family crisis. They will support you in setting and reaching family goals, will serve as a source of information on a wide variety of topics and can assist you in finding needed resources for your family. Family advocates generally visit with families at least three times per program year, but are available for additional home visits on an as needed basis. They can accompany you to other agencies as you seek resources. Advocates may provide transportation if the transportation is required to meet immediate basic needs including health needs. Your family advocate can be reached through your teacher.

### **Family Development Profile/Matrix**

The purpose of the Family Development Profile/Matrix is to identify your family's strengths in a variety of areas as well as any needs that you may have. The Family Development Profile is used to assist families in setting goals and is completed in partnership with a family advocate. Families are able to use these tools for goal planning. Family and/or individual goals will be the focus, and family advocates will follow up throughout the year to encourage and support you in obtaining your goals.

### **Attendance Policy**

During childhood, children are learning a number of skills that will serve them for a lifetime. By having your child in the classroom as consistently as possible you are teaching the value of learning, and are increasing the chance of your child's success in school. Please contact the classroom teacher if you child is going to be absent. Also, notify the teacher if the child is going to be absent for extensive circumstances (like a death in the family).

**Absences from School - Definitions. An absence from school will be reported as: (a) Unverified, (b) Absent, (c) Verified, (d) Activity, (e) Exempt.**

**The following codes will be assigned to student absences for the following reasons:**

**Unverified (UNV): The student is absent and the school has not received any notification pertaining to the student's whereabouts from a parent/guardian.**

**Absent (A): A parent/guardian has called to let the school know their child will not be in school, but the absence does not qualify as an EXC, EXP, ACT as defined below.**

**Verified (VER): A parent/guardian has called to let the school know their child will not be in school due to illness, a medical appointment, or family trips in which the student accompanies the parent/guardian. Even though an absence is verified, it does count toward the total number of absences for purposes of credit loss and truancy reporting.**

**Exempted (EXP): A parent/guardian has called to let the school know their child will not be in school for a purpose deemed by the Principal as an extenuating circumstance. The student's absence will not count against them due to the extenuating circumstance. An Exempted absence may include absences for reasons such as**

the attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents) counseling/therapy appointments, and court appearances that are required by a court order.

As a federally funded program, we are required to track attendance, and therefore must have an attendance policy. Attendance concerns will be addressed with the following steps:

1. Phone contact by the teacher/secretary is required following the first unexcused absence.
2. A home visit by the family advocate is required following the third unexcused absence to understand the reason for the absences and to discuss the attendance policy if needed.
3. Chronic absenteeism will also be cause for a referral to the family advocate for a home visit to initiate appropriate family support procedures, partnering with the family to resolve barriers that interfere with a child's attendance.
4. Continued absenteeism will result in a referral made to the Data Manager. This is to notify the family by phone or letter to insure that the family is still interested in continued enrollment in the Bayard Tiger Cub Preschool program and establish ways that the program can be supportive of the child's attendance. If there are barriers causing attendance concerns, the family advocate will follow up with the family to work together to resolve the concerns. An attendance plan and/or team meeting may be required.
5. If staff is unable to contact the family by phone, and the family does not respond to our letter by the deadline, or chronic absenteeism persists, the management team will meet to discuss the situation and try to resolve barriers before deciding to drop the child. If a plan is developed or a team meeting is held and the parents do not adhere to the guidelines set, we assume that the family is no longer interested in participating in the program and the child's name will be removed from active enrollment.
6. Those parents expressing interested in having their child participate in the program after the deadline will be required to have a written plan in place addressing the attendance concern. Once a child's name is removed from enrollment, the next child on the waiting list will be enrolled in his/her place. There is no guarantee that the program will have another available opening at the time that the request is made.
7. If a pattern of chronic absences are reported that are not consecutive days missed, the same steps will be followed with the family.

**\*Please advise the teacher and/or Data Manager of extenuating circumstances, such as a death in the family.**

### **School Closing Information**

The importance of notifying employees, parents, and students when school will be delayed in opening, not opened at all, or be dismissed early is of prime concern. We will be using an automated voice messaging system which will allow the school to contact each family with regard to school closing and other notifications. This system is designed to call the phone number or numbers listed in your student's file. Please ensure that the school district is continually notified of any changes to your

contact information.

The school also uses local radio stations KMOR, KNEB, KOLT, and KDUH TV to inform staff, parents, and students of closing due to inclement weather. The school will make every effort to make this information available as soon as possible.

### **Inclement Weather**

During inclement weather, outside play times may be reduced or eliminated. If the wind chill factor is below 15 degrees or the temperature is 15 degrees or lower, there will be no outside play time. Otherwise, children are expected to go outside during playtimes. If your child is to stay in during outside playtimes for health reasons, a note from a Doctor must be sent to school. If it is a "one time" occasion, a note from the parent is sufficient.

### **Emergency Number**

It is important that we have an emergency phone number, other than your home phone number, on file with the teacher for your child. This emergency number should be a local number. Please make sure this number is kept up to date.

### **Emergency Drills**

Fire drills are held once a month during the school year, and tornado drills are held once in the fall and once in the spring.

Nebraska school laws require that each school hold at least two fire drills the first two weeks of school and eight additional fire drills during the school year. The children are taught to leave the building quickly, quietly, and in a safe organized manner. Schools also engage in lock-down, state-wide tornado, and evacuation drills (bomb threats and other emergencies) during the school year. The evacuation drills could involve evacuation of students to the school's designated alternate site. Please call your building principal if you have questions about drills conducted at your school. These drills are conducted in an effort to achieve maximum preparedness in case of an emergency situation. Your school will also have an established student pick-up protocol in case of certain emergencies.

### **Emergency Procedures**

The school district has developed a Crisis Response Plan that is designed to minimize danger to anyone occupying a school should an emergency occur. Our main objective is to attend to the health and welfare of your children in the event of a crisis. In most emergencies, your children will remain and be cared for at the school they attend. In the rare event of an emergency affecting the school your child attends that prohibits reentry to the building (such as a broken gas or water main, a fire, or toxic spill), elementary students will be cared for in accordance with the school district's emergency procedures.

We ask that you follow the procedure below if you hear of any school emergency:

- 1. Turn on the radio or television. We will keep the media informed of any emergency.**
- 2. Please do not telephone the school. We have limited phone lines. These MUST be used to respond to the emergency.**
- 3. Please do not come to the school unless required to pick up your child. Any**

emergency involving your child's school may mean emergency vehicles and workers must be able to get to the building. If the emergency necessitates relocation of staff and students, you will be informed via the media.

### **In Kind**

Every year Bayard Tiger Cub Preschool receives grant money from the Federal Government through a partnership with Head Start. Twenty-five percent of what we receive must be matched with in-kind or donations from parents and other community people. Some things that count toward in-kind are:

- Completing and submitting a Family Activity Calendar
- Volunteering in the center
- Preparing classroom materials
- Attending family gatherings
- Working on community projects as a parent group
- Attending Policy Council meetings
- Donated items

Check with your teacher about other ways you can help with In-Kind.

### **Reporting Child Abuse / Neglect**

The Bayard Tiger Cub Preschool's procedure in reporting child abuse and neglect is based on the Nebraska Statute 28-711 Reporting Law. In the case of suspected child abuse or neglect staff members are to follow the procedure by reporting to the Child Abuse Hotline at 1-800-652-1999. Our primary concern is the safety of children, and the well-being of their families.

Our policy is that staff will not discuss child abuse reports with parents. If you have questions about child abuse reporting, you are welcome to speak to the teacher or other administrator. The Bayard Tiger Cub Preschool can make referrals to help families struggling with abuse/neglect issues and/or to provide support as the family works with other systems.

Applicable Nebraska Statutes regarding child abuse and neglect are as follows:

1. Any person who has reasonable cause to believe that a child is being subjected to conditions which would result in neglect or abuse is required by law (Nebraska Rev. Stat. 28-711, Reissue 1989) to report such an incident to the proper law enforcement agency, i.e. the police department, sheriff's office, or the Nebraska Department of Social Services.
2. Any person reporting a child who is being subjected to abuse or neglect is immune from any liability, civil or criminal, that might otherwise be incurred or imposed, except for maliciously false statements (Neb. Rev. Stat. 28-716, reissue 1989), and will also be immune from discharge, retaliation, or other disciplinary action solely on the basis of having made a child abuse report.

**If you know of a child that is being harmed in any way, please remember that all Nebraska residents are to report suspected child abuse and neglect. You can report suspected abuse/neglect to the Department of Health and Human Services Hotline (1-800-652-1999) or to the appropriate law enforcement agency. Please remember that we are all responsible for the safety of our nation's children.**

## **Student Records**

Records are maintained on all students. The records for your child are open for your review at any time. The records include the student's academic and testing record. An appointment to review the records should be made in advance so the teacher will be available to answer any questions.

## **Confidentiality**

Families have the right to protection of personal information. Bayard Tiger Cub Preschool operates under the following principles:

1. Parents should be the primary source of information about themselves, and Information sought from them should be limited to that which is essential for services.
2. Parents and other volunteers are prohibited from reviewing records other than those of their own children.
3. Health, education, and social service records for children/families are open only to staff and consultants on a "need to know" basis to the extent necessary to provide services, or assess the effectiveness of the services that are being offered.
4. \*Information is not to be released to anyone outside the program without Written consent from the family.
5. Other agencies and individuals are to be consulted only with the family's consent and within the limits of that consent.
6. Information recorded and records maintained are to be limited to those essential for providing services. Children's files and other information will be stored in locked files to insure confidentiality at each site.

\*Exceptions to the above include child abuse/neglect reporting, and persons at risk of harming self or others.

Please note that **confidentiality also applies to you**. While volunteering in the center, you may hear or see something regarding the child of another family. If you have specific concerns, please address them appropriately with staff. Respect the rights of families served in our program and do not discuss information with others.

## **Health Services**

### **Dental Health Examinations:**

Every child must have a complete oral exam during his/her first 90 days of enrollment in the program. This exam should be completed by a dentist. **The Bayard Tiger Cub Preschool would like the oral exam to be completed prior to enrollment in the program.**

### **Well-Child Examinations (Physical Exam):**

Every child shall be up to date on his/her well-child examinations within 30 days of the start of the program. Please notify the teacher if you need assistance in finding a health care provider in the area you would like your child to see. **The Bayard Tiger Cub Preschool would like the physical exam to be completed prior to enrollment in the program.**

### **Immunizations:**

Every child is required to be up-to-date on his/her immunization series. If your child is not up-to-date on immunizations, within 30 days of enrollment, he/she will not be able to attend the center unless the immunizations are in the process of being updated. **Bayard Tiger Cub Preschool requires that a copy of the immunization record be submitted prior to enrollment in the program.** If you need assistance in scheduling immunizations for your child please contact the teacher as soon as possible. If your child does not receive immunizations for personal or religious practices please notify the teacher to complete all necessary paperwork.

### **Vision Screening:**

Every child will complete a visual acuity screening within 45 days of the start of the program. A nurse will be conducting this screening. Your child may be referred to a local eye doctor of your choice for follow-up treatment depending on the results of the completed screening.

### **Growth Assessments:**

Every child will complete a height and weight measurement within 45 days of the start of the program and periodically throughout his/her enrollment. A nurse will be conducting this screening. This information will help us monitor your child's growth pattern throughout his/her participation in the program.

**Lead Testing:** Any child can be poisoned by lead with no symptoms at all until the poisoning is severe. Lead screening is typically completed in conjunction with your child's well child exam at 12 and 24 months of age. A copy of those results needs to be included in your child's file with the preschool. You can obtain a copy from your doctor. If the test has never been done, ask your doctor to do the test now.

### **Behavioral Health**

Behavioral Health or social-emotional development refers to how children get along with others and how they learn to express their emotions in healthy ways.

A behavioral health professional (Licensed Mental Health Practitioner) is available to provide direct and indirect services to families.

Direct services are provided by observing children in classrooms, (at the request of the teacher or parent), consulting with parents, speaking to parent groups, and providing crisis intervention.

Indirect services are provided by consulting with staff and then staff provides information to parents.

Head Start students will complete the behavioral screening, or Social-Emotional Questionnaire, within 45 days of the child's enrollment. Parents are asked to answer questions about their child's behavior, or social-emotional development.

Staff and classroom volunteers are expected to follow the Behavior Guidance Policy, which promotes positive behavior support. Please let your teacher know if you would like a copy of the policy for your reference.

When parents are concerned about their child's behavior, contact the teacher or family advocate. The staff will contact the Behavior Health Coordinator, as needed, for consultation and/or to meet with parent and staff.

A safe classroom is a must for learning to take place. Therefore, if a child is hurting other children or staff, or threatens to hurt others, the parent/s will be asked to meet with the staff and the Behavior Health Coordinator to make a behavior plan. The Family Advocates and the Behavior Health Coordinator will work with parents who request mental health services.

### **Disabilities**

- The Ages & Stages Questionnaire will be completed within 45 calendar days of enrollment to screen the child's development in the areas of Communication, Gross Motor, Fine Motor, Problem-Solving and Personal Social.
- Speech and hearing screenings will be done within 45 calendar days of enrollment.
- Parents will be notified of screening results.
- If developmental concerns exist, staff will contact the parents. Parental permission must be given before a child is referred for further testing by the school district.
- After an evaluation, a meeting called the Multi-Disciplinary Team (MDT) meeting is held to go over the evaluation with the parents.
- During the MDT meeting, if it is determined that the child needs special services, another meeting is held called the Individual Education Program (IEP). This meeting will include the parents and the team will develop a plan in which goals and objectives are established for the child.

Disabilities Service Plans, which provide strategies for meeting the special needs of children with disabilities and their parents, is updated annually.

### **Child Find**

Child find is a community-wide effort to provide opportunities for children with disabilities. Parents, educators and members of the medical community take part in the program to locate children who may have a disability.

Parents/Community members who contact Child Find may have concerns about the child's development in the areas of:

- Hearing
- Vision
- Speech/language skills
- Motor skills
- Thinking skills
- Emotional/social skills

Child Find provides developmental screening and, when appropriate, a comprehensive, multi-disciplinary evaluation for children from birth to kindergarten age.

If you live within the Bayard School District and have, or know of a child who may have a disability,

contact the Special Services Director at 586-1700 (high school) or 586-1211 (elementary)

### **Nutrition**

Our preschool program receives federal cash assistance to serve healthy meals to your children.

- The children will receive nutritious meals and snacks. The menus will follow the *Dietary Guidelines for Americans* that say that the foods must be high in nutrients and low in fat, sugar and salt. Menus at parent activities will follow the same guidelines.
- Foods served to the children must be commercially prepared or inspected. The only foods which may be donated to the program are raw fruits and vegetables, and prepared foods. This is to assure the health and safety of children and staff in the center.
- Diet prescription for food allergies, milk intolerance or other special diets is required to be submitted before the child attends preschool. In addition, when an enrolled child is placed on a diet in the middle of the school year, a written diet prescription signed by a physician is also required. The diet prescription **should include** the diagnosis and symptoms, along with suggested acceptable foods. The parents are encouraged to work closely with the staff to find acceptable substitutes for problem foods.
- Food experiences are used throughout the year to introduce new foods to the children, along with familiar foods served in a different way. Through cooking, children learn many concepts, including science, math, language, and social and motor skills. Good nutrition is discussed using the food pyramid.
- Effective dental hygiene is practiced after meals at the preschool.
- Physical activity is encouraged each day.
- Parents will be provided through parent meetings, community meetings and newsletters various nutritional information for the family.
- A Registered Dietitian is available to the program for consultation.

### **Asbestos**

The Institute for Environmental Assessment was requested by the Bayard Public Schools to review and prepare an asbestos management plan, identifying the presence of asbestos within District school buildings. After reviewing the characteristics of District buildings, a management plan was prepared for each building, a copy of which is maintained at the administrative office for each major building, describing the asbestos plan and the intended response. Under the present management plan, the asbestos should not present a detectable risk to any building occupant. The District conducts periodic surveillance to provide a continuous assessment of asbestos-containing materials.

The detailed plan and updated information for each building, or for the entire district, is open to public review and is located in the office of each building. If you have any questions, please contact the District's administration.

### **Fire and Tornado Drills**

Fire drills are required each month. The purpose of the drills are to help children evacuate the building orderly and safely under all circumstances. Tornado drills are practiced two times during the year. All of the drill procedures are reviewed with the students during the school year.

### **Discipline: Definitions and Procedures**

State law gives the administrations and teaching personnel in the school the responsibility of maintaining good order and discipline. Those in charge of the classrooms and activities may take such actions as are necessary regarding student behavior, including but not limited to: counseling, parent conferences, and/or requirements that a student remain in school before or after regular hours to do additional work.

The teachers, aides, custodians, and all other staff members have the responsibility and authority to insist upon good discipline in the classrooms, school building, on the school grounds, and at school activities. Staff members who supervise students in the classroom, cafeteria, and the playground will work to reward positive behavior when students exhibit it.

When students exhibit inappropriate behavior the families will be consulted and worked with in order to ensure safety for all children.

Good discipline begins in the home where a child learns from his/her parents at an early age to develop self-control. This will carry directly into his/her school behavior. Students are expected to conduct themselves in a manner which is in keeping with the activity in which they are involved, respect the rights of others, and obey safety rules and regulations.

Disciplinary action may be taken in accordance with the Bayard Public Schools Student/Parent Handbook procedures and Board Policy.

### **No Child Left Behind Act of 2001**

Notice Concerning Staff Qualifications:

The No Child Left Behind Act of 2001 gives parents the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Bayard Public Schools will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria For the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher.
4. Information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree; and
5. We will also, upon request, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Bayard Public Schools will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the NCLB Act of 2001.

### **RESOURCE GUIDE**

Western Nebraska Resource Guide <https://panhandlepartnership.com/directory/>

Bayard Tiger Cub Preschool  
ESU#13 Child Development Programs  
**Parent Handbook**  
*Acknowledgement & Agreement*

**Signing this Acknowledgement & Agreement will confirm two very important responsibilities that you take on as a Parent & Parents or Guardians.**

First: you acknowledge that you received your copy of the Parent Handbook.

Sign \_\_\_\_\_ Date \_\_\_\_\_  
Sign \_\_\_\_\_ Date \_\_\_\_\_

Second: you agree to follow the guidelines and policy out-lined in this Parent Handbook.

Sign \_\_\_\_\_ Date \_\_\_\_\_  
Sign \_\_\_\_\_ Date \_\_\_\_\_

# STUDENT PARENT HANDBOOK



## Bayard Public Schools 2022-2023

Every Person, Every Day. It's a FACT!

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## General Information

**BAYARD PUBLIC SCHOOLS**  
**Student-Parent Handbook**  
**2022-2023**

**This student handbook is Board of Education policy, and in the event there are inconsistencies or conflicts with any other rules or regulations, the board policies and regulations as they appear in this handbook will regulate.**

## **INTRODUCTION**

The purpose of this booklet is to help the parents and students of Bayard Public Schools to understand the philosophy, practices, policies, and regulations of the school. It is designed to help students choose courses and classes which will benefit them later for a life after graduation. If you have questions or concerns about these matters, or any other facet of your education, please contact an administrator at any time.

The experience of school is of critical importance. Not only do students learn the academic skills of reading, writing, calculating, thinking, and speaking; but they also learn who they are and how to deal with and relate to fellow students and adults. For these reasons, it is of paramount importance that the school environment be supportive of the students, offering encouragement, acceptance, and genuine concern for the individual student. The school, along with parents, family, and community must teach the students that all people have value and dignity. They must also strive to teach the values of honesty, respect for others, personal integrity, individual achievement, cooperation, self-discipline, a sense of humor, and good citizenship.

The classroom should be a very special environment. It must be stimulating and challenging, and at the same time, warm and supportive. Discipline should be present to enhance learning and engender proper academic and social development. It should not, however, be so rigid as to stifle individual creativity. It must foster self-worth and respect for the rights of other individuals and build a positive relationship between the student and the teacher. We believe in firm, fair, and consistent discipline that is built on sound educational principles. We also believe that all students are special and can succeed to the level of their abilities. There should be a real joy in learning, and students should be encouraged and rewarded for their many successes.

We hope that this school year will be exciting and rewarding, and we look forward to the opportunity of helping each student become the very best that they can become

## **VISION STATEMENT**

Bayard Public Schools will effectively provide and adapt its programs to meet the needs of its students, today and in the future.

## **MISSION STATEMENT**

The mission of Bayard Public Schools is to partner with parents to provide a successful educational experience and diverse opportunities.

## **“A NATION AT RISK”**

“When you work to your full capacity, you can hope to attain the knowledge and skills that will enable you to create your future and control your destiny. If you do not, you will have your future thrust on others. Take hold of your life, apply your gifts and talents, and work with dedication and self-discipline. Have high expectations for yourself and convert every challenge into an opportunity.”

## **BAYARD PUBLIC SCHOOLS STUDENT EXPECTATIONS**

1. Bayard students respect the rights and property of others and are courteous and polite in action and language.
2. Bayard students display good sportsmanship in representing the school and community.
3. Bayard students strive for honesty and accept responsibility for both their successes and their failures.
4. Bayard students strive for high academic achievement in such a manner that it brings respect to themselves and the school.
5. Bayard students avoid alcohol and drugs.

## **MUTUAL RESPECT**

The Bayard Public Schools expects every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of the student will not be tolerated.

## **WELCOME TO BAYARD PUBLIC SCHOOLS**

### **PRINCIPALS' MESSAGE**

Dear Parents and Students:

Welcome! We are looking ahead to an exciting year of learning and growing. Your cooperation and full participation will help us to reach that goal.

It is our greatest hope that everyone will get excited about learning and come to appreciate the endless possibilities of a trained mind. We can do it together – you, the student; your teachers; and myself, the principal; and your parents! All of us, working together in a positive manner can, and will, achieve another highly productive and successful school year.

Our focus this year will be on effective communication and to improve educational opportunities. Your focus for the future will hopefully be on learning; not just memorizing a head full of interesting facts, but learning how to be a self-directed learner – a life-long learner.

Your parents have given you the love and security to know that they dream big dreams for you. The staff is committed to supplying you abundant time, talent, and energy to underwrite your success. You, in turn, must supply the effort necessary to make the dreams a reality.

Don't accept second best for yourself. Be everything you ever dreamed you could be. Be committed! Be determined!

We'd like to share the following poem found in a magazine several years ago. We hope it tells you that we are here for you.

**Love Me When I'm Most Unlovable**  
**There's a time for us in life that no one understands.**  
**We grow and change in many ways and later find out why.**  
**We face new problems everyday, and sometimes it's just so unbearable**  
**We have to break down and cry.**  
**During these times there are good and bad,**  
**And we hope our parents will just understand,**  
**For what is happening to us cannot be controlled,**  
**No matter what we are told.**  
**So bear with us, grow with us, and learn to love us through it.**

Parents are encouraged to come to school or call the school if you have questions, suggestions, or comments.

Your Principals,

Mrs. Candace Ehler, Elementary Principal  
Dr. Kelley Rice, Jr./Sr. High School Principal

### **NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES**

It is the policy of the Bayard Public Schools not to discriminate on the basis of race, color, national origin, creed, age, marital status, sex, or disability in its educational programs, activities, or employment policies, as required by Titles VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Education Amendments, the Section 504 Rehabilitation Act of 1973, and the Nebraska Equal Educational Opportunity Act. Any person who believes she or he has been discriminated against, denied a benefit, or been excluded from participation in any district education program or activity on the basis of sex, race, or handicap, in violation of this policy, may grieve such matters using the adopted grievance procedures of this district. Such procedures shall provide for prompt and equitable resolution of complaints alleging acts of discrimination. Inquiries regarding compliance with Title IX, Section 504, Title VI of the Nebraska Equal Opportunity in Education Act may be directed to the High School Principal, Bayard High School, (308) 586-1700, or in the case of Title IX and Section 504 Rehabilitation Act, to the Director of the Region VII Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153, or call (816) 891-8026.

### **POLICY ENFORCEMENT:**

To ensure compliance with this policy, the superintendent shall:

I. Designate a member of the administrative staff:

A. To coordinate efforts of the district to comply with this policy;

- B. To develop and ensure maintenance of a filing system to keep records required under this policy;
  - C. To investigate any complaints of violations of this policy;
  - D. To administer the grievance procedure established in this policy;
  - E. To develop affirmative action programs, as appropriate;
- II. Provide for the publication of this policy on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, with such publication including the name, office address, and telephone number of the compliance administrator designated, pursuant to this policy in paragraph C., 1. above.

### **GRIEVANCE PROCEDURE:**

Any student or employee of this district who believes he or she has been discriminated against, denied a benefit, or excluded from participation, in any district education program or activity, on the basis of sex, in violation of this policy, may file a written complaint with the compliance administrator designated in Paragraph C, 1, of this policy, above. The compliance administrator shall cause a review of the written complaint to be conducted and a written response mailed to the complainant within ten (10) working days after receipt of the written complaint. A copy of the written complaint and the compliance administrator's response shall be provided each member of the Board of Education. If the complainant is not satisfied with such response, he or she may submit a written appeal to the Board of Education, indicating with particularity the nature of disagreement with the response and his or her underlying disagreement. The Board of Education shall consider the appeal at its next regularly scheduled board meeting, following receipt of the response.

The Board of Education shall permit the complainant to address the board in public or closed session, as appropriate and lawful, concerning his or her complaint and shall provide the complainant with its written decision on the matter as expeditiously as possible following completion of the hearing.

The designated administrator for Title IX is: Dr. Kelley Rice, 726 4th Avenue, Box 607, Bayard, Nebraska 69334. 308-586-1700. A complete copy of Title IX and Assurance of Compliance under Title IX of the Education Amendments of 1972 was posted for the students' use on Nov. 3, 1972.

### **ACCIDENT INSURANCE**

Accident insurance covering students, while they are at or traveling to or from school or participating in school activities is offered for a nominal cost at the beginning of the school year. Membership is optional. Information pertaining to this policy is made available to all students at the beginning of the school year.

### **CAFETERIA RULES AND LUNCH ACCOUNT PROCEDURES**

Bayard Public Schools participates in the National School Lunch Program and meets eligibility guidelines. A supervised lunchroom is maintained for students who eat hot or cold meals at school. One carton of milk is included with each meal, or juice will be substituted in place of the milk for those children who bring a note from a physician. An additional carton of milk may be purchased if desired. Water is provided in the lunchroom. Students who bring lunches from home

may buy milk. Pop or other drinks that do not meet healthy foods guidelines will not be allowed in the lunchroom while meals are being served.

In compliance with Federal regulations to serve lunches free of charge or at reduced price to all children who are determined to be in need of them, we encourage all families to apply for free or reduced meals (breakfast and lunch). An application form for free or reduced price meals will be sent to each household at the beginning of each school year. Application forms may also be picked up in the principals' offices at any time during the school year. The income scale prepared by the Office of Economic Opportunity shall be used as the guideline for determining if a family shall be eligible. Criteria used for consideration will include economic need as reflected by family income, including welfare payments, family size, and other family needs. This information will be kept confidential. All children will be provided meals if they wish to participate and have funds available to purchase a meal each day. Collections of payment shall be handled by school office personnel. All appeals from decision by the determination officer shall be reviewed by the Superintendent of Schools. Free and reduced meal numbers not only help you, but are beneficial to the school.

Bayard Public Schools has a computerized meal program, and the account balances and bookkeeping aspects of the program are beneficial to everyone concerned. Each student's account will show a running balance. It is the policy of the Bayard Public Schools that if a family has insufficient funds in the student's lunch account, the student will not be allowed to charge a meal from the school until the student's account has a positive balance. Notice will be given to students when they have a low balance. The program is designed that meals be paid for in advance so that situations like this do not occur. It is not the desire of the school district to keep any child from a meal, nonetheless, it is the responsibility of the parent to provide the financial means for their children.

Refunds will be issued to graduating seniors with no siblings enrolled at Bayard Public Schools and families ceasing enrollment in the school district. Funds remaining in family accounts at the end of the year will be carried over to the following term. We offer a breakfast program to Bayard students starting at 7:45 A.M. in the Jr/Sr High School and 8:00 A.M. at the Elementary School. We encourage all students to eat breakfast.

**Lunch Program Non-Discrimination Statement:** This explains what to do if you believe you have been treated unfairly.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

## **CHANGE OF ADDRESS/TELEPHONE**

It is very important that every student maintain an up-to-date address and telephone number record at the school office. Notify the school immediately if you have a change of address or telephone number during the school year.

## **CHECKING OUT**

If a student leaves school during the year, he must obtain a check-out form from the principal and get the signatures of his teachers and coaches or sponsors that he has had during the year.

## **OPTION STUDENTS**

The Bayard Public schools will accept students who elect to attend Bayard Schools under the guidelines of the State of Nebraska School Option Program.

## **ELEMENTARY CLOSED CAMPUS / RELEASE OF A STUDENT DURING THE DAY**

Students will not be permitted to leave school grounds during the school day without permission from the office and accompanied by a designated adult.

In recognition of the responsibility of the district to parents for health, welfare, and safety of students, the school will not release a student during the school day except to a student's lawful custodian as defined by law and whose identification is verified to the satisfaction of the administration. The name, address, and telephone number of the lawful custodian shall be entered on the permanent record of the student. If a lawful custodian wishes to have a stranger pick up their child during the school day, permission must be given to the school prior to the child being released.

If, in the granting of a release of a student, a change in the record of the student's lawful custodian(s) becomes apparent and is verified to the satisfaction of the administration, such change shall immediately be entered on the student's permanent record.

## **STUDENT GUESTS**

Personal guests of students (other than parents or guardians) are not allowed in school during school hours. This will help prevent unnecessary disruptions in the school day. In the very rare case that a guest must be in the building, special arrangements must be made through the principal.

## **LOST AND FOUND PROCEDURE**

The purpose of this section is to provide procedures for handling lost and found articles.

In order to help the school return lost items to students, coats, backpacks, and other personal items should be labeled with the student or staff member's name. All items presumed to be lost or misplaced by students, staff members, and visitors will be placed in the Bayard Public Schools Lost and Found. Items that remain unclaimed will be sold, donated, or discarded at the discretion of the principal in each building.

Items will be sold, donated, or discarded on a timetable set by the administration. Notice will be provided via the Remind system at least two weeks prior to items being removed from the lost and found. All items that remain unclaimed after two weeks will be donated to local charities, sold as a fundraiser for the TigerCARE program or school programs, or discarded. The school assumes no responsibility for lost or misplaced items.

### **STUDENT VALUABLES**

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary and safekeeping. Bayard Schools is not responsible for students' property that is subject to loss, theft, or damage.

### **JUNIOR/SENIOR HIGH VALUABLES, SAFETY HOOKS, BACKPACKS, AND LOCKERS**

Students are directed to not bring valuables to school.

Safety hooks are installed outside of each classroom. Students are expected to carry their backpack from class to class utilizing the hooks while inside the classroom. (Backpacks are not to be taken into classrooms.)

Gym lockers are available upon request if the student does not participate in athletics or PE. Lockers are provided for all students of Bayard Jr. /Sr. High School to store their personal belongings. They are issued at the beginning of the school year. Students are not to change lockers after assignments have been made in the fall, unless the office has been notified, and approval given.

Do not leave valuables such as calculators, money, or personal irreplaceable property in your backpacks or lockers. The school cannot be responsible for theft or damage to such possessions. Students are directed to keep lockers locked. Upon request, the school may check-out a lock to students for this purpose.

### **PERMANENT RECORD FOLDER**

A record folder is kept in the principal's office for every student who is a student at Bayard Public Schools. Information recorded includes attendance, classes taken, grades, and test scores. This information is frequently used when answering inquiries from parents, other educational institutions, and prospective employers. Students and parents may request principals or counselors to show them this information.

### **SCHOOL PROPERTY USE**

The property furnished for use by the pupils, including books, desks, furniture, equipment of all kinds, and buildings, shall be used and handled with reasonable care. Any pupil(s) who intentionally, willfully, or maliciously lose, damage, deface or destroy property of the school shall pay the cost of replacement or repair of such property. All teachers and employees shall at

once report any such loss, damage, destruction, or defacement of school property to the principal and/or the superintendent, who shall investigate the matter and require payment if necessary.

### **STUDENT DIRECTORY INFORMATION**

Student directory information is designed to be used internally within the school district. Directory information shall be defined in the annual notice. It may include the student's name, address, telephone number, date and place of birth, major field of student, participation in officially recognized activities and sports, weight and height of members of athletic teams, student created work (including writing, video production, artwork, industrial technology creations and others), dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, photograph and other likeness, and other similar information.

Prior to developing a student directory or to giving general information to the public, parents will be given notice annually of the intent to develop a directory or to give out general information and have the opportunity to deny the inclusion of their child's information in the directory or in the general information about the students.

Please notify the principal's office in writing if you do not want your child's information included in the directory.

### **ELEMENTARY TELEPHONE MESSAGES**

The school telephone is a business phone and is not to be used by student(s) except in special cases. Students must receive permission from their teacher to use the phone. Students are not allowed to use the phone to make personal arrangements such as requesting permission to go to another student's home after school.

In order to keep classroom interruptions at a minimum, we are requesting that parents phone the school and leave messages for their children unless it is an emergency. If it is an emergency, we will get the student out of class.

A teacher will not be called out of the classroom during school hours except in emergency situations. A message will be placed in the teacher's mailbox to return the call at a time when he or she is free.

### **JUNIOR/SENIOR HIGH TELEPHONE MESSAGES**

The school telephone is a business phone and is not to be used by student(s) except in special cases. In order to keep classroom interruptions at a minimum, we are requesting that parents do not phone the school to leave messages for their children unless it is an emergency. If it is an emergency, we will try our best to deliver the message. Nonemergency messages will be kept in the office, and students will be notified at an appropriate time. It is the students' responsibility to report for messages when notified.

Please refrain from calling your child's cell phone during school hours. If there is an emergency and you need to get in touch with your child, please call the office. Students are instructed to refrain from using their phones during class time to avoid disruptions to the learning process.

Regardless of the source of any cellphone-related disruptions, classroom and schoolwide cellphone policies and consequences will apply. Students will not be excused from consequences for violations of cellphone policies on the basis of parents/guardians/etc. initiating classroom disruptions.

## **SCHOOL BUILDING HOURS AND BELL SCHEDULE**

Unless special activities or an early morning class make it necessary, students should not be in the buildings before 7:40 A.M. Students entering the building prior to 7:40 A.M. for a special meeting are to remain in their meeting room until 7:40 A.M. Students who are not involved in special activities or meeting with a staff member are directed to leave the building immediately following their last assigned class. Students may work in classrooms or the library as long as supervision is present. Practices, rehearsals, or meetings in school buildings WITHOUT A SPONSOR BEING PRESENT, are not permitted.

### **Bayard Jr./Sr. High School Bell Schedule**

Zero Hour: 7:11 – 7:57  
1st period: 8:00 – 8:48  
2nd period: 8:51 – 9:37  
3rd period: 9:40 – 10:26  
4th period: 10:29 – 11:15  
5th period: 11:18 – 12:34  
Lunch A: 11:15 – 11:45  
5th A: 11:48 – 12:34  
5th B: 11:18–12:04  
Lunch B: 12:04 – 12:34  
6th period: 12:37 – 1:23  
7th period: 1:26 – 2:12  
8th period – Leadership Development: 2:15 – 2:42  
9th period: 2:45 – 3:31

### **Bayard Elementary School Schedule**

Begin: 8:00 am  
Dismiss: 3:25 pm

## **BUS RULES**

The safety of our children is of prime importance. All students living outside the city limits of Bayard are eligible to ride the bus. Bus rules concerning regular bus routes or activity trips are as follows:

- I. Previous to Loading (on the road and at school)
  - A. Be on time at the designated school bus stop to keep the bus on schedule.
  - B. Stay off the road at all times while waiting for the bus. Bus passengers must conduct themselves in a safe manner while waiting.
  - C. Do not move toward the bus at loading zones until the buses have been brought to a complete stop.

D. After the bus comes to complete stop, take your seat without delay.

## II. While on the Bus:

A. Students will sit where assigned by the driver or the activity sponsor.

B. Keep hands and head inside the bus at all times after entering the bus.

C. Windows will be kept closed - heat and ventilation will be controlled by the driver.

D. No gum, food, or drink will be allowed on route buses without the bus driver's permission.

E. Assist in keeping the bus safe and sanitary at all times.

F. Remember that loud talking and laughing or unnecessary confusion diverts the attention of the bus driver.

G. Treat bus equipment as you would valuable furniture in your own home. Damage to seats, etc., must be paid for by the offender.

H. Never tamper with the bus or any of its equipment.

I. Leave no books, lunches, or other articles on the bus.

J. Keep books, packages, coats, and all other objects out of the aisles.

K. Remain in the bus in case of a road emergency, unless directed by the driver to do otherwise.

L. Keep ABSOLUTELY QUIET when approaching a railroad crossing.

M. Do not throw anything out of the bus windows.

N. Remain in seats while bus is in motion (NO STANDING).

O. Be courteous to fellow pupils, the bus driver, and the driver's assistants.

P. Parents will be notified if there is misconduct on the bus. The bus rider may be denied the privilege of riding.

Q. While on the bus, you are in the driver's charge, and you must obey him/her promptly and cheerfully; as well as, any student assistant that is officially designated.

R. Inform the driver, if possible, when a rider will be absent.

S. All school rules, regulations, and policies apply to all students while riding school buses.

## III. After Leaving the Bus

A. Cross the road, when necessary, after getting off the bus (at least 12 feet in front of the bus) but only after looking to be sure that no traffic is approaching from either direction.

B. Help look after the safety and comfort of small children.

C. Be alert to the danger signal from the driver.

D. Do not get off the bus at places other than the regular bus stop, unless proper authorization has been given in advance by parent and school officials.

## IV. Extra-Curricular Trips

The bus rules and regulations would apply to any trip under school sponsorship. Pupils shall respect the wishes of a competent chaperone appointed by the school.

## V. Unsatisfactory Bus Conduct

Bus drivers will report unacceptable bus conduct to the supervisor of transportation or the principal for students who fail to abide by the rules and regulations concerning bus transportation. Unacceptable bus conduct may result in the loss of bus riding privileges. Additionally, the student may face detention, suspension or expulsion in accordance with established policies, for flagrant violation of school bus rider conduct regulations or conduct detrimental to the safe operation of the bus.

## **RIDING THE BUS IS A PRIVILEGE.**

### **CIVIL DEFENSE AND TORNADO DRILLS**

Civil defense and tornado alert drills are conducted periodically to practice indoor survival procedures. Teachers will advise their classes concerning the area to which they will proceed. The student should:

1. Walk quickly; do not run.
2. Remain alert for additional or changed instructions from a faculty member.
3. Proceed to the far end of an assembly area, so that entrances will not be blocked. In the event of a tornado ALERT, faculty and students will be notified and directions given for evacuating the most dangerous portions of the building. Escape plans are to move the entire student body into safe areas.

### **JUNIOR/SENIOR HIGH SCHOOL CLOSED CAMPUS**

Bayard Junior/Senior High School will have closed campus for grades seven, eight, and nine. If necessary, special arrangements to leave campus can be made with the principal. Parents may not excuse their student from closed campus for more than one day at a time. If students must be excused for extended periods, parents need to request a meeting with the principal. Students tardy three times will face disciplinary action up to and including loss of open campus privileges.

### **HIGH SCHOOL ACADEMIC LETTER**

Bayard High School will award Academic Letters. Students who earn this award will be recognized at the beginning of each year at the high school student meeting.

Qualifications:

1. Students must have a Grade Point Average of 94% or higher for the previous school term.
2. Students must have zero unverified absences, no more than eight verified absences, and less than 8 tardies for the previous school term.
3. The student must not receive any semester grade lower than an 86%.
4. The student must be enrolled in at least five courses, four of those courses from the core areas of Math, Science, Social Studies, and English.
5. The students must not be sent to the office for a major infraction at anytime during the school term.
6. The student must be enrolled at Bayard High School for at least 90 days of the previous year.
7. The student must achieve and maintain this standard for two consecutive semesters of the same school year. (Fall Semester and Spring Semester)

## **JUNIOR/SENIOR HIGH SCHOOL ATHLETIC INSURANCE**

All pupils participating in interschool athletics (including practice) shall have athletic insurance. They may purchase school-sponsored insurance or sign a verification form, informing the school district that they have their own insurance carrier or a signed waiver from the parents relieving the school of all responsibility.

## **JUNIOR/SENIOR HIGH AWARDS ASSEMBLY**

During the last weeks of school, an awards assembly is held to recognize students who have made outstanding contributions to the school.

Citizenship awards are given to one boy and one girl in each class. These students are chosen by a vote from the faculty members.

Scholastic recognition is given to the top two students in each class. This is determined by their grade point average. To be eligible, the student must have been in the Bayard Junior/Senior High School system the entire year.

Perhaps the most important features of the awards assembly are handing down the traditions of Bayard High School by members of the Senior Class to members of the Junior Class.

The Book of Knowledge, which is held by the graduating senior who received it before, is passed down to the junior who ranks highest in his/her class in scholastic ability.

The graduating Senior Class president hands down the honor yoke to the newly elected senior class president.

The graduating Senior Class selects by nomination from the Junior Class, six candidates: three for the school spirit award and three for the athletic letter. These nominations are approved by the administration and returned to the seniors for the final vote. The winners will receive these traditions, which they will pass on, the following year, in like manner.

The Hall of Fame is composed of graduating students, who, through their years of high school, have contributed the most to their school in the line of scholarship, activities, citizenship, and the general welfare of the student body. Four boys and four girls are nominated by the seniors and placed on the ballot in the general election, in which all high school classes vote. The names of the two boys and two girls who receive the most votes are then placed in the Hall of Fame.

## **CONFERENCES**

Individual conferences with parents will be requested by the teacher whenever necessary. Parents are encouraged to arrange for conferences with teachers whenever a problem appears or whenever a problem seems about to develop.

Regularly scheduled parent-teacher conferences will be held during the first and third nine-week periods. Additional conferences can be held at any time with the teacher and/or administration.

## **COPYRIGHT**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

## **DISCIPLINE**

Good discipline begins in the home where a child learns from his/her parents at an early age to develop self-control. This will carry directly into his/her school behavior. Students are expected to conduct themselves in a manner which is in keeping with the activity in which they are involved, respect the rights of others, and obey safety rules and regulations.

When discipline is used, it will be of a positive nature and will be in the best interest of the student involved. Discipline is used to develop self-control, instill self-discipline, and to assist the student in developing a positive decision-making process.

Each teacher has a set of discipline steps, which he/she will follow. Teachers are to have control of their classrooms at all times and are encouraged to handle the day-to-day discipline problems. If there is a student that constantly hinders the educational process in the classroom for other students, that child will be sent to the principal's office for disciplinary action.

The teachers, paraprofessionals, custodians, and all other staff members have the responsibility and authority to insist upon good discipline in the classrooms, school building, on the school grounds, and at school activities. This discipline plan is not intended to be exclusive or all-inclusive. Modifications will be made if necessary. The administration reserves the right to respond to any inappropriate behavior with immediate suspension of the child, with the child being reinstated only through a parent, teacher, and principal meeting scheduled by the school.

## **FIRE DRILLS**

Fire drills are held at regular intervals throughout the school year. Directions posted in each room should be followed carefully. Every person in the building must leave promptly and quietly at the sound of the fire alarm.

The student should:

1. Walk quickly; do not run.
2. Walk in single file with classmates unless directed to do otherwise.
3. Not wait in line to use a specified exit if another is free.
4. Move away from the exit after leaving the building to make room for those following.
5. Return to the building when safe re-entry is announced.

Each class has special instructions to follow during a fire drill. Listen carefully to your teacher for additional directions. Students not in a supervised class area are to exit via the nearest door and join the rest of the student body. Doors to all rooms are to be left closed. Do not crowd or talk, and remain alert for additional directions. Do not attempt to take books or wraps with you.

However, girls should take their purses. Once outside, remain out of the fire lanes and stay out of the path of any vehicles. You will be instructed when to re-enter the building.

## **JUNIOR/SENIOR HIGH FINAL TEST EXPLANATION**

Semester tests may be given. To prepare students for the expectations of college, semester exams can be comprehensive or be in the form of a project or paper that demonstrates the semester's learning.

## **GRADES AND REPORT CARDS**

Report cards will be provided at the end of each quarter. The grading system used is as follows:

Kindergarten S – Strong Progress  
N – Normal Progress  
I – Improving  
U – Unsatisfactory

Grades 1–12 94% - 100% = A  
86% - 93% = B  
78% - 85% = C  
70% - 77% = D  
Below 70% = F

Parents may ask for a progress report on their child at anytime. No pupil may be penalized for discipline by or through his/her grades. Parents are encouraged to utilize the school district's InfiniteCampus student information system to keep track of student grades. For help with setting up an account, parents can contact the school's technology teacher for account access and help.

## **GRADING PRACTICES TO SUPPORT LEARNING**

Teachers are expected to utilize the following grading practices to support student learning.

- 60/40 weighted grades: Assessment (60%)/Daily work(40%)
- Minimum Daily Grades: Teachers will plan and assess an average of 3 grades per week, approximately 25 grades per quarter.
- Minimum Number of Assessments: 3 assessments per quarter.
- Performance Classes: Students are unable to improve unless they participate so these classes may utilize participation grades. Alternatives/additional opportunities to make-up missed performances will be provided to ensure students have the opportunity to demonstrate their learning.
- Management of Late Work (if excused absences, students will continue to get 2 days for every day absent before this management procedure takes effect):
  - Assignments are due on the date assigned by the teacher. A 5% deduction will be taken off each school day until the assignment is turned in.
  - On school day 6 the highest grade possible is 70% of the earned score.

- All work is due on the last day of the quarter unless arrangements have been made ahead of time. Incompletes may be granted at the discretion of the principal. the principal.
  - Students will be encouraged to utilize planners or Google calendar to practice organizational/planning skills.
- Redo Policy:
  - Daily work and tests redone will be accepted at a 5% deduction for each redo completed.
    - Tests can only be retaken if the student has completed all daily work for that chapter. Redos will follow late work policy.
    - Students may use a peer tutor but the student and teacher must have a conversation/check-in to make sure concepts were learned.
    - Teachers will implement the use of a Google sheet to keep track of which teachers the students are spending time learning from during academic intervention and provide documentation that parents were contacted or if a student “no-shows.”
- InfiniteCampus can be configured to send an automatic email/text contact each week if student averages fall below 75% as an automated academic contact to parents.

## **GRADES FOR DISTANCE LEARNING AND DUAL CREDIT COURSES**

For grading and transcript recording purposes, the grades of students who take distance learning courses and dual credit courses, the grading scale of the originating institution will be considered, and grades will be adjusted to reflect Bayard High School’s grading scale.

## **HIGH SCHOOL GRADUATION**

A commencement service will be held for each graduating class of seniors. All graduating seniors are expected to attend graduation exercises in cap and gown, unless excused by the superintendent. The top 10% of the graduating class will be publicly honored at the graduating exercises. Commencement services will be held in the auditorium. No senior will be allowed to take part in graduation exercises if they have not met all the requirements of graduation.

Bayard High School will use the cum laude system to recognize academic excellence at graduation with the following GPA standards for levels of achievement and recognition after 8 successful semesters of high school attendance:

97% and above = Summa Cum Laude

95-96% = Magna Cum Laude

93-94% = Cum Laude

Beginning with the 2020 graduating class, valedictorian and salutatorian will no longer be determined or recognized.

## **EDUCATIONAL REQUIREMENTS FOR GRADUATION**

Graduation Requirements for Bayard High School are the successful completion of 260 semester hours.

The total number of credits must include at least the number of semester hours listed in the following areas:

- English – 40 semester hours
- Mathematics – 30 semester hours
- Science – 30 semester hours
- Social Science – 30 semester hours
- Physical Education – 10 credit hours
- Community Service – 8 hours Junior Year and 8 hours Senior Year

Preferred Sequence of Core and Technical Classes for Graduation Progress:

### **Freshman Year**

English I  
Math I  
Physical Science  
World Geography

### **Sophomore Year**

English II  
Math II  
Biology  
World History  
8 hours Community Service

### **Junior Year**

English III  
American History  
Math III  
Science III  
8 hours Community Service

### **Senior Year**

College English  
or  
English IV  
American Government  
8 hours Community Service

A student who has earned all required credits may graduate early. Students who graduate early may choose to have their diplomas awarded at the time of completion or the student may participate in the spring commencement activities.

## **GUM, FOOD AND DRINKS**

While gum is allowed in classrooms, it should be disposed of properly. Candy may be allowed on occasion when it is permitted by the teacher. Certain elementary grades and secondary

courses, such as band and choir may restrict the use of gum and candy for safety and equipment reasons. Snacks that follow the school's wellness policy are permitted in the classroom. Large bags of food or candy, along with sugary drinks and energy drinks are a distraction from the educational environment for students and are not appropriate for the classroom setting.

## HEALTH SERVICES

A registered nurse is on duty or on call during school hours. The nurse's office is located at the elementary building. If a student is ill, a student will need to either secure a pass from his or her teacher and report directly to the nurse's office or the office staff will contact the nurse.

If a student is seriously ill, the student should remain at home for proper treatment and care. The following list of communicable diseases should serve as a guideline to parents with regard to the amount of time a student should be kept out of school with a communicable disease:

- A. Measles – one week and until symptom free
- B. Three day measles (German measles) – until rash is gone
- C. Mumps – one week and until swelling is gone on both sides
- D. Chicken pox – one week after onset of rash and when all lesions are crusted and not weeping
- E. Strep throat – may return to school 24 hours after being on antibiotic and without fever
- F. Ringworm or impetigo – must remain out of school until under treatment.
- G. Conjunctivitis (Pink eye) – may return to school 24 hours after treatment with prescribed eye drops.
- H. COVID-19 – may return to school under the direction of current Centers of Disease Control and Prevention (CDC) and/or Panhandle Public Health Department (PPHD) guidelines.
- I. RSV – until fever free and/or coughing has subsided.
- J. Temperature – Any student with a temperature of 100 degrees or greater should remain home from school. Temperature must be normal 24 hours before returning to school without fever reducing medications, such as acetaminophen (Tylenol), Motrin, or Ibuprofen.

\*This is not a complete list of communicable diseases and infections. The nurse will contract PPHD for recommendations and guidelines if there is a question on a student on his or her illness or presenting symptoms.

The school nurse will send students home if they are found to have a fever of 100 degrees or greater or if students have a contagious communicable disease i.e., pink eye, strep throat, chicken pox, suspicious rash, or vomiting. Students are also sent home when they have lice in their hair.

An ill or injured student may not leave school until permission of the parent, or person designated by the parent, has been received. Ill or injured students are not to leave the building without the knowledge of the nurse and without signing out properly in either the elementary or junior/senior high office.

A health record is on file for each student. Parents/guardians are required to keep this record up-to-date for their child by reporting to the nurse of any medical diagnosis, allergies, immunizations/booster shots, eye prescription changes, or any pertinent health information that should be recorded.

### **Medications**

Students are not allowed to take any sort of medication during school hours that have not been cleared by the nurse. **School hours are considered from “bell to bell.”** If a student takes a medication without permission, he or she may have consequences at the discretion of the appropriate principal. **If a student needs to take a prescription medication during school hours, it is the student’s responsibility to report to the nurse’s office for medication administration unless otherwise specified. A medication administration form must be completed by a parent or guardian prior to taking a medication during school.** If a student needs to take an over the counter medication during school hours, they must see the nurse at the elementary building or go to the junior/senior school office for assistance.

Nebraska State Law prevents over the counter and prescription medications being sent to school with students. Do not send medication(s) to school with the student or student sibling. The medication must be brought to the school by the parent(s)/guardian(s) **or other specified designee** and given to a certified medication Bayard Public School Staff member. Designated Bayard Public Schools personnel have been trained to accept student medications. These staff members are: principals, school secretaries, and school nurses. The medication must be given directly to Bayard Public School staff members and a verified count of the medication amount will be conducted together with the staff member and parent(s)/guardian(s) **or other specified designee.** **All medications must be sent in their original container. Prescription medications must be sent in a prescription container with the proper prescription label secured to the container. Failing to do so will result in no medication administration.** It is the sole responsibility of the parent(s)/guardian(s) to ensure that the student has their medication during school **in its proper container.**

If there is a medication change during school, documentation from a licensed healthcare professional must be provided with the medication change. If documentation is not provided, Bayard Public School Staff will not administer the medication to the student and must be done so by a parent or guardian until such documentation is obtained.

Medications cannot be altered by Bayard Public School Staff in any way. For example, if a student is to take a ½ a tablet of a medication, the medication must be halved prior to dropping off the medication at school.

Prescription medications must have a prescription label with the designated student's name, medication name, medication dosage, and directions for use. The prescription medication label must match what the licensed healthcare provider prescribes for administration. For example: if a student is to take 2 tablets of a medication but the prescription label states 1 tablet, documentation must be provided or the medication will not be administered.

### **Over the Counter Medications**

Over the counter medications are offered in the nurse's office as well as the High School office. Over the counter medications that are supplied by Bayard Public Schools are: Acetaminophen (Tylenol), Ibuprofen, Calcium Carbonate (Tum's), and Cough Drops. An over the counter permission form must be signed by a parent/guardian and will be kept on file until the student graduates or transfers. If a permission form is not filled out, a parent/guardian will be called each time for consent of administration of medication. If any revision(s) occur in the over the counter permission form, a written statement must be submitted to the school nurse.

Over the counter medication dosage will be based on the medication recommendations (age and/or weight). Medications will only be administered at the discretion of the nurse or authorized personnel.

### **Immunizations**

In the state of Nebraska, children **can't attend classes** in public or private school until the school has written proof of their immunization status.

**NEBRASKA STATE LAW requires** students to be immunization against the following diseases:

- Diphtheria, tetanus, and pertussis
- Polio
- Measles, mumps, and rubella
- Hepatitis B
- Varicella (chicken pox)

#### **Student Age and Required Vaccines:**

- Students entering school (Kindergarten or first time enrolled)
  - 3 doses of DTap, DTP, DT, or Td vaccine, one on or after the 4th birthday
  - 3 doses of Polio vaccine
  - 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age
  - 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month.
  - 2 doses of Varicella (chickenpox) vaccine, or MMRV given on or after 12 months of age. Written documentation (including year) of Varicella disease from parent,

guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.

- Students entering 7th grade
  - Must be current with above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
- Students who are an out-of-state transfer at any grade level
  - Must be immunized appropriately according to the grade entered.

**Any student who does not comply with one of the following will not be permitted to attend school until he or she is compliant:**

1. Proof of up-to-date immunizations,
2. Have an upcoming scheduled appointment date to receive required immunization, or
3. Have a signed medical or religious waiver

### **Physicals and Eye Exams**

Physical exams are required by Nebraska State law for any student to participate in any sport; any student entering Kindergarten or is a first time enrolled student; 7th grade student; or are an out-of-state transfer student. Eye exams are required by Nebraska State law for any student entering Kindergarten or are a first time enrolled student and any out-of-state transfer student. Eye exams must be completed by a certified ophthalmologist.

### **School Health/Speech Screenings**

School health screenings will be conducted for all elementary students as well as 7th and 10th grade students. Depending on grade level, screening includes a student's: height, weight, vision, dental, and hearing. **Kindergarten students will also participate in a Speech screening.** Findings are recorded in the student's permanent record file. Screening does not replace a regular examination completed by a licensed healthcare professional. Parents/guardians will receive a notice of any unusual symptoms found and are urged to seek further medical help when necessary. If a parent/guardian wishes to refuse school health screening, a parent/guardian must submit written statement(s) from a qualified examiner that the child has received the minimum required screening within the past six months or the child will be screened at school.

### **Physical Education**

Participation in the regular activities of the physical education program is expected from all students. Students who are temporarily (1 or 2 days) unable to participate in physical education must bring a written excuse from a parent or legal guardian. A longer absence from physical education requires a written excuse from a licensed healthcare provider. Any student who is absent for five consecutive days due to either illness or contagious disease, may be required to have a note to re enter school, signed by a physician. All excuses should include:

1. Reason for absence.
2. Length of time to be absent from physical education.
3. Activity modifications during treatment or upon return to class.

### **Junior/High School**

All excuses must be in the principal's office before first-hour class. Students who must remain out of physical activities for more than two weeks may be withdrawn from the physical education class for the balance of the semester. The student's counselor and the nurse will review each situation before a determination is made.

### **Elementary**

We are frequently asked to allow students to remain inside during recess. Recess times are scheduled both to allow students time to relax and to provide preparation time for teachers. For the aforementioned reasons, we are asking all students to participate in recess unless a note has been sent from home asking that the child not participate in recess activities.

### **CONCUSSION: RETURN TO LEARN PROTOCOL**

A concussion must be diagnosed by a licensed healthcare professional. Students may be sent home if there is a concern for a concussion. If a student is diagnosed with a concussion, the student will need to complete the return to learn and return to play protocol. The return to learn and return to play are both informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. Bayard Public Schools has a specific concussion protocol that will be followed as well as any licensed healthcare professional recommendations and guidelines.

If a student is suspected of sustaining a concussion away from school, the student and his/her parent/guardian will need to notify the school so that the school nurse and activities director can ensure the concussion protocol is implemented and followed.

### **ELEMENTARY HOMEWORK CLUB**

To assist students, teachers, and parents when a student is at academic risk, we are implementing an after school Homework Club where students will be able to receive assistance. Students attending the after school Homework Club will have access to support, encouragement, structure, and resources to complete their assigned learning tasks.

Homework Club will take place every week from Monday thru Thursday when school is in session for the full day. It will begin immediately following dismissal time at 3:25 until 4:15. At that time, please be sure that you have made arrangements for your child to get home safely. Any student is welcome to attend Homework Club and is encouraged to come in for extra help if needed. However, if your child has either a missing assignment or an incomplete assignment twice in one week, they will be required to come to Homework Club.

We hope that you will see Homework Club as a benefit for your child, as it is our goal to provide the best possible learning opportunities for all of our students.

### **JUNIOR/SENIOR HIGH HONOR ROLL**

An honor roll will be figured and published for the Junior High and High School after each of the four nine-week grading periods and each of the two semester grading periods. All full-credit courses are used in this computation. Nine-week grades will be used for the quarter honor roll and semester grades will be used for the semester honor roll. Honor Roll shall consist of a Principal's List (4.0) High Honor Roll (3.5) and Honor Roll (3.0)

## **INITIATIONS**

There shall be no initiation of any student(s) for any reason at Bayard Public Schools.

## **LEAVING SCHOOL DURING THE SCHOOL DAY**

Students who must leave school for any reason must check out of the office before leaving. Students leaving must be cleared in advance by a note or phone call from the student's parent or guardian. In the event that school personnel are unable to contact a parent or guardian the school principal or superintendent will make an in loco parentis decision about whether or not a student will be permitted to leave school. Students will be dismissed from the classroom once the parent has signed the child out in the office.

## **ELEMENTARY AND SECONDARY LIBRARIES**

The elementary and secondary school libraries are open on a regularly scheduled basis and are supervised by the librarian. Library classes are held for grades K-6 and for special classes in the secondary school for the purpose of library instruction as well as for the enjoyment of the materials and books.

Students are allowed to use the libraries during library hours with the permission of their classroom teacher. They may use the libraries to read, check out books, return books, use audio-visual materials, do reference work, and work on special projects. Each student may check out books for a period of one week. There is no fine for overdue books, but lost or damaged books must be paid for.

The library collections are constantly updated and expanded. Books are chosen for either their educational or recreational value. A variety of audio-visual materials is available through the libraries for teacher use in the classroom.

## **ELEMENTARY MESSAGES**

Students will be asked to carry messages, announcements, bulletins, newsletters, and calendars home to parents. Please be sure to look for and read messages.

We urge parents to make arrangements for after-school activities and relate pertinent information to students before they come to school. If it does become necessary to get in touch with your child, the secretary will deliver messages approximately five minutes before school is dismissed for the day.

## **JUNIOR/SENIOR HIGH PUPIL DRIVING, PARKING, AND TRAFFIC RULES**

Pupils driving cars to school are to park in the designated student parking area in an orderly fashion. The student parking area has open parking. Slots are available on a first come – first serve basis. Students are required to park only where there is a guardrail present. Students that park where there is no guardrail may be disciplined by the office and the police.

General driving of automobiles by students, except during their lunch period, is prohibited. It shall be the responsibility of all faculty and school employees to report any violation of traffic laws or any improper conduct of student drivers to the principal (with a signed complaint from the school employee) who will (a.) require the student to check in his/her keys at the principal's office from 8:30 a.m.-3:30 p.m. for one (1) week or (b.) file a civil legal action to be brought against the student.

### **VEHICLE PARKING RULES**

1. Faculty parking in front of the main building and to the north end of the lot across from the main building is not to be used by students.
2. To facilitate identification, automobiles are to be parked front end in first; only one stall per car.
3. All students must be licensed and covered by insurance. The school is not responsible for the automobile or its contents.
4. Parking regulations are strictly enforced. It is considered a privilege to park on school grounds. Students will be expected to follow general traffic regulations. Suspension of driving privileges, towing of vehicles, and/or suspension from school may occur when violations of these regulations occur.

### **TRAFFIC RULES**

1. No vehicle may be operated on the parking lot at a speed greater than that which is reasonable.
2. No vehicle may be operated on the parking lot in a negligent, reckless, or willfully reckless manner.
3. No person shall ride on the top, hood, or fenders of a vehicle. It is unlawful for the vehicle operator to allow such vehicle operation.
4. Drivers must not back up, unless it can be done in a safe manner.
5. Drivers must stop following an accident, and report it to the police.

### **CONTINUED PARKING/TRAFFIC VIOLATIONS WILL RESULT IN THE FOLLOWING DISCIPLINE**

1. 1st offense: The student will receive detention and parents will be notified.
2. 2nd offense or more: The student will face further disciplinary action and parents as well as the police will be notified.
3. Students choosing to violate the stated regulations will be dealt with by the school and/or the Bayard Police. The privilege to use the B.H.S. parking lot could be taken away.

### **VEHICLES ON SCHOOL PROPERTY**

Pupils driving cars to school are required to park them in the designated area upon arrival at school. The school assumes no liability for pupils driving motor vehicles. It shall be the responsibility of all faculty and school employees to report any violation of traffic laws or any improper conduct of student drivers to the principal.

The Board adopts the following rules regarding parking and driving on School District property.

### **Parking**

1. The Superintendent may designate certain areas of the parking lots as staff only parking. Any areas designated as staff only parking may not be used by students or visitors.
2. Only one vehicle may be parked in a parking stall. Vehicles must be parked in a stall front-end first.
3. Administration may request that any vehicle parked in violation of this policy be towed at the vehicle owner's expense.
4. Students shall have no expectation of privacy regarding vehicles they bring on to School District property. School personnel may search the contents of any vehicle driven or parked on School District property by a student.

### **Driving/Vehicles**

1. All vehicles on School District property must be licensed, registered, and insured according to law. The Administration may report to law enforcement any vehicle suspected to be unlicensed, unregistered or uninsured according to law.
2. Anyone operating a vehicle on School District property must hold the requisite license to operate such vehicle and be covered by insurance as required by law. The Administration may report to law enforcement any suspected violations.
3. No ATVs, UTVs, golf carts, dirt bikes, or similar vehicles may be operated on School District property, unless they meet all of the requirements in item 1 above except by school employees in the course of their employment or as specifically authorized in advance by the Superintendent.
4. Operating a vehicle beyond the established parking lots and driveways of the school is prohibited.
5. Operating a vehicle in an unsafe or reckless manner is prohibited.
6. Anyone operating a vehicle on School District property shall follow all general traffic and driving laws and regulations.
7. Vehicles driven or parked on School District property shall not display images or messages that contain profanity, that are sexual in nature, or that are obscene, vulgar, or offensive. This shall include, but not be limited to decals, bumper stickers, flags, accessories, and license plates.

Any student, staff member, or patron who repeatedly violates this policy may lose his or her right to drive and/or park on School District property. Any student or staff member who violates this policy may be disciplined in the discretion of the Superintendent.

### **ELEMENTARY PARTIES AND TREATS**

Party invitations will NOT be distributed at school unless the entire class is included. When bringing treats, students must bring enough treats for all members of the classroom. The school cannot hand out or make invitations to private activities.

Classroom parties can contribute to the education of school children when they are part of a learning situation. Time will be provided during the school day for parties to observe Halloween,

Christmas, and Valentine's Day. Parents are encouraged to help with these parties if asked by a classroom teacher. On special occasions, other parties may be held with administrative authorization.

### **ELEMENTARY/PETS**

Pets can be a nuisance and a real problem on a school playground. A friendly pet often becomes vicious when excited by many children. Please see that dogs and other pets are kept home and not allowed to follow pupils to school.

Teachers may give special permission for pets to be brought to school for show and tell or as part of an activity. At this time, parents are asked to bring the pet(s) and stay long enough to take the pet(s) back home. Under NO circumstances is a potentially dangerous pet to be brought to school.

### **ELEMENTARY PHYSICAL EDUCATION**

The school does not expect all students to wear the same PE uniform. Regular school clothes will be worn by elementary students, and time does not allow for students to shower. However, **YOU MUST WEAR A PAIR OF TENNIS SHOES AT LEAST DURING PE TIME.** Because of safety factors, staff members discourage students from wearing only stockings as footwear. Boots and hard-soled shoes will not be allowed on either wooden gym floor. If a student continually forgets to have a pair of tennis shoes, other arrangements will have to be made.

The staff at Bayard Elementary School believes that physical education is an important part of the educational experience. The development and maintenance of a healthy body is essential for physical well-being and good mental health. We also believe that attitude development is an important part of education. We attempt to create an atmosphere for the development of leadership, sportsmanship, and congeniality through our physical education program.

If your physician prohibits participation in physical education, please have the doctor send a statement to the classroom teacher and the PE teacher. If a student does not participate in physical education class, then the student will not be able to participate during recess.

### **PRIDE AND CARE OF BAYARD PUBLIC SCHOOLS**

The Bayard Schools are some of the finest facilities in the region for which the community and each student can rightfully be proud. Careful use of the building and grounds is essential to maintaining their beauty and effectiveness. Please remember that everyone pays taxes to support and maintain our schools. Refrain from doing anything to increase maintenance expenses, and discourage others who would vandalize or knowingly damage your school.

If you cause any damage to the building (broken windows, etc.) please report it promptly so that it may be repaired. Breaking of equipment or damage to the building will result in a parent conference and/or payment for damages. Where the minor does not make restitution, the parents or legal guardian shall be held liable. Willful damage or destruction of school property will result in school discipline and/or referral to law enforcement agencies.

## **ELEMENTARY RESPONSE to INTERVENTION**

The goal of Response to Intervention (RtI) is to ensure all students are successful. RtI is a model that enables all educators to put in place practices and procedures to improve achievement. The problem-solving process inherent to the RtI initiative involves identifying and defining the issue, creating an intervention that is based on what each child needs, implementing the intervention, collecting data to monitor progress and making adjustments to the intervention based on the data. RtI becomes a model for intervening early on behalf of any child who is having difficulty. RtI is focused primarily on effective instruction to enhance student growth and is intended to help as many students as possible meet proficiency standards.

## **RESTRAINT (definition)**

The act of controlling the actions of pupil(s) when such actions may inflict harm to others or to himself/herself. School personnel must feel free to use whatever reasonable means are appropriate at the moment, if it is necessary, to prevent a pupil from harming others or himself/herself.

## **SEVERE WEATHER/SCHOOL CLOSING**

The importance of notifying parents and students when school will be delayed in opening, not opened at all, or be dismissed early is of prime concern. We will be using an automated messaging system which will allow the school to contact each family with regard to school closing and other notifications. This system is designed to contact the phone number or numbers listed in your student's file. If you do not wish to be a part of the automated system, please notify the school and your name will be removed from the system.

The school will continue to use local radio stations KMOR, KNEB, KOLT, and KDUH TV to inform parents and students of closing due to inclement weather. The school will make every effort to make this information available as soon as possible.

## **ELEMENTARY STUDENT COUNCIL**

The Bayard Elementary Student Council is a representative body with the purpose of fostering pride at Bayard Elementary School, developing and practicing leadership skills, building skills in responsible decision making, and planning and supporting service to the school and community. Students who will be enrolled in grades 3-6 in the fall must complete an application each year if they are interested in becoming a student council member. The application consists of parental consent, teacher verification, and student questions. Members of each respective class will vote on the applicants for that class once the sponsors have reviewed the applications. The student council will consist of four third graders, four fourth graders, four fifth graders, and four sixth graders. In the case of a tie vote, more students may be represented on the council. Officers are elected from the Student Council.

## **STUDY SKILLS**

Specific skills and techniques can make learning easier and more enjoyable. The following are student guidelines for achieving good study habits:

1. Come to class prepared with all necessary materials.
2. Be an ACTIVE PARTICIPANT in class. Listen well and take part in class.
3. Ask questions to clarify problems.
4. Plan your day and schedule time for homework.
5. Use what is learned and apply it to new situations.
6. Strive to do the very best work possible. Just 'getting by' is not a worthwhile goal.

## **ELEMENTARY/TATTOOS AND STICKERS**

Only those tattoos that are permanent (hopefully with parent permission) will be allowed at Bayard Elementary School. If a student has a tattoo or sticker that is visible and is not permanent on their body, the child will be asked to remove it with lotion, soap and water. If they choose to not remove the tattoo or sticker they will be sent home until it is removed. These items can be dangerous if they contain drugs or poisons and are disruptive to the learning environment.

## **TEACHER SCHEDULE**

Teachers are responsible for providing basic knowledge, direction, and motivation. With this properly accomplished, the student's degree of success is an individual matter. Sometimes it is difficult for an instructor to spend the necessary class time to resolve an individual student academic problem. Students are encouraged to make arrangements with their teachers for conference and special help during a teacher's planning period or before or after school. A teacher's daily schedule will be posted in the classroom. Consult these schedules and feel free to ask the teachers for time to discuss any problems you might have pertaining to classes.

## **HIGH SCHOOL TESTING PROGRAM**

Pursuant to Nebraska Department of Education requirements, all juniors will take the ACT at the school on the dates set by NDE. The ACT is also available for all students to take on national test dates. Students may also take the SAT. College admissions officials and scholarship program sponsors use the test scores, your school record, and other criteria to assess your ability to do college work to assist in placement in an appropriate program of study on campus. To decide if you should take one or more of these tests, you must know the test requirements of the college and scholarship programs in which you are interested. The Counselor or District Assessment Contact will help you find this information, or you may write directly to the colleges or scholarship program sponsors.

These tests can taken in grades 9 through 12 and students are encouraged to take the tests more than once. Full information about these tests, including fees and location of test centers, can be obtained from the Counselor or or District Assessment Contact. Students who qualify for free lunches may apply for a waiver of the testing fee for the ACT college entrance examination if they choose to take the ACT in addition to the free ACT given to all juniors. Contact the Counselor or District Assessment Contact for testing dates and registration forms.

## **ELEMENTARY TITLE I SCHOOLWIDE PROGRAM**

Title I Schoolwide Programs enable schools to provide opportunities for children served to meet challenging content and performance standards developed for children by:

1. High standards for all children
2. Enriched and accelerated educational programs
3. Effective instructional strategies and challenging academic content
4. Quality professional development
5. Coordinating services with other educational services
6. Quality parent and community involvement
7. Distribution of resources
8. Improving accountability
9. Greater decision-making and flexibility

## **VIDEO SURVEILLANCE**

The Board of Education has authorized the use of video cameras on Bayard School District property to ensure the health, welfare and safety of all staff, students and visitors to District property; and to safeguard District facilities and equipment; and to further the educational process. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Teachers may videotape instruction and other classroom activities to make available to students who were absent or who would like to otherwise review such content.

## **ALTERNATE LEARNING ENVIORNMENT**

When authorized by the Principal for health or other reasons, students may be granted permission to attend class via electronic means.

### **Virtual Attendance Expectations**

#### **Expectations for students:**

1. Students will log in at the expected time. Should students be unable to do so, they will contact their teacher via Remind or email as soon as they are able and check Google Classroom for any missed assignments.
2. Students will be dressed appropriately, sit up during the lesson and participate in class discussions via audio, video and/or chat.
3. Students will complete all assignments in a timely manner and seek help by emailing their teacher or attending scheduled office hours.
4. Students will make certain their Remind accounts are active and that they are receiving notifications either through the app, text messages and/or emails.
5. Students will check their email twice daily.
6. Students will contact the designated technology representative if they are having issues with their devices either through Remind or through email.

**Expectations for parents/guardians:**

1. Parents/guardians will verify their students are participating in our alternate learning environment by observing the above rules daily.
2. Parents/guardians will make certain their Remind accounts are active and that they are receiving notifications either through the app, text messages and/or emails.
3. Parents/guardians will check their Remind and/or emails daily and check for updates from teachers and administrators.

**Expectations for teachers:**

1. Teachers will post all assignments and activities on Google Classroom in a timely manner.
2. Teachers will post lessons on Google Classroom when new content is taught This may include videos, weblinks, slideshows or other types of documents to ensure access to the information.
3. Teachers will contact parents/guardians and students when a student's grade falls below passing.
4. Teachers will log into their Zoom sessions at the appointed times, including office hours. If a teacher is unable to do so, they will contact their class via Remind and add an announcement in Google Classroom as soon as they are able.

## Rules and Regulations

### ACADEMIC INTERVENTION/ACADEMIC DETENTION

Academic Intervention is established with the purpose of facilitating opportunities for the professional teachers of the district to help their students succeed in each content area. In the event that a student is failing any course, the expectation is for the teacher of the course to work with the student and parent to schedule academic intervention to stay and work on their assignments with direct instruction from the classroom teacher. Academic Intervention will be available every regular school day from 3:30-4:30.

Teachers who have students failing any courses along with other staff members who assign Academic Intervention are expected to provide instruction and supervision to the student until 4:30 pm (4:00 for those teachers who have coaching assignments the same day). In the event the student has successfully completed the work before 4:30 and the student's course average grade is at least a 70%, the teacher may dismiss the student early. Teachers are expected to utilize academic intervention to assist students seeking to improve their learning and grades in accordance with the grading procedures of the school district.

The school administration may assign students to attend the academic intervention program. Additionally, teachers may issue academic detention during the academic intervention period to

students to provide for support and supplemental instructional time as needed to help students learn material and complete assigned learning tasks.

Students will be assigned to the academic intervention program on a mandatory basis when the following factors place them at academic risk:

- A current failing grade in any class.
- Missing/Late assignments.
- Risk of course failure.

Students attending the academic intervention program are supervised by both certificated and non-certificated staff members. Students attending the academic intervention program have access to support, encouragement, structure, and resources to complete their assigned learning tasks.

When students are assigned to participate in the academic intervention program, failure to attend will be considered truancy. Students who are assigned to the academic intervention program are directed to avoid scheduling medical and other appointments for times when academic intervention is in session. In instances when no alternative scheduling options exists, the school administration reserves the right to grant a make-up attendance time to be decided by the assigning administrator.

Although attendance is mandatory when assigned, the academic intervention program is open to all students in grades 7-12 who need additional work time, support, or access to learning technology.

Student failures are often (but not always) the result of not turning work in or late work. One of the best ways that parents/guardians can help students be successful is by providing time and structure at home for students to complete all of their assignments. Parents can monitor their students' grades, assignments, and attendance via the Infinite Campus online student information system.

Teachers who have students meeting the qualifications for participation in the academic intervention period are required to provide supervision and instructional support to these students for the entire duration of the academic intervention period. When circumstances arise where teachers are assigned to other duties during the academic intervention period the teachers involved are to work with the principal to ensure that students are supervised and have the opportunity to receive academic support. It is the responsibility of the classroom teacher to communicate with students, parents, and the principal when students have missing or late assignments or are otherwise at risk of course failure.

## **DISCIPLINE AND SOCIAL EMOTIONAL LEARNING**

Students who have engaged in violations of school rules and behavioral expectations may be required by the principal to complete additional educational activities and/or training in order to have the opportunity to learn proper conduct prior to returning to regular classroom attendance. These assignments may include requiring students to complete Social Emotional Learning (SEL) Modules through the Odysseyware BASE program, Skills Streaming, or other programs as

determined by the principal or his/her designee to be necessary for the development of the student. Failure to complete these assigned tasks will be considered to be a violation of a reasonable directive subject to additional discipline in accordance with this handbook and school policy.

Students who violate school rules regarding possession of illicit or prohibitive substances may, at the discretion of the principal, be required to complete additional educational activities to promote an understanding of healthy and safe behaviors prior to returning to regular classroom attendance. These assignments may include completion of an educational program to reduce the use of an illegal or addictive substance, consultation with the school nurse, or additional meetings between the student, the student's parents/guardians, and substance abuse professionals.

## **STUDENT ADMISSION REQUIREMENTS**

### **Minimum Age:**

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board may admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through a recognized assessment procedure approved by the School Board that the child is capable of carrying the work of kindergarten.

### **Early Admission to Kindergarten:**

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained to administer the assessments that will produce evidence of strength determined by:
  1. achieving a score at the 25th percentile or greater on a composite of all subtests of the Pre-Kindergarten Screen (PKS). Skills assessed by the PKS-Pre-Kindergarten Screen include fine- and gross-motor development, understanding of verbal directions, visual perception and discrimination, rudimentary letter and number identification, and impulse control; or
  2. achieving a total of standard scores equal to or greater than 500 on the Young Children's Achievement Test (YCAT). This test assesses General Information, Reading, Writing, Mathematics, and Spoken Language.

The assessment(s) may be administered by the School District's professional staff, or the parents or guardians may, at their own expense, have one of the required assessments completed by reputable professionals and submit the results of such assessments to the School District.

Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment procedures and the determination of the School District in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an Early Entrance to Kindergarten Packet from the School District Administrative Office. The Early Entrance to Kindergarten Packet must be completed and returned to the School District Administrative Office no later than June 1st of the spring before fall enrollment to allow summer assessment to be completed. The Superintendent may grant an extension of this deadline at his or her discretion.

#### **Admission to First Grade:**

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year, and school officials determine that first grade is the appropriate placement for the child.

#### **Graduates:**

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment at Bayard Public Schools.

#### **Age 21:**

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

#### **Birth Certificate, Physical, Visual Evaluation and Immunization:**

The parents or legal guardian shall furnish:

(1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).

(2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.

- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes that an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

### **Enrollment of Expelled Students**

If a student has been expelled from any public school district in any state or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

## **ALCOHOL TESTS**

It is a violation of Board Policy and school rules for a student to use or be under the influence of alcohol while on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school sponsored activity or athletic event.

The Superintendent of Schools or his or her designee may require students to consent and submit to a breath test to determine the presence of alcohol or similar alcohol sensor (a “Test”) as a prerequisite for admittance to any voluntary school event or activity if the Superintendent determines that such practice is necessary for the safety of students at such event or will prevent interference with school purposes. If the Test reveals that a student is under the influence of alcohol or the student refuses to submit to the Test, then the student may be denied admittance to the event (in addition to being subject to further discipline as allowed by law, school rules, and Board Policy).

The Superintendent of Schools or his or her designee may require a student to submit to a Test at any time while on school grounds, in a vehicle owned leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school sponsored activity or athletic event if the Superintendent or his or her designee reasonably suspects that the student is under the influence of alcohol.

## **STUDENT ATTENDANCE AND EXCESSIVE ABSENTEEISM**

Regular and punctual student attendance is required. The Board’s policies require such attendance, the administration is responsible for developing further attendance rules and regulations, and students and parents are responsible for developing behaviors which will result in regular and punctual student attendance. Bayard Schools are required to maintain an accurate record of student attendance.

Compulsory Attendance: Except for those students exempted by law, this school district expects all children living within the boundaries of the school district and those currently enrolled in the school district and who are between the ages of seven and eighteen, to be in attendance every day that school is in session unless they have been excused by the school administration.

### **A. Attendance and Absences.**

1. Absences from School - Definitions. An absence from school will be reported as: (a) Unverified, (b) Absent, (c) Verified, (d) Activity, (e) Exempt.

The following codes will be assigned to student absences for the following reasons:

Unverified (UNV): The student is absent and the school has not received any notification pertaining to the student’s whereabouts from a parent/guardian.

Absent (A): A parent/guardian has called to let the school know their child will not be in school, but the absence does not qualify as an EXC, EXP, ACT as defined below.

Verified (VER): A parent/guardian has called to let the school know their child will not be in school due to illness, a medical appointment, or family trips in which the student accompanies

the parent/guardian. Even though an absence is verified, it does count toward the total number of absences for purposes of credit loss and truancy reporting.

**Exempted (EXP):** A parent/guardian has called to let the school know their child will not be in school for a purpose deemed by the Principal as an extenuating circumstance. The student's absence will not count against them due to the extenuating circumstance. An Exempted absence may include absences for reasons such as the attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents) counseling/therapy appointments, and court appearances that are required by a court order.

**Activity (ACT):** The student is absent from school due to participation in a school-sponsored event.

Only when specifically authorized by the principal for health or other reasons, students may be granted permission to attend class via electronic means. Student attendance will be marked the same regardless of virtual or in-person attendance.

The following attendance codes WILL contribute to the accumulated absences for the semester: UNV, VER, A, . After 9 absences, the student will lose credit for the class(es) in which they are not in attendance.

The following attendance codes WILL NOT contribute to the accumulated absences for the semester and will not count against credit loss: EXP, ACT.

Exempted Absences must be cleared through the Principal's office by the student's parent/guardian in advance whenever possible. An absence or tardy, even if verified by a parent/guardian, may not be ~~or~~ exempted, except as described above. All absences, except for illness, death in the family or other absences where advance notice is not possible, require advance approval.

The Principal shall have the discretion to deny or approve the verified or exempt status of absences depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

A student who engages in excessive absences may be considered truant as per state law Neb. Rev. Stat. 79-201. Truancy is a violation of school rules. The consequence of such action may require the student to make up the time missed through Academic Intervention. Students who leave the school premises without permission during the school day will be considered truant.

## 2. Absence Procedure.

Make-up work may be assigned for each day missed regardless of the type of absence, school activity or otherwise. If make-up work is not completed, students will receive no credit for the work required. The time each student is allowed will be determined by the teacher, with two days

per each excused absence the general rule. The student has the responsibility to contact teachers, initially, regarding make-up assignments.

**B. Mandatory Ages of Attendance.** The mandatory ages of attendances for truancy purposes are age 6 (as of January 1 of the then-current school year) to age 18. Attendance is also not mandatory for a child who has reached the age of 6 years of age prior January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements, and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 18 years, and such child's parent or guardian has signed a notarized release discontinuing the enrollment of the child on a form provided by the school.

**C. Early Withdrawal for Students Enrolled in Accredited or Approved Schools.** A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

**Exit Interview.** The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Bayard Public Schools or resides in Bayard Public Schools and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
  - the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

D. Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent. The superintendent shall immediately cause an investigation into any such report to be made. The superintendent shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed under the "Excessive Absenteeism" and "Reporting Excessive Absenteeism" policies.

E. Excessive Absenteeism. Students who accumulate five (5) absences in a quarter shall be deemed to have “excessive absences.” Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:

after 5 absences – first communication from the principal.

6 and 7 absences – further written communication or phone call from principal is possible.

8 absences – call and letter to meet with the principal.

9 and 10 absences – meeting should have been held with the principal.

11 or more absences – possible notification to county attorney.

F. Reporting Excessive Absenteeism to the County Attorney.

a. Twenty Absences. If a student accumulates more than twenty (20) absences per year and all of the absences are due to documented illness that makes attendance impossible or impracticable or are otherwise excused by school authorities, the attendance officer may report such information to the county attorney of the county in which the person having control of the student resides.

b. Twenty Absences. If a student accumulates more than twenty (20) absences per year, the attendance officer shall file a report with the county attorney of the county in which the person having control of the student resides. The report shall be made on a form which includes the following two statements, one of which must be designated by the school representative signing the report: (a) The school representative requests additional time to work with the student prior to intervention by the county attorney; and (b) the school representative believes that the school has used all reasonable efforts to resolve the student’s excessive absenteeism without success and recommends county attorney intervention. If further action is necessary to address the child’s attendance, the initial meeting between the parent or guardian of the child, the school, and the county attorney or his or her designee shall be at a location determined by the school.

c. Other. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

G. Reporting to the Commissioner. The Superintendent or designee shall report on a monthly basis to the Commissioner of Education as directed by the Commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials (other than law enforcement officials employed by or contracted with by the District as school resource officers) by the District relative to a student enrolled in the District.

## **ELEMENTARY - ARRIVAL AND DISMISSAL**

Please make every effort to have your student arrive at school no earlier than 7:55 A.M., unless previous arrangements have been made with the principal’s office. Students must leave the building when dismissed in the afternoon, unless they are given permission to remain and are supervised by a staff member. Students will be asked to leave the school grounds after school is

dismissed, unless arrangements have been made previously with the parent(s) or guardian(s). The playground is not supervised before 8:00 A.M. or after 3:30 P.M.

### **ELEMENTARY ABSENTEES AND TARDIES**

Bayard Elementary Start and End Times:

Begin: 8:00 am

Dismiss: 3:25 pm

Students should plan to report to school between 7:55 A.M. and 8:00 A.M. so they will not be counted tardy. Tardiness is reported from 8:00 A.M. to 10:00 A.M. and from when class starts after lunch to 2:00 P.M. A student leaving school after 10:00 A.M. or after 2:00 P.M. will not be counted absent for that half day respectively. Otherwise, the student is determined to be present.

Students are expected to be in class on time. Tardies will be monitored by individual teaching staff and the principal's office. Each teacher will post rules and consequences regarding tardies in their individual classrooms. Failure to meet school/teachers' rules and expectations regarding tardiness during the year will result in disciplinary action.

Elementary students will not be dismissed from the regular school day to attend junior high or high school events unless a parent or other authorized adult personally checks the student out of school.

### **JUNIOR HIGH/HIGH SCHOOL ABSENTEES AND TARDIES**

Bayard Jr./Sr. High School Regular Schedule Start and End Times:

Begin: 8:00 am

Dismiss: 3:31 pm

Students are expected to be in class on time and in attendance every class period (See SCHOOL BUILDING HOURS AND BELL SCHEDULE for start and end times for each period). Other than emergencies, students will not be allowed in the halls and must have a hall pass.

Unexcused tardies will be monitored by individual teaching staff and the principal's office. Each teacher will post rules and punishment regarding tardies in their individual classrooms.

I. Failure to meet school/teachers' rules and expectations regarding tardiness during the semester will result in disciplinary action.

II. If a student's absence is unexcused, the student may receive zeros for any class work missed during the absence, and may be required to make-up work and the time missed

III. Accumulation of three absences in a semester, which are not verified by the student's parents with a phone call, note or doctor's slip shall be considered truant and may result in disciplinary action. Continued unverified absences will result in additional disciplinary action and reported as excessive absenteeism.

All students grades 7-12 will be allowed up to nine (9) excused absences per semester. After the 9th absence, credit will be deducted as follows:

0-9 days absent 0 credit deducted per course

10-15 absences 1 credit deducted per course

- 16-20 absences 2 credits deducted per course
- 21-25 absences 3 credits deducted per course
- 25-30 absences 4 credits deducted per course
- 31+ absences 5 credits deducted per course

To receive full credit for a class in which a student has been absent in excess of nine periods, the student will be given the opportunity to make up the time missed. Teachers will provide make-up (or extra credit work) to be done during the make-up period. The student will be supervised during the make-up time by the school principal or by an assigned detention teacher. The student must serve the same number of make-up minutes (per missed class) as the class was originally scheduled to meet, in order to receive full credit for making up a period. Scheduling of the make-up time will be done by the school principal. The make-up time may be scheduled before school, after school, or on weekends, but it must be served within 30 days of the completion of the semester as the absent day it is being served to make up. Absences for school-sponsored activities are not to be included in the nine-day absence policy.

Students who lose credit will be given the opportunity for credit recovery during summer school.

The administration reserves the right to subtract from the number of absences those occasions which a student is hospitalized, prescribed bed rest by a physician, or gone due to a family emergency. (Family emergencies may include but not limited to accidents funerals, etc.) The school administration will require written documentation from a hospital or a physician for absences due to prescribed bed rest. It is important to note that while absences impacting credit loss are semester based (start over each semester), absences counting toward truancy accrue throughout the entire school year.

### **JUNIOR HIGH REQUIREMENTS - SUMMER SCHOOL**

Junior high students (7-8) must pass a minimum of six (6) academic subjects (English, Math, Science, Social Studies, Reading) for the year (three per semester) to be considered for advancement. Social promotion may be considered after a conference with the principal, parents, and the student. These students will be placed on probationary status for one full semester. Failure to maintain passing grades during the probationary period may result in a change of enrollment, back to the previous grade, for the remainder of the school year. If summer school is offered, junior high students could be required to attend if grades indicate a need for remediation.

### **HIGH SCHOOL REQUIREMENTS – SUMMER CREDIT RECOVERY**

High school students will be required to attend summer school in order to recover credits for failed courses and/or excessive absences at the discretion of the principal. Typically the students are required to retake the class during the next available semester with the teacher before Credit recovery is considered. Credit recovery will be based on (at or near) perfect attendance and completion of all assignments and assessments with at least 70% proficiency. The student will be completing coursework from Odysseyware Online or Edgenuity. There may be additional coursework as assigned by the regular education teacher that, if assigned, will need to be

completed at 70% proficiency as well. Poor attendance and behavior will result in immediate removal from the summer credit recovery opportunity and students may be required to retake the class the following year.

### **ABSENCE VERIFICATION**

Anytime a student is absent from school, they must have their parent or guardian call or send an excuse note to the Principal's office, stating why they were absent either the day(s) the absence occurs or upon returning to school, or it will be counted as unexcused or a skip. The school will contact parents as soon as possible when an unverified absence has been reported. Students with unexcused or skip absences will be disciplined according to the Student Handbook (see ABSENTEES AND TARDIES).

### **PERMIT TO RE-ENTER**

Any student who is absent for five consecutive school days due to either illness or contagious disease, may be required to have a permit to re-enter school, signed by a physician.

### **TRUANCY**

Truant students will make up twice the time missed from school for the first offense, and their parents will be contacted. For the second offense, the parents will be called in to work out an appropriate agreement. Students truant more than three times while in junior and senior high school will be suspended from school until such time as the problem has been resolved to the satisfaction of the parents and administration.

### **ELEMENTARY CELLULAR PHONES**

For the safety of students and to eliminate disruptions in the learning environment, all students in grades K-6 who bring cell phones to school are to place them in a box with their classroom teacher immediately when they enter the classroom during regular school hours. Students will pick up their phones on the way out the door at the conclusion of each school day or when they are leaving for the day.

The box of cell phones will be kept in a safe place to eliminate theft problems. If a student does not place his/her cell phone in the box, and it is seen or heard during regular school hours, the phone will be confiscated by the teacher or principal, and it will be kept according to the violations listed in the Rules and Regulations section of the student handbook. There will be no exceptions or excuses. If a student has an emergency, they will be allowed to use a phone. If you need to contact your student, please call the elementary office, and a message will be given to the student. No one will ever turn your student's cell phone on unless he/she is present.

The administration shall promulgate rules to enforce this policy at the building level.

## **CELLULAR PHONE AND ELECTRONIC DEVICE USE BY JUNIOR/SENIOR HIGH STUDENTS**

Students may be in possession of a cellular telephone subject to the terms of Board Policy #5133 and the administrative rules of the District. Use of the device shall be limited to the period before classes begin in the morning, during the student's lunch period and after the student's last class in the afternoon. Such devices shall not be used during instructional time, which includes all class time, unless there is a bona fide health or safety emergency.

Visible possession of all cell phones is prohibited in any area where there is an expectation of privacy.

Students violating this policy may be subject to disciplinary action; i.e., detention, suspension and/or expulsion.

The administration shall promulgate rules to enforce the policy at the building level.

Bayard Jr./Sr. High School students need to be responsible users of technology. The school firmly believes in protecting instructional time in classrooms; therefore, electronic devices should not be seen, heard, or used during the time allotted for each of the instructional periods throughout the day. This applies to anywhere on campus, including hallways, restrooms, main office, media center, etc. during any scheduled instructional period (including TAPs).

Students are permitted to use electronic devices before and after school, during their scheduled lunch, and during passing periods. Because school issued devices are available to all students, other personal electronic devices and cell phones are not to be used during instructional periods and study halls. Student use of personal devices can diminish the available internet bandwidth and diminishes the quality of the educational environment for other students and staff.

To maintain the expected learning environment in the classroom, students who violate the electronic device policy will be subject to disciplinary actions. Once a referral has been sent to the office, the following consequences can be utilized to solve the problem:

1st Offense- Electronic device will be confiscated until the end of the school day.

2nd Offense- Electronic device will be confiscated until a parent/guardian picks up the device

3rd Offense- Student will serve detention, plus the electronic device will be confiscated until a parent/guardian picks up the device

4th Offense - Student will serve detention, plus the electronic device will be confiscated until a parent/guardian picks up the device, and the student must turn the device in at the start of the school day for a specific amount of time determined by the administration.

As part of being a responsible user of technology, students are directed to not use their electronic devices to bully, intimidate, or harass. Violators will be subject to disciplinary actions from the administration.

## **CHILD FIND PROGRAMS**

Child find is a community-wide effort to provide opportunities for children with disabilities. Parents, educators and members of the medical community take part in the program to locate children who may have a disability.

Parents/Community members who contact Child Find may have concerns about the child's development in the areas of:

- Hearing
- Vision
- Speech/language skills
- Motor skills
- Thinking skills
- Emotional/social skills

Child Find provides developmental screening and, when appropriate, a comprehensive, multi-disciplinary evaluation for children from birth to kindergarten age.

If you live within the Bayard School District and have, or know of a child who may have a disability, contact the Bayard School Office (308-586-1425) from 9 am to 3 pm or write to:

Special Education Department  
PO Box 607  
Bayard, NE 69334

Links to: Developmental Milestones: <http://www.answers4families.org/developmentstages/>

## **DATING VIOLENCE PREVENTION**

The board prohibits behavior that has a negative impact on student health, wealth, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities.

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

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

## **SAFESCHOOLS DISTRICT TIP REPORTING SERVICE**

Safety is one of our district's top priorities, that's why we're now using SafeSchools Alert, a tip reporting system that allows students, staff, and parents to submit safety concerns to our administration five different ways:

1. App: Search for “SafeSchools Alert” in the App Store to download for free
2. Phone: 308.562.2024
3. Text: Text your tip to 308.562.2024
4. Email: 1767@alert1.us
5. Web: <http://1767.alert1.us>

Easily report tips on bullying, harassment, drugs, vandalism or any safety issue you're concerned about. Tips may be submitted anonymously too. Thanks in advance for helping to make our school community a safer place to work and learn! We appreciate your support.

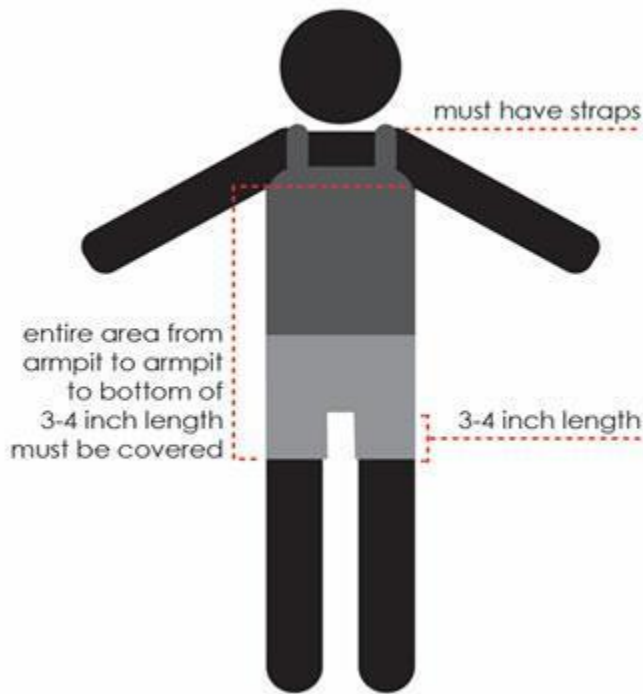
## **DISPENSING PRESCRIPTION MEDICATION**

To help insure the health and safety of children, school employees are not permitted to dispense prescription medications to students without full compliance with Board Policy which is as follows:

1. The parent or guardian of the student shall provide prior written authorization on the proper school form, to dispense prescription medication(s).
2. The parent or guardian of the student shall agree in writing to provide the prescription medication(s) to be dispensed in a prescription container with the child guard cap. The container shall have a glued label from the pharmacy which shall contain the child's name, physician's name, and directions for dispensing the medication.
3. The parent or guardian of the student shall agree in writing to consult the family physician as to any side effects of the medication being dispensed and to advise the school employee of the possible side effects and procedures to be followed should side effects occur.
4. Written authorization is limited to the medication(s) identified in writing on the form provided for that purpose. Should additional medication(s) be prescribed, additional written authorization will be required.
5. Written authorization shall be limited to the school year identified on the form provided.
6. The parent or guardian of the student shall notify the school in writing of the termination of the authorization to dispense the medication(s).
7. Modification of the dispensing instructions shall be communicated to the school employee by providing a new prescription container with a child-guard cap with glued label from the pharmacy, including student's name, physician's name, and instructions for dispensing.
8. The school employee cannot honor verbal instructions from the parent, or guardian, or student to modify or alter the directions for dispensing medication(s) as specified on the prescription container.
9. Employees of the school shall not be required to dispense prescription medication(s).
10. Prescription medication and any medical equipment needed to dispense medications delivered to school employees shall be identified and shall be kept locked in a cabinet or in a manner that will restrict access to only authorized employees.

## **STUDENT DRESS CODE**

Bayard Public Schools respects students' rights to express themselves in the way they dress. All students who attend Bayard Public Schools are also expected to respect the school community by dressing appropriately for a K-12 educational environment. Student attire should facilitate participation in learning as well as the health and safety of students and the adults that supervise them. This policy is intended to provide guidance for students, staff, and parents.



#### Minimum Requirements:

1. Clothing must cover areas from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see images below). Tops must have shoulder straps. Rips or tears in clothing should be lower than the 3 to 4 inches in length.
2. Shoes must be worn at all times and should be safe for the school environment (pajamas, bedroom shoes or slippers shall not be worn, except for school activities approved by the principal).
3. See-through or mesh garments must not be worn without appropriate coverage underneath that meet the minimum requirements of the dress code.
4. Headgear including hats, hoodies, and caps are not allowed unless permitted for religious, medical, or other reason by school administration.
5. Specialized courses may require specialized attire, such as sports uniforms or safety gear.

#### Additional Requirements:

1. Clothing may not depict, imply, advertise, or advocate illegal, violent, or lewd conduct, weapons, or the use of alcohol, tobacco, marijuana or other controlled substances.
2. Clothing may not depict or imply pornography, nudity, or sexual acts.

3. Clothing may not display or imply vulgar, discriminatory, or obscene language or images.
4. Clothing may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected classification.
5. Sunglasses may not be worn inside the building.
6. Clothing and accessories that endanger student or staff safety may not be worn.
7. Apparel, jewelry, accessories, tattoos, or manner of grooming that, by virtue of its color, arrangement, trademark or any other attribute, denotes membership in a gang that advocates illegal or disruptive behavior is prohibited.

Teachers will send students to the office, or notify the office if a student's clothing or dress is questionable.

**The administration reserves the right to determine what constitutes appropriate dress.**

Students who do not adhere to these guidelines will not be allowed to attend class. Parents will be called if appropriate clothing is not available or the student refuses dress-code appropriate clothing.

**STUDENT GRIEVANCE PROCEDURE**

The grievance procedure for students is published in the district student handbook and publications that reach all students including those in special education. The procedure, along with explanations, due process, and directions are available for inspection in the following offices: Superintendent of Schools and building principals. Inquiries can also be directed to the Director of Region VII Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153 or call (816) 891-8026.

It is the policy of this district that all grievances be resolved quickly and at the lowest step possible.

**EXPLANATIONS**

1. Grievance

A grievance is a difference of opinion raised by a student or a group of students involving: 1) the meaning, interpretation, or application of established policies; 2) difference of treatment; or 3) application of the legal requirements of civil rights legislation.

2. Grievant

Any student or group of students submitting a grievance in their own behalf.

3. Days

Days when school is in session.

**DUE PROCESS**

1. Right to Representation

A grievant(s) may choose to be represented by an attorney or other persons of their own choosing, such as a relative or advocate. Issues of ordinary school operation should, however, be resolved as informally as possible.

2. Right to Present Witnesses and Evidence

Grievant(s) shall be allowed to present the grievance with relevant evidence and pertinent witnesses. Both parties shall have the opportunity for hearing and questioning witnesses.

### 3. Time Limits

All participants shall adhere to the time limits prescribed for each level. Failure by the administration at any step of the procedure to communicate the decision on the grievance within the specified time limit shall permit the grievant(s) to proceed to the next step. Failure on the part of the grievant(s) to appeal the decision to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

### 4. Right to Information

Unless state laws and right-to-privacy laws are violated, all relevant records with names and identifying information must be made available to the grievant(s) for use as evidence in the grievance issue.

### 5. Privacy

During the grievance procedure, except at Step IV, the grievant(s) shall have the right to designate whether the procedure and meetings will be confidential, including names and related information.

### 6. Reprisals-Retaliation

Participants in a grievance submitted in this district shall not be subjected to reprisals, retaliation, or different treatment because of such participation. Participation shall not be recorded in the student file(s) or used to affect equal opportunity for access and equity in educational programs and services.

## DIRECTIONS:

Each step of authority shall acknowledge in writing the date of receipt of the written grievance with the statement that the issue will be considered promptly.

By Step III the grievance must be submitted in writing, dated, and signed with the name of the attendance center and the grade level of the grievant(s). The issue should be described as specifically and completely as possible. The name of anyone who will represent the grievant(s) should be included. A statement of possible relief necessary to resolve the issue should be offered.

If the issue is of the type that would require a decision from higher authority, the facts surrounding the grievance should be compiled in writing and submitted to the proper level of authority, operating through appropriate channels. All levels of authority shall give immediate attention to the grievance issue, being aware of the specified timelines. Copies of the written answers to the grievant(s) shall be submitted to the superintendent and/or building principal. This response shall contain a summary of the evidence determined; the conclusion(s) reached, with reasons, and shall be delivered to each grievant(s). If hand delivery with receipt cannot be made, registered mail will be used.

## **NETWORK ACCEPTABLE USE AND INTERNET SAFETY POLICY**

Bayard Public Schools recognizes the value of computer and other electronic resources to improve student learning and enhance the administration and operation of its schools.

To this end, the Bayard Public Schools encourages the responsible use of computers; computer networks (including the Internet), and other electronic resources in support of the mission and goals of the Bayard Public Schools.

It is the policy of Bayard Public Schools to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via the Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act (CIPA).

It is the policy of the Bayard Public Schools to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, Bayard Public Schools recognizes its legal and ethical obligation to protect the well-being of students in its charge.

The following uses of school-provided electronic resources, including Internet and email, are not permitted:

- a. to access, upload, download, or distribute pornographic, obscene, or sexually explicit material;
- b. to transmit obscene, abusive, sexually explicit, or threatening language;
- c. to violate any local, state, or federal statute;
- d. to vandalize, damage, or disable the property of another individual or organization;
- e. to access another individual’s materials, information, or files without permission;
- f. to violate copyright or otherwise use the intellectual property of another individual or organization without permission; and
- g. to distribute or forward “chain letters” via email.

Any violation of District policy and rules may result in loss of District-provided access to the Internet. Additional disciplinary action may be determined in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

**Students may...**

- Design and post web pages and other material from school resources.
- Use direct communications such as email, online chat, or instant messaging with a teacher’s permission.
- Use the resources for any educational purpose.

**Consequences for Violation:** Violations of these rules may result in disciplinary action, including the loss of a student’s privileges to use the school’s information technology resources.

**Supervision and Monitoring:** School and network administrators and their authorized employees monitor the use of information technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and

disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions, and will furnish evidence of crime to law enforcement.

**Enforcement of Policy:**

- To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.
- Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
- Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.
- A Bayard Public Schools staff member may override the technology protection measure that blocks or filters Internet access for a student to access a site with legitimate educational value that is wrongly blocked by the technology protection measure that blocks or filters Internet access.
- Bayard Public Schools staff will monitor students' use of the Internet by either direct supervision or by monitoring Internet use history to ensure enforcement of policy.

**Inappropriate Network Usage:** To the extent practical, steps shall be taken to promote the safety and security of users of Bayard Public Schools' online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

**Education, Supervision and Monitoring:** It shall be the responsibility of all members of Bayard Public Schools staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Bayard Public Schools will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

**Disclaimers:**

- Bayard Public Schools and its individual schools, administrators, faculty, and staff thereof, make no warranties of any kind for the service provided and will not be held responsible for any damage suffered by users. This includes the loss of data resulting from delays, non-deliveries, and intrusion by computer virus, or service interruption.
- Use of any information obtained via network access is at the risk of the user, and Bayard Public Schools specifically denies any responsibility for the accuracy or quality of the information obtained.
- Bayard Public Schools cannot guarantee complete protection from inappropriate material. Furthermore, it is impossible for the district or content filter to reflect each individual or family's opinions of what constitutes "inappropriate material." If a student mistakenly accesses inappropriate information, he/she should immediately notify a district staff member.
- Bayard Public Schools is not liable for an individual's inappropriate use of district's electronic communications systems or violations of copyright restrictions or other laws, or other costs incurred by users through use of Bayard Public Schools' electronic communication systems.
- The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's electronic communication systems.

**CIPA Definition of Terms:**

**Minor:** The term "minor" means any individual who has not attained the age of 17 years.

**Technology Protection Measure:** The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
2. Child Pornography, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to minors.

**Harmful to Minors:** The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**Sexual Act; Sexual Contact:** The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

**SEARCH AND SEIZURE**

To maintain order and discipline in the school and to protect the safety and welfare of students and personnel, school authorities may search a student, or student lockers, under the circumstances outlined in SEARCHES-PERSONAL and may seize illegal, unauthorized, or contraband materials discovered in the search.

A student's failure to permit searches and seizures as provided in this policy will be considered grounds for disciplinary action.

### **DRUG DETECTION DOGS**

As part of the district's effort to keep the schools safe and free from illegal drugs, the school principal may authorize the use of law enforcement drug detection dogs to search school hallways, lockers and cars parked in the school parking lot under the following guidelines.

1. The dogs will be brought into the schools both during and after school hours. The school Principal shall determine when the drug detection dogs will be used. The dogs may perform searches at random times throughout the school year.
2. The dogs will search hallways, lockers and cars parked in the school parking lot only. Students will not be searched by drug detection dogs. While a sniff search is taking place during the regular school day, students will remain in their respective classrooms.
3. If the drug detection dog identifies personal effects (e.g., purse, book bag, etc.), locker, or car, then school officials and law enforcement personnel will search the area and conduct an investigation. Parents/guardians will be notified if illegal drugs or contraband are discovered in a students' bags, locker or car. School penalties for possession of an illegal substance are governed by the school discipline code and may range from suspension to expulsion.
4. If an illegal drug is found, law enforcement will conduct a criminal investigation. If, during this investigation, probable cause exists to warrant an arrest, an arrest will be made.
5. If a student refuses to unlock a vehicle identified by a drug detection dog, the student will be subject to school sanctions for refusing to submit to a search. Law enforcement personnel will take appropriate action based on departmental policies.
6. Drug detection dog searches in the Bayard Public Schools may involve the Bayard Police Department, Morrill County Sheriff and/or the Nebraska State Patrol.

### **JUNIOR HIGH/HIGH SCHOOL SEARCHES - AUTOMOBILE**

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of the student parking lots. The interior of student's automobile on the school premises may be searched if the school authority has reasonable suspicion to believe that illegal, unauthorized or contraband items are contained inside.

### **ELEMENTARY SEARCHES – DESK**

Student desks are school property and remain at all times under the control of the school. Periodic general inspections of desks may be conducted by school authorities for any reason, at any time, without notice, without student consent, and without a search warrant.

### **JUNIOR HIGH/HIGH SCHOOL SEARCHES - LOCKER**

Student lockers are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers. Periodic general inspections of lockers may be conducted by school authorities for any reason, at any time, without notice, without student consent, and without a search warrant.

## SEARCHES - PERSONAL

A student's person and/or personal effects (e.g., purse, book bag, etc.) may be searched whenever a school authority has reasonable suspicion to believe that the student is in possession of illegal or unauthorized materials. If a pat-down search of a student's person is conducted, it will be conducted in private by a school official of the same sex and with an adult witness present.

## SEIZURE OF ILLEGAL MATERIALS

If a properly conducted search yields illegal or contraband materials, such findings shall be turned over to the proper legal authorities for ultimate disposition.

## STUDENT FEES

The Board of Education adopts the following student fees policy in accordance with the Nebraska Public Elementary and Secondary Student Fee Authorization Act. The District's general policy is to provide for free instruction in accordance with the Nebraska State Constitution. The District also provides activities, programs and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the District is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or Board regulations. Students are encouraged to contact their building administration, their teachers or their coaches and sponsors for further specifics.

### A. Definitions.

1. "Students" shall mean students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" shall mean student activities or organizations that (1) are supervised or administered by the District; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the District.
3. "Post-secondary education costs" shall mean tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### B. Listing of Fees Charged by this District.

#### 1. *Guidelines for Clothing Required for Specified Courses and Activities.*

Students are responsible for complying with the District's grooming and attire guidelines. They are also responsible for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach or sponsor of the activity will provide students with written guidelines that will detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

#### 2. *Safety Equipment and Attire.*

The District will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

#### 3. *Personal or Consumable Items.*

Teachers may not require students to supply various personal or consumable items for use in courses. However, they may state that students are asked but not required to bring

certain items for use in school. The school must supply any items required for course work but not brought by students. The district may set reasonable general guidelines on the use of consumables to avoid abuse and unnecessary waste of district resources. The district may require students to provide such personal and consumable items for extracurricular activities such as reeds for musical instruments, protective mouthpieces, and blank tapes for audio or video recording.

*4. Materials Required for Course Projects.*

Students in some courses produce a project that becomes their property at the end of the course. In those circumstances, students must either furnish or pay for the reasonable cost of any materials required for the course project; otherwise the project remains in the ownership of the school district.

*5. Extracurricular Activities.*

The District may charge students a fee to participate in extracurricular activities to cover the District's reasonable costs in offering such activities. The District may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of District owned equipment or attire. The coach or sponsor will provide students with written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

*6. Post-secondary Education Costs.*

Some students enroll in post-secondary courses while still enrolled in the District's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive both high school and post-secondary education credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the District shall offer the course without charge for tuition, transportation, books or other fees, except tuition and other fees associated with obtaining credits from a post-secondary educational institution.

*7. Transportation Costs.*

The District will charge students reasonable fees for transportation services provided by the District to the extent permitted by federal and state statutes and regulations.

*8. Copies of Student Files or Reports.*

The District will charge a fee for making copies of a student's files or records for the parents or guardians of such students. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the student's files or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

*9. Participation in Before-and-After-School or Pre-kindergarten Services.*

The District will charge reasonable fees for participation in before-and-after-school or pre-kindergarten services offered by the District pursuant to statute.

*10. Participation in Summer School or Night School.*

The District will charge reasonable fees for participation in summer school or night school, and may charge reasonable fees for correspondence courses.

*11. Charges for Food Consumed by Students.*

The District will charge for items that students purchase from the District's breakfast and lunch programs. The fees charges for these items will be set according to applicable

federal and state statutes and regulations. The District will charge students for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

#### C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities and (2) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waiver provided in this section. The District is not obligated to provide any particular type or quality of equipment or other materials to eligible students.

#### D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

### **STUDENT FEE WAIVER PROCEDURES**

The Board recognizes that while certain fees, specialized equipment, specialized attire, or project materials are appropriate and authorized, some students and their families are not financially able to afford them. The school district will grant waivers upon request to the students of families eligible for free or reduced priced meals under the federal Child Nutrition Program.

Waivers must be requested prior to the waiver deadlines as listed below. Waivers will not be approved retroactively for fees previously paid or specialized items, attire or project materials purchased by students. Only those fees and items eligible for waivers as required by state statute shall be waived.

The following deadlines will apply to requests for waivers:

1. Extracurricular Activity Participating Fees – The end of the first week of practice for a particular sport or activity.
2. Extracurricular Activity Specialized Equipment and Attire – The end of the first week of practice for a particular sport or activity.

Parents or students eligible for waivers shall make an application on the form provided by the school district at the end of this handbook. Applications may be made at any time but must be renewed annually. Denial of a waiver may be appealed to the superintendent, but eligibility is strictly dependent upon meeting financial guidelines established by the Child Nutrition program. The school district will treat the application and waiver process, as any other student record and student confidentiality and access provisions will be followed.

The school district will annually notify parents and students of the waiver. The student fee policy and guidelines will be published annually in the Student Handbook.

## **REGULATIONS FOR PROVIDING REQUIRED SPECIALIZED EQUIPMENT OR ATTIRE IN EXTRACURRICULAR ACTIVITIES**

The following extracurricular activities require specialized equipment or specialized attire to be provided by participating students. Students qualifying for free or reduced price meals are eligible to apply for waivers under school policy.

<b><u>ACTIVITY</u></b>	<b><u>DESCRIPTION</u></b>
All Classes	No class dues will be assessed. All class money for class activities will be earned through fundraising activities. If you want to take part in the class activities you must work the fund raising projects.
Band	Instruments; meals during competition; band uniform cleaning fee; registrations fees (All-State, High Plains, etc.).
Choir	Registration fees (All-State, High Plains, etc.); meals at contests; folder for music (2-pocket); choir trip.
Elementary Music	Miscellaneous costumes and props for Elementary shows.
21 <sup>st</sup> Century	Performance outfit (girls – dresses, briefs, shoes and nylons. Boys – shirt, pants, vest, black socks and shoes); white shirts for caroling; meals on competition days; miscellaneous costumes and props for annual show; 21 <sup>st</sup> trip.
JR. High Swing Choir	T-shirt; meals for competitions.
FFA	Meals for trips, FFA jackets.
Library	LOST library material – pay the replacement cost of the item. If item is found, money is refunded. DAMAGED library material – if material is severely damaged, there will be a replacement cost charge. REPAIR of textbooks will be charged by the instructor.
National Honor Society	Each member is required to collect 5 pledges or donations for the bowl-a-thon fundraiser. Each member pays for the games they bowl (2-3 games).
One-Act Plays	Costumes.
Quiz Bowl	Meals at competition.
Senior Class	Class t-shirt; donating items for concessions, prom, etc.; flower for graduation if class funds are not available.
Speech	Meals at competition.
Cheerleading	Cheerleading uniform – cheerleader will conduct fundraisers to help with the cost of uniform. You must help with these activities in order to be a cheerleader.
Football	Football shoes.
Golf (Boys/Girls)	Golf clubs, bag, tees, balls.
Track (Boys/Girls)	Track shoes (running spikes, field event shoes, jumping event shoes, etc.); t-shirts/sweatshirts; gloves and cap; and meals on competition days.
Volleyball	Meals on competition days and black spandex shorts.
Wrestling	Shoes.
X-Country	T-shirt (optional), jacket (optional), shoes- spikes (optional), socks, running tights, one size fits all gloves, head bands (ear covers) and meals on competition days.

JR High Football                      Football shoes (optional) may wear tennis shoes.  
 JR High Track (Boys/Girls)      Track shoes and meals on competition days.  
 JR High Volleyball                  Shoes and black shorts.  
 This list is not all inclusive. Activities and items may be added during the year.

## **STUDENT FEE ASSESSMENTS**

The following fees, charges or fines will be assessed during the school year for students involved in the activities described.

Students may apply for waivers of some fees under district waiver guidelines. The student fee policy and guidelines will be published annually in the Student Handbook.

### **ACTIVITY**

### **COST**

Lunch	Price established for the year.
Band Uniform Cleaning Fees	\$10.00
FFA	As set by the organization.
Cheerleading Clinic	As set by sponsoring group.
Miscellaneous Fees:	
Lost textbooks and library books.	Cost to replace.
Damaged textbooks and library books.	Cost to repair or replace.
Lost school or athletic equipment.	Cost to replace.
Broken or destroyed school or athletic equipment.	Cost to repair or replace.

## **SUGGESTED PERSONAL OR CONSUMABLE ITEMS**

Teachers may suggest students to supply various personal or consumable items for use in school. The following list provides an example of the types of items that may be considered personal or consumable. Teachers shall furnish the principal with a list of all items suggested prior to the beginning of the school year. This will allow students and parents time to purchase them.

Pencils	Markers (no neon or glitter)
Colored Pencils	Highlighters
Pens	Activity Calendars
Paper	Compass
Graph Paper	Protractor
Tablets	Calculator
Notebooks	White Out
Organizers	Reeds for Musical
Instruments	Planners
Make-up kits for Drama	Scissors
Protective Mouthpiece for Sports	Glue Stick
Erasers	Ear buds
Elmer's Glue (other types may create usage difficulties)	

## **SEXUAL/ETHNIC HARASSMENT POLICY**

The Bayard Public School's Board of Education strongly endorses, and will comply with the provisions of Title VII of the Civil Rights Act of 1972, as amended; Title IX of the Education Amendments of 1972; and the Nebraska Equal Opportunity and Education Act. Therefore, it is the policy of the Bayard Public Schools to prohibit any and all discrimination based on race, color, sex, or national origin.

Regarding school district employees, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall constitute "Quid Pro Quo" sexual harassment when:

- I. Submission to sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- II. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual.
- III. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

It is also prohibited for any school district employee or student to verbalize on school district property any racial, ethnic, or gender-harassing jokes or stories, or to bring or store on school property any sexual, racial, or ethnic epitaphs or jokes. School district employees and students are also prohibited from defacing any school district property with any racial, ethnic, or sexual epitaphs or jokes.

If an individual's conduct, epitaphs, or jokes are so excessive, severe, or pervasive so as to create a threatening or uncomfortable working environment, and it adversely affects the ability of another employee to accomplish their work, that employee(s) shall have created and can be responsible for creating a "Hostile Environment" when:

- I. The individual harassed belongs to a protected class;
- II. The individual was subjected to unwelcome sexual/ethnic harassment;
- III. The harassment was based upon sex, race, or national origin; or
- IV. The harassment affected a term, condition, or privilege of employment.

Regarding students, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual/ethnic nature shall constitute sexual/ethnic harassment when:

- I. Submission of such conduct is made either explicitly or implied a term or condition of an individual's enrollment, participation, or affiliation with a course, activity, or other school-sanctioned program.
- II. Submission to or rejection of such conduct by individuals is used as a basis for any decision that may affect the educational standing of that individual.
- III. Such conduct has the purpose or effect of unreasonable interference with an individual's educational performance or creating an intimidating, hostile, or offensive environment.

## **RESPONSIBILITY**

All Bayard Public School employees and students shall have the responsibility of keeping school administrators informed, through the most confidential and direct means possible, of any alleged acts and/or complaints of sexual/ethnic harassment. It is the responsibility of each school district administrator, principal, department head, and supervisor to provide a working and academic

environment free of sexual/ethnic harassment or sexual/ethnic intimidation. The school district will take prompt action to investigate an act upon all reported instances of alleged sexual/ethnic harassment.

All complaints and allegations of either sexual or ethnic harassment will be thoroughly investigated by a member of the Bayard Public Schools administrative team. That team shall consist of: Administrators: Principals and Assistant Principals, and the Superintendent. The Bayard Public Schools will utilize a three-phase process to investigate all allegations of sexual or ethnic harassment:

#### PHASE I: COMPLAINT

Any individual who believes that he or she has been either sexually or ethnically harassed, or any individual having knowledge of any incident of alleged sexual or ethnic harassment (hereinafter referred to as “complainant”), should notify a member of the administrative team. Such notification shall be by the most direct means possible and will be considered confidential. The complaint should be made as soon as possible after the alleged incident.

The administrative team member who receives a report of alleged sexual/ethnic harassment shall notify the Superintendent, unless the superintendent is alleged to be the school district employee engaged in sexual/ethnic harassment. If the complaint is made against the superintendent, the information is to be brought to the attention of the President of the Board of Education. He/she shall, in turn, contact the school district’s attorney to conduct an investigation of the allegation.

If the complaint is made by a student, his or her parent(s) or legal guardian(s) shall be notified immediately in writing, by certified mail, by the individual assigned to conduct the investigation. If the person accused of sexual/ethnic harassment is a student, that student’s parent(s) or legal guardian(s) will be notified both telephonically and in writing, by certified mail, of the alleged complaint, and they shall be present when the accused student is interviewed.

#### PHASE II: INVESTIGATION

Every effort shall be made to maintain full confidentiality throughout the entire investigation. The investigation phase will be directed towards securing signed statements about the complaint itself. Minimally, it shall include the name(s) of the complainant(s) and person(s) accused of sexual/racial harassment; the date(s), time(s), locations(s), description of the incident(s), witness(s), and the respective signed statement(s).

Additionally, signed statement(s) by the person(s) accused of sexual/ethnic harassment shall be obtained where possible. The person(s) accused of sexual/ethnic harassment will be advised of due process rights at the time of being informed of the allegation. The intent of this phase is to investigate all of the facts and to corroborate evidence either for or against the complainant.

#### PHASE III: ACTION TAKEN

In determining whether conduct constitutes sexual/ethnic harassment, the individual conducting the investigation will examine the record as a whole and the totality of the circumstances, such as the nature of the alleged sexual advancements and the context in which the alleged incident occurred. The determination will be on a case-by-case basis. The individual conducting the

investigation will review all information with the superintendent. The superintendent may take whatever disciplinary action is deemed appropriate. In any case where the disciplinary action of a school employee or student is subject to the due process procedures set forth in law, they will be followed as required.

If the Superintendent is the alleged individual, the school district's attorney will provide the evidence to the Board of Education, and they will determine the action to be taken.

The Superintendent will inform all parties of any disciplinary action taken by the Superintendent. The record of the investigation will be kept in a confidential file. If the complaint involves the Superintendent, the file will be kept in the office of the school attorney. A simple statement indicating that a complaint has been filed and the action taken, if any, will be placed in the individual's personnel/student file. However, where the complaint is found to be without merit, the complaint will be placed in a separate sexual/ethnic harassment file, which shall be confidential and not placed in the individual's personnel/student file. If deemed necessary, the academic or employment situation of the complainant may be changed to provide for a non-intimidating or non-hostile atmosphere. These changes may occur but are not limited to: a transfer of work situations, change of instructor, and, if pertinent, waiver of academic requirements. Decisions concerning such action must consider that the complainant is not to be inadvertently or otherwise punished because he or she has allegedly been sexually/ethnically harassed.

Any employee who is found to have engaged in sexual/ethnic harassment of a subordinate, co-worker, or student will be subject to disciplinary sanctions, which may include, but are not limited to: written reprimand, probation, demotion, transfer, required professional counseling, or termination of employment. Where required by law, any disciplinary action taken shall be subject to the due process procedures set forth in Sections 79-12,107 to 79-12,121, as amended.

A student, who is found to have engaged in sexual/ethnic harassment against either an employee or another student, will be subject to disciplinary sanctions which may include, but are not limited to: written reprimand, disciplinary probation, suspension, and/or expulsion. Where required by law, any disciplinary action taken shall be subject to the due process procedures set forth in the Student Suspension or Expulsion Act, Sections 79-4,170 to 79-4,205, as amended.

If the complainant or accused is not satisfied with final action taken by the Superintendent, he/she may request that the Board of Education review the decision and action taken by placing it on the regular Board of Education meeting agenda as a personnel/student matter. Such a request will be held in executive Session unless the accused individual chooses otherwise. The decision by the Board of Education will be the final administrative act. Likewise, any person accused of sexual/ethnic harassment may appeal the Superintendent's disciplinary action taken by filing a grievance through the established grievance procedures of the Bayard Public Schools as specified in Board Policy.

## RECORDING OF OTHERS

To ensure the privacy and confidentiality of student information, only persons authorized by the Superintendent, a Principal, or the Activities Director (each an “Administrator”) may record the sound or image of any person on school grounds during regular school time or at school activities which are not open to the general public (to include without limitation practices, during transportation to and from school activities, and during locker room or other preparation times before and after activities). An Administrator may authorize sound or image recording to be used in the media and on social media for the purpose of promoting student performances and educational activities and furthering classroom or educational purposes. Nothing in the provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

## STUDENT DISCIPLINE

### SUSPENSION AND EXPULSION

A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal’s designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal’s designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parent(s)/guardian(s) when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or

substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

4. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary

measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of

Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance including tobacco as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance, tobacco or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances

on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency or sexual conduct.

9. Sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone or other electronic device or on paper or other digital or physical media format.

10. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.

11. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.

12. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.

13. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.

14. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

15. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.

16. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

17. Willfully violating the behavioral expectations for riding school buses or vehicles.

18. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or

b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

19. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin (including cleavage) or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer

or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.

- b. Shorts, skirts, or shorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horseplay” or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity makes sexual references or carries lewd, indecent, or vulgar language.
- g. Clothing or jewelry that is gang related.
- h. Clothing or jewelry which interferes with the learning, health, or safety of other students.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school’s guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal’s office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. Academic Integrity.

a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student’s level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
  - (1) “Cheating” means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with

someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.

(4) Use of Other Student to Take Test. Having another person take one’s place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

(1) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(2) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student’s work. For example, a student engages in cheating if the student has a draft essay reviewed by the student’s parent or sibling, and the essay is substantially

re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.

Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

### 3. Electronic Devices

a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

b. Definitions. "Electronic devices," include, but are not limited to, cell phones, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

c. Possession and Use of Electronic Devices.

(1) Students are not permitted to visibly possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Students shall not use electronic devices at any time or place for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or (f) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to

the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(3) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(4) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/ her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(5) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(6) Subsequent Violations: Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others.

Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students in the hallway during class time must have a pass with them, and may not leave class without permission.
2. Sunflower seeds, etc. are not allowed in the school building or classrooms.
3. Lunches are to be eaten in the cafeteria unless special permission is granted.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Throwing snow is prohibited.
13. Students are not to be in the school facilities without supervision.
14. Lying or otherwise deceiving staff or administration.

G. Law Violations

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student’s parents or guardian as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor’s parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District’s policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - (a) Knowingly possessing illegal drugs or alcohol.
  - (b) Aggravated or felonious assault.
  - (c) Vandalism resulting in significant property damage.
  - (d) Theft of school or personal property of a significant nature.

(e) Automobile accident.

(f) Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.

When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

## **TOBACCO, ALCOHOLIC BEVERAGES, DRUGS AND CONTROLLED SUBSTANCES**

Any Bayard School student engaging in the selling, using, smoking, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, drug paraphernalia, controlled substances, inhalants or being under the influence of any of the above; will be subject to the following disciplinary actions, providing the incident has been reported in one of the following ways:

1. ADMISSION by the participant involved.
2. WRITTEN STATEMENT of the violation from a certified staff member or coach.
3. WRITTEN STATEMENT of the violation from a parent/guardian of the participant.
4. CHARGED WITH OR CITED by law enforcement personnel or accepting a diversion program in lieu of charges being filed.

Note: The term "under the influence" for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, "possession" of alcohol or drugs will be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine that the student was in "possession" of the items as well).

Students shall not possess cigarettes, vapor products, alternative nicotine products, lighters, cigarette packages, or chewing tobacco. These items will be confiscated and disciplinary action may result. Definition of smoking: smoking consists of being seen holding a lit or unlit cigarette, vapor, or alternative nicotine product or being seen throwing a cigarette or vapor or alternative nicotine product away or being seen with smoke coming out of the nose or mouth or admitting to having smoked on the school campus.

The following disciplinary actions for violations occurring while not on school property are based on self-reporting. The student must self-report any violations/possible violations within a 48-hour period from the time of violation to the administration, athletic director, or coach. If a student fails to self-report such violation and it is later learned that the violation took place, the discipline for the action will be doubled.

Violations occurring while not on school property – Violations not occurring on school property will result in the following discipline. The student shall not be allowed to participate in, but must still practice for the activity with the team or group, and shall not attend any school sponsored

activity for fourteen (14) calendar days from the date of written notification and must complete a minimum of eight (8) hours of professional alcohol and or drug education and counseling. (The education course and or counseling will be the parents' or student's expense).

The eight (8) hours of professional education/counseling must be completed before the student can again begin participation in the activities program. Suspensions for violations occurring during the summer shall commence with the beginning of the next school year.

**Violations occurring while on school property** - Violations occurring on school property or while attending or participating in school related activities will result in the student being suspended or expelled from school. After the suspension, the student shall not be allowed to participate in, but must still practice for the activity with the team or group, and shall not attend any school sponsored activity for fourteen (14) calendar days from the date of written notification and must complete a minimum of eight (8) hours of professional alcohol and or drug education and counseling. (The education course and or counseling will be the parents' or student's expense.) The eight (8) hours of professional education/counseling must be completed before the student can again begin participation in the activities program.

If the disciplinary actions from any violation of this policy are not completed during the current school term, the following will apply: The number of days that remain to complete the suspension from activities will be completed during the next school term. The 8 hours of professional alcohol and or drug education must also be completed before the student can begin participation in the activities program the following year. Forfeiture of the right to hold honorary positions will not be carried forward to the next school term. In the case of violations occurring on school property, days suspended from school will not carry forward to the next school year.

A second violation of these rules and regulations during any one year period, whether occurring on or off school property, will result in the student being ineligible to compete in or participate in or attend any extracurricular activity for 12 months and is in effect beginning with the date of the first violation. These consequences will carry over from one school year to the next.

Any student who is suspended under this policy will forfeit their right to hold any of the following honorary positions during the year in which the suspension occurred. This includes: homecoming king or queen, winter royalty king or queen, prom king or queen, Citizenship Award, Book of Knowledge, Class Yoke, School Spirit Award, Athletic Letter Award, current standing in the National Honor Society, prom server, class officer, student council officer, and nomination for any post season athletic awards including all conference, all district, all regional, and all state.

Any transfer student, who is under suspension at their previous school for alcohol and/or drug policy violations, may be required to complete their period of suspension prior to becoming eligible at Bayard Public Schools at the discretion of the superintendent.

Notice of the suspension hereunder shall be given to the student and the student's parents and the student and his or her parent shall have an opportunity to present his or her version, however, the suspension shall take effect upon the delivery of the notice of suspension to the student.

This policy is in effect 12 months of the year, including both the school term and the summer months. The 12 months is in effect beginning with the date of the first violation. These consequences will carry over from one school year to the next.

## **TRANSPORTATION**

Inasmuch as Nebraska school laws do not specifically state the policies under which the school board is obligated to provide transportation, the following policy will prevail but may be changed at any time as a result of Board Action:

- I. The area to be excluded from bus transportation is inside the Bayard City limits.
- II. In establishing bus routes the following factors will be considered:
  - A. Routes will be laid out on hard-surfaced roads wherever and whenever possible.
  - B. The bus will not enter a private drive for the purpose of picking up a student unless for safety reasons it becomes necessary.
  - C. No backing of a school bus onto a highway or public road will be permitted. In all cases where it is not possible to have a satisfactory turn-around, bus service will not be provided.
  - D. Students will be let out or picked up at a point near their home. This point will be determined by the superintendent, taking the above factors into consideration.
- III. Bus transportation will be provided for field trips which are considered to be a part of the regular educational program of the school.
- IV. Except when rented, no person will be carried as a passenger on a school bus who is not a regularly attending student of this school district or an employee or an adult acting as an authorized sponsor of this district.

## **WESTERN NEBRASKA DISTANCE LEARNING CONSORTIUM CLASSROOM DISCIPLINE PROCEDURE**

The Western Nebraska Distance Learning Consortium two-way interactive television classes are provided to enhance and enrich the curriculum. Behavioral and academic expectations of students in WNDLC classes are high.

These high expectations are mandatory as we attempt to use a unique technology to meet the appropriate educational needs of students. The participating schools have adopted the following rules and discipline procedures.

Classroom Rules:

1. I will not disrupt teaching or learning in WNDLC classrooms; insubordination of any kind will not be tolerated.
2. I will not use language or gestures generally agreed upon as suggestive, derogatory or abusive in nature.
3. I can be recorded (video or audio) at any time without specific pre-warning.
4. I will position myself in the classroom to be in camera view at all times.
5. I will not manipulate equipment in the classroom without express direction from facilitator or instructor.

6. I will conform to any additional rules as specified orally or in writing by the instructor or the facilitator.
7. I understand that the host schools' sexual harassment policy will take precedence over all complaints and incidents of sexual harassment.
8. I will not cheat.

I understand that if I am found to be in violation of any of the above policies, I will be subject to disciplinary action.

It should be understood that the principal at the school in which the student attends reserves the right to remove students in their school for any action that they deem inappropriate.

## Activities

### HIGH SCHOOL ACTIVITIES

Digital Media	Football	Quiz Bowl
Boys Basketball	Girls Basketball	One-Act Plays
Boys Golf	Girls Golf	D.I.
Boys Track	Girls Track	Speech
Boys Cross Country	Volleyball	FFA
Wrestling	Girls Cross Country	Cheerleading
HOSA	Educators Rising	Skills USA
eSports		

### JUNIOR HIGH ACTIVITIES

Boys Basketball	Football	Cross Country
Boys Track	Girls Basketball	Volleyball
Wrestling	Girls Track	D.I.
Quiz Bowl	FFA	

### HIGH SCHOOL MUSIC

Concert Band	Pep Band
Marching Band	Mixed Choir
21st Century Singers	

### JUNIOR HIGH MUSIC

Concert Band	Swing Choir
Marching Band	JR. High Mixed Choir

## **SCHOOL ACTIVITIES**

The class and/or activity sponsors shall be responsible for the approval or disapproval and scheduling of the social activities of classes and organizations within the scope of the regulations, with the final decision resting with the administration.

School activities shall close at 12:00 midnight. Exception to these times will be by administrators' discretion.

No school activities or practices will be permitted after 5:30 p.m. on Wednesday evenings. All students will leave school grounds prior to 6:00 p.m.

The school day for Junior High students participating in a sport (during that sport season) will end after 7th period. Students participating in a sport are required to attend the full duration of practice with their team. Junior High students not participating in a sport are required to attend homeroom and then physical education class. When students are not participating in a sport (such as the times of the school year that fall between sport seasons) they are required to attend homeroom and then physical education class.

## **APPEARANCES OF SCHOOL GROUPS**

The following general policies should govern all appearances of school groups:

I. The amount of time taken from regular school duties should be kept to a minimum in every case. Directors and school administrators will be expected to deny requests for the services of the groups whenever such services will result in interference with normal school duties to any major extent.

II. The amount of time and effort required to prepare for the event should be taken into consideration. Appearances of the groups which require extensive extra practices or which consume undue amounts of the group's normal practice time are to be avoided.

With these two general policies in mind, the following procedures are recommended:

I. School groups shall appear in normal school activities (athletic contests, assemblies, school programs, etc.) at the discretion of the group directors and the school administrator.

II. School groups shall participate in civic occasions of a community-wide significance (such as Chamber of Commerce functions involving all merchants, county fairs, benefit events of community-wide importance, etc.) at the discretion of the group director and the school administrator. Fees received from any of these appearances shall be applied to the group's travel fund.

III. School groups may participate in all conference and state-sponsored activities. Additional contests must have administrative permission.

IV. School bands may participate in all conference and state-sponsored activities. Additional contests must have administrative permission.

V. Long trips out of state must be specifically approved by the Board of Education after a complete plan for such trip is presented by the group director. Only in rare and unusual circumstances should such a trip even be considered.

VI. School groups may not participate in events sponsored by individual merchants or small groups of merchants not under Chamber of Commerce sponsorships; in political

rallies, parades, or meetings; or in events sponsored by private clubs, organizations, or societies without approval of the administration.

VII. Requests for use of the school groups should be submitted to the group director who will consult with his school administrator in deciding whether to accept the invitation.

VIII. The public school has neither legal nor moral hold on a student's time during holiday vacation periods; therefore, acceptance of requests for services of school bands will depend on voluntary agreement by participants to appear in such an event. After ascertaining the number of students available, the director must decide if the number is sufficient for the group to make a creditable showing.

IX. The above policies also apply to the following groups and their sponsors:

FFA

Chorus

Jr. High music

Elementary Music

All school clubs and organizations

X. All athletics are governed by the rules and regulations as set forth by the Nebraska State Activity Association. These rules and regulations cover such items as number of contests, dates of practice, travel, etc.

XI. The administration has the right to deviate from any of the above standards with Board approval.

## **CONFLICTS IN EXTRACURRICULAR ACTIVITIES**

An individual student who attempts to participate in several extracurricular activities will, undoubtedly, be in a position of a conflict of obligations.

The activity department recognizes that each student should have the opportunity for a broad range of experiences in the area of extracurricular activities and to this end, will attempt to schedule events in a manner so as to minimize conflicts.

Students have a responsibility to do everything they can to avoid continuous conflicts. This would include being cautious about becoming a member of too many activities where conflicts are bound to happen. It also means notifying the faculty sponsors involved immediately when a conflict does arise.

When conflicts do arise, the sponsors will get together and work out a solution so the student does not feel caught in the middle. If a solution cannot be found, the Activity Director or Principal will have to make the decision based on the following:

1. The relative importance of each event;
2. The importance of each event to the student;
3. The relative contribution the student can make;
4. How long each event has been scheduled;
5. Talk with parents.

Once the decision has been made and the student has followed that decision, he/she will not be penalized in any way by the faculty sponsor. If it becomes obvious that a student cannot fulfill the obligation of a school activity, he/she should withdraw from that activity.

### **PARTICIPATION IN EXTRACURRICULAR ACTIVITIES**

It is the goal of the Bayard Athletic Program to offer the opportunity of participation to every student who has the ability and desire to do so. Interscholastic athletics fosters competition and cooperation. It also represents an area of great potential for teaching dedication, perseverance, courage, poise and for the pursuit of excellence, all traits that are essential ingredients in achieving a happy, successful life.

However, no student is obligated to take part in athletics nor is participation in athletics required for graduation. It is to be stressed that participation in the athletic program is a PRIVILEGE.

The Bayard Athletic Program is comprised of three seasons, fall, winter, and spring. Fall sports include Girls Golf, Girls Cross Country, Girls Volleyball, Boys Cross Country, and Boys Football. Winter sports include Girls Basketball, Wrestling, and Boys Basketball. Spring sports include Girls Track & Field, Boys Golf, and Boys Track & Field.

A student-athlete may not drop from a team after the first regular season contest and participate in another sport during the same season. Any student who moves into the School District will need to follow the transfer requirements set forth by the NSAA.

### **RANDOM DRUG TESTING FOR STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES**

The Board of Education for Bayard Public Schools values students' participation in extracurricular activities. Such students, as role models for other students, are a key to our goal to provide the best possible educational program for our students. To achieve our goal and to maximize the skills and talents of our students, it is important that each student understands the dangers of drug and alcohol use. All students who participate in extracurricular activities in Bayard Public Schools must participate in our mandatory drug testing programs. Coaches/sponsors will distribute information and signature forms at the start of each season. Parents/guardians of students in grades 7 through 12 who do not participate in extracurricular activities may choose to opt their students into the program.

### **HAZING**

Hazing by classes, clubs, athletic teams or other student organizations are prohibited. No student, teacher, administrator or other school district employee, contractor or volunteer shall plan, direct, encourage, aid or engage in hazing. No student, teacher, administrator or other school district employee, contractor or volunteer shall permit, condone or tolerate hazing. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act. This policy applies

to hazing behavior that occurs on or off school property, during and after school hours and covers periods when school is not in session. The school district will act to investigate and/or report to law enforcement all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator or other school district employee, contractor or volunteer who is found to have violated this policy.

For purposes of this section, hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any organization.

Such hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act which endangers the physical or mental health or safety of any person.

### **JUNIOR/SENIOR HIGH DANCES**

When attending school-sponsored dances, students may dress casually, unless otherwise designated; however, blue jeans, muscle shirts, etc. are not acceptable attire. Students that elect to leave the dance, once it has started, will not be allowed to return. School-sponsored dances will be under the supervision of school employees or activity sponsors. Students that wish to bring dates from outside the Bayard School system may do so but must obtain permission from the principal. Students attending high school dances shall be no younger than a high school freshman or not above the age of 20. This applies to students from other schools as well as from Bayard. Persons who are not regularly enrolled in a high school or graduates of high school will not be approved by the principal.

### **Administrative Rules and Procedures Regarding High School Dances**

The following rules and procedures have been developed in an attempt to provide a safe and enjoyable environment for all high school students to enjoy the dance activities.

#### **General Rules**

1. As per Board Policy – School activities shall close at 12:00 p.m. with the exception of the Junior-Senior Prom which shall close at 1:00 a.m. Any other exception to these times will be at the discretion of the Secondary Principal.
2. Students attending high school dances shall be no younger than a high school freshman or not above the age of 20. This applies to students and dates from other schools as well as from Bayard.
3. Homecoming, Winter Royalty, and Prom must be scheduled through the office of the Activity Director.

#### **Rules Pertaining to Sponsors and Students**

1. There will be a minimum of 5 sponsors at all dances. If a sponsor cannot be present at the dance, HE/SHE is responsible for finding a replacement. The name of the

replacement is to be given to the secondary principal prior to the event. Homecoming dance will be sponsored by 2 student council sponsors and 3 sponsors from the freshman class. Winter Royalty will be sponsored by 2 student council sponsors and 3 sponsors from the sophomore class. Prom will be sponsored by 3 junior class sponsors and at least 2 sponsor volunteers. The secondary principal will arrange for the sponsor volunteers prior to the event. At all dances the secondary principal may ask parents to help supervise the event.

2. One of the school sponsors will be designated as the person in charge. This person will be responsible for calling parents and or police officers should the need arise.

3. All sponsors will remain at the dance for the entire duration of the event.

4. Hallways and corridors of the building are off limits during the dance. If possible gates will be closed to block access to these areas.

5. If a student becomes ill and needs to leave the dance – parents or guardians will be notified and asked to come to pick up the student.

6. If any of the sponsors suspect that a student is under the influence of drugs or alcohol the parents or guardians of the student will be called as well as the Bayard Police. These calls will be made by the person in charge.

7. At least 2 sponsors will be at the door for admittance of all students and their dates. One will be responsible for receiving admission if charged and the second to greet the students and visit to assure that no students are exhibiting suspicious behaviors. One sponsor will remain at the door at all times during the dance.

8. All students and dates that enter the dance will sign in and list a time of arrival. Students not wearing a bracelet will not be allowed to stay at the dance. All students and dates leaving the dance prior to its conclusion, will sign out when they leave the dance and list a time of departure.

9. If a student leaves the dance, they will not be re-admitted. No exceptions. Students who need to make a phone call will be given access to one of the phones in the school building.

10. Nothing should be brought into the dance by students. No food or drinks. All refreshments will be provided. Students will not be allowed to bring in backpacks or large bags. Purses will be allowed but will be checked by greeters as the students enter the dance. The refreshment table will be supervised by at least one sponsor at all times.

11. Bayard Board Policies regarding drug and alcohol use will be applied at all district activities.

## **ELIGIBILITY FOR ACTIVITIES – HIGH SCHOOL AND JUNIOR HIGH STUDENTS**

- I. Any student 7 - 12 who is on the failing list in 2 (two) or more subjects will be declared ineligible to participate in any extra-curricular activity in which he or she is involved. The ineligibility list will be distributed to staff and sponsors on Monday of each week. It is the responsibility of the staff and sponsors to notify students of their ineligible status. The student can remove himself/herself from the ineligibility list when work is completed and an Ineligibility list Removal Form is handed into the Activities Director's Office. Students who are failing any classes will be required to attend academic intervention from 3:30 to 4:30 each school day and may only attend practice prior to 4:30 upon verification of a passing grade by the teacher of any classes the student has been failing.

(For additional information regarding Academic Intervention, please refer to that section in this handbook.)

A. Bayard Junior/Senior High School has incorporated that all assignments and homework are due on assigned dates unless illness, school sponsored activity or prearranged changes have been reached between the student and instructor. Missing assignments will result in the student remaining after school (see F.).

B. Procedure for being removed from the ineligibility list: To be removed from the ineligibility list, the student must go to their instructors and have the instructor indicate their current grade, and sign the ineligibility list removal form. Students can remove themselves from the ineligibility list when they have fewer than two failing classes and have a signed ineligibility list form submitted. To be removed from the ineligibility list for the remainder of the week the student must have the form signed and submitted to the activities director or designee prior to the start of practice on Wednesday, or prior to participation in events scheduled for Tuesday. The student is responsible for setting up the times to meet with his/her instructors and for following through on the appointments that are made.

C. The eligibility list will not be used as a disciplinary tool.

D. Students having an unverified absence or unverified absences will not be allowed the two (2) day time period to make up work.

E. Students attending school sponsored activities or excused absences will have the two (2) day time period to make up work.

F. Staying After School:

1. Students with uncompleted assignments will stay after school until the assignments are completed.

2. Students will be informed by their instructor by the end of the period whether or not they must stay after school. Assignments due will be accepted by all instructors until 3:33 p.m. on the assignment due date.

3. It is the student's responsibility to make arrangements with their parent or guardian to stay after school.

4. Students who fail to meet the requirements of a particular class are subject to out-of-school suspension, receiving a failing grade for the uncompleted assignment(s) or further disciplinary action as deemed necessary by the administration of Bayard Junior/Senior High School.

5. All after school sessions will begin at 3:33 p.m. daily.

II. The activities that a student may be declared ineligible for are the following:

1. NSAA sponsored or sanctioned activity.

2. District or state competitions that are not sponsored or sanctioned by NSAA.

3. All other school sponsored activities including, but not inclusive to band, choir, FFA, quiz bowl, scholastic contest, speech and drama, destination imagination, cheerleading and junior high activities; excluding music and FFA when the activity is part of the classroom grade. The music and FFA sponsors will clarify for students in writing what activities are covered by the eligibility policy.

III. Activities: Students who will be absent from school for an activity must get the assignments that will be missed prior to leaving for the activity.

1. Procedure: Each activity sponsor will be responsible to give his/her students the activity forms which must be filled out and signed by all the student's instructors.
2. The student must return these forms to his/her sponsor signed by all instructors or he/she will not be allowed to go to the activity.

**IV.** Participants in any activity must have good attendance and should never be truant from classes. Students may not practice or participate in any activity if they have an unexcused absence during the school day. Students may participate in a school related activity or practice so long as the absence was excused by 3:00 p.m. that day. However, students who are absent due to illness during periods 5, 6, 7, 8, or 9, or the two periods prior to departure for an away contest earlier than noon on a school day, may not practice, participate in an activity that day or travel to participate in the activity.

## **FUNDRAISERS AND ACTIVITIES ACCOUNTS**

In order to ensure that the resources of the community are not strained as a result of multiple fundraisers occurring at simultaneously, all student organization fundraisers (other than the concession stand) must be approved by the organization's sponsor, the activities director, building principal, bookkeeper, and superintendent. When an organization wishes to engage in a fundraising activity the sponsor will need to complete a Fundraiser Request Sheet and submit the form to the activities Director. Fundraising activities should not begin until the request has been approved by the superintendent.

Funds earned in the name of a school organization belong to the organization rather than to the individual student. When students engage in fundraising as a member of a school organization (such as activities, groups, teams, or clubs) the proceeds from the fundraising shall remain with the organization regardless of the continued participation status of the student in such organization. If organizations are disbanded all funds remaining with the organization will be transferred to the activity travel account.

Senior class funds remaining after graduation expenses are paid may be designated for a specific school project or activity by a majority vote of the senior class. If no project or activity is designated prior to graduation the remaining funds will be transferred to the secondary school account in the activities fund.

## **JUNIOR HIGH/HIGH SCHOOL ORGANIZATIONS**

### **FUTURE FARMERS OF AMERICA (FFA)**

A voluntary organization for any student enrolled in any of the agriculture classes.

### **NATIONAL HONOR SOCIETY**

The National Honor Society of Secondary Schools was founded by the National Association of Secondary School Principals in 1921. The founders of this movement originally established the society to stimulate the scholarship, leadership, service, and character of the students in the secondary schools of the United States to a higher plain. In 1929 there were 834 chapters. By 1963 the number was well above 10,000. Our chapter is one of the oldest in the State of

Nebraska, being Chapter 755. The students are chosen from a list of all pupils maintaining a “B” or higher average for their years of high school. Choices are made by a faculty committee.

### **STUDENT COUNCIL**

The Student Council is a representative body with the purpose of promoting the interests of the student body, providing a forum for student expression, and increasing the understanding and cooperation between students, faculty, and administrators. Students wanting to be on student council apply as 7th graders; three students will be selected by the student council sponsors. The student council representatives serve until they graduate, leave the district, or are removed by the sponsors for non participation. If a vacancy occurs, applications will again be taken and a replacement selected. Officers are elected from the representatives. Funds raised from pop machines are donated to improvements of the school and facility as decided upon by the Council.

### **PARENT - ACTIVITY PARTICIPATION CONCERNS**

Parenting and coaching are both difficult vocations. By establishing an understanding of each position, we are better able to accept the actions of the other. This in turn will provide greater benefit to students.

When your child becomes involved in a program at Bayard Public Schools, you have a right to understand what expectations are placed on your child.

### **COMMUNICATIONS YOU SHOULD EXPECT FROM YOUR CHILD’S COACH**

1. Philosophy of the coach.
2. Expectations of the coach for your child.
3. Expectations of the coach for the team.
4. Times and locations for practices and contests.
5. Procedure to be followed should your child be injured in practice or a game.
6. Discipline that results in the denial of your child’s participation.

### **COMMUNICATIONS A COACH SHOULD EXPECT FROM PARENTS**

1. Concerns about the program should be expressed directly to the coach.
2. Notification of any schedule conflicts well in advance of a practice or contest.

It is important to remember that as your child becomes involved in a program, there will be times when things do not go the way you or your child wishes. However, in most cases your child will experience some of the most rewarding moments of their lives through athletic and activity participation.

### **APPROPRIATE CONCERNS TO DISCUSS WITH COACHES**

1. The treatment of your child mentally and physically.
2. Ways to help your child improve.
3. Concerns about your child’s behavior.

### **ISSUES NOT APPROPRIATE TO DISCUSS WITH COACHES**

1. Playing time.
2. Team Strategy.
3. Play calling.
4. Other student-athletes.

It is difficult to accept your child's not playing as much as you may hope. Coaches are professionals who make judgment decisions based on what they believe to be best for all students involved. There are situations that may require a conference between a coach and parent. These are to be encouraged. It is important that both parties have a clear understanding of the other's position. When a conference is necessary, the following procedures should be followed.

1. Call the coach to set up an appointment.
2. The high school phone number is 586-1700.
3. If the coach cannot be reached, contact the Activities Director. He/She will set up the meeting for you.
4. Please do not attempt to confront a coach before or after a contest or practice. These can be emotional times for both a parent and coach and usually do not result in solution of any concerns.

### **JUNIOR/SENIOR PROM**

A Junior-Senior Prom may be permitted with the following reservations:

1. The prom shall be held within the Bayard Public Schools facilities or a different site with prior approval by the administration.
2. Selection of the proposed prom location will be by majority vote of the sophomore class, based on a minimum of three venue choices to be considered by the class. Any location selected must be within 30 highway miles of Bayard High School.
3. Decorations must be modest in scope and expense, and the plan presented to the board of education by members of the junior class at the regular November board meeting.
4. All decorations must be absolutely fire-safe.
5. The prom shall be open to Juniors and Seniors of Bayard High School and their dates.

### **ROYALTY**

#### **HOMECOMING ROYALTY**

Boys' fall sports teams nominate five senior girls for this honor that are a member of a girls' fall sports team or cheer squad in good standing. The girls' fall sports teams nominate five senior boys who are a member of a fall boys' sports team in good standing. The king and queen are then chosen by secret vote of the entire student body, ninth through twelfth grades inclusive. Crowning is done following the Homecoming football game.

#### **WINTER ROYALTY**

FFA, NHS, Student Council, Speech Team, boys' winter sports teams, and girls' winter sports teams each nominate one senior boy and one senior girl candidate in good standing. The king and queen are then chosen by secret vote of the entire student body, ninth through twelfth grades inclusive. Crowning is done at half-time or following the Varsity Boys Basketball game held closest to the day of the dance.

#### **PROM ROYALTY**

The juniors nominate five senior boys and five senior girls for king and queen. The king and queen are then chosen by secret vote of the juniors and seniors. They are crowned during the dance.

## **GUIDELINES FOR THE PROMOTION OF OUTSTANDING SPORTSMANSHIP**

An effective school must support both an academic program and an activities program. We believe that these programs must do more than merely exist -- they must be integrated and support each other in "different" arenas. The concept of "sportsmanship" must be taught, modeled, expected, and reinforced in the classroom and in all competitive activities. Therefore, the Bayard Public School requests that all fans and students support the following Sportsmanship Guidelines:

Definition: Good sportsmanship is conduct which imposes a type of self-control involving honest rivalry, courteous relations, and gracious acceptance of results. School spirit is a reflection of these attitudes and behavior. If a school is to succeed in one of its prime functions, that of developing good citizenship, it is necessary that student groups radiate proper conduct. Sportsmanship is good citizenship in action.

Basic Philosophy: Fans are not at a ball game to intimidate or ridicule the other team or its fans but to support and cheer for their team and to enjoy watching skill and completion.

Good sportsmanship includes the following:

1. Be courteous to all (participants, coaches, officials, staff, fans, spirit groups).
2. Know the rules; abide by and respect the officials' decisions.
3. Win with character and lose with dignity.
4. Display appreciation for good performance, regardless of the team.
5. Exercise self-control and reflect positively upon yourself, your team, and your school.

Bayard fans and students avoid the following:

1. Yelling while an opponent is shooting free throws and/or directing unpleasant remarks towards players or the opposing school. Intimidation or degrading of opponents has no place in high school athletics.
2. Cheers and chants with suggestive words and/or motions shall not be used, as in many situations they bring about an inappropriate response.
3. Turning their backs or holding up newspapers while teams are being introduced, or a when team, cheerleaders, or drill teams are performing.

## **STUDENT ACTIVITY TRIPS**

Student activity trips will be divided into three classes:

**CLASS I** - Activities that are sponsored by the Nebraska Schools Activity Association and that are earned by qualifying at a local or district level competition. The District will provide financial support for these trips.

**CLASS II** - Trips that are earned or taken by groups or individuals that are related to classroom experience. The District will provide some financial support for these trips. (An example is FFA)

CLASS III - Trips taken by groups when their activity is not related to NSAA sponsored activities or classroom related. These trips will only be taken during the summer, and only one group per year will be allowed to go. The District will provide no financial support for these trips.

Individuals who desire to take part in individual activities at the state or national level must adhere to NSAA regulations. The District will provide no financial support for these trips.

### **EXTRACURRICULAR OVERNIGHT TRIP RULES FOR STUDENTS**

The sponsor shall function as the designated administrator for the activity when an administrator is not present. Any violation of the rules may result in penalties provided under the student handbook, sponsoring organization rules, and/or the student being returned to the Bayard Public Schools or the nearest transportation terminal at the parent's expense. Students must have a signed Overnight Trip Rules form on file prior to leaving on any overnight trip. **This form needs to be completed at the beginning of every school year**

## **State and Federal Programs**

### **NOTICE TO PARENTS OF RIGHTS AFFORDED BY SECTION 504 OF THE REHABILITATION ACT OF 1973**

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities which are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You

and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).

11. File a local grievance.

### **NOTICE CONCERNING DIRECTORY INFORMATION**

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information are as follows: two weeks from the time this information

is first received. The district may disclose information about former students without meeting the conditions in this section.

### **ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION**

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

### **NOTIFICATION OF RIGHTS UNDER FERPA**

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

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

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

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

Contractors, consultants and volunteers are permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

The District forwards education records (may include academic, health and discipline records) to schools that have requested the records and in which the student seeks or intends to enroll, or where the student has already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

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

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

## **UNIVERSAL SCREENING**

All students in grades K-12 will participate in universal screening to identify student needs, provide prevention, and/or positive supports and intervention. The survey will be administered in the Fall (September) to identify and provide the opportunity to meet needs early in the year.

The teachers of students in grades K-12 will complete a screener on the behaviors and attitudes they see in the classroom. Each child will be screened by one teacher. Students in grades 3-12 will also complete a self-screener on their own beliefs or feelings. The information from these screeners will help us identify children who may be at risk of developing academic or other school-related concerns. This survey will also help promote social emotional well-being for all students. If you do not want your child screened, you must submit it in writing to the counselor in your child's building by Sept. 15.

### **HOMELESS CHILDREN AND YOUTH**

Students defined in state law as homeless children shall be admitted without payment of tuition. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law. Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency.

Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child.

### **NOTICE CONCERNING DESIGNATION OF LAW ENFORCEMENT UNIT**

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

### **NOTIFICATION OF RIGHTS UNDER THE PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)**

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

- Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)-

1. Political affiliations or beliefs of the student or student's parents;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents;

8. Income, other than as required by law to determine program eligibility.
- Receive notice and an opportunity to opt a student out of-
    1. Any other protected information survey, regardless of funding;
    2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law;
    3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.
  - Inspect, upon request and before administration or use-
    1. protected information surveys of students;
    2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes;
    3. Instructional material used as part of the educational curriculum.

These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law.

Bayard Public Schools has developed policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Bayard Public Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes.

Bayard Public Schools will also directly notify, such as through U.S. Mail or automated voice messaging, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. Bayard Public Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement;

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office  
 U.S. Department of Education  
 4009 Maryland Avenue, SW  
 Washington, D.C. 20202-5920

## **NOTICE CONCERNING DISCLOSURE OF STUDENT**

### **RECRUITING INFORMATION**

The Federal Law Act of 2001 requires Bayard Public Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Bayard Public

Schools not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. Bayard Public Schools will comply with any such request.

## **Policies and Procedures for Mobile Device Program**

### **POLICIES AND PROCEDURES FOR MOBILE DEVICE PROGRAM**

Bayard Public Schools is proud to offer our Bayard High School students mobile devices for use at school and at home. The 1:1 Mobile Device Program, which provides mobile computing and wireless technology to all Bayard High School students, has been designed to enhance the delivery and individualization of instruction.

The following information is provided to help everyone understand the expectations and the responsibility of care and use related to receiving a mobile device.

- Students will receive instruction from school district staff on the proper use of the mobile device.
- Students in grades 7-12 will be able to take the mobile device home during the school year if the student and parent/guardian signs the Student Acceptable Use of Technology, and Mobile Device Consent sheets. Students in grades K-6 will be able to take the mobile device home during the school year in the event of a school closure if the student and parent/guardian signs the Student Acceptable Use of Technology, and Mobile Device Consent sheets.
- Students are expected to treat the mobile device as a valuable piece of equipment.
- Students must take all precautions to prevent theft; for example, do not leave the mobile device unattended or in the passenger area of a car.
- Students must take precautions to prevent damage to the mobile device; for example, do not leave the mobile device where there is danger of coming in contact with moisture or excessive heat. This would include protecting the machine from inclement weather.
- The district will provide educational apps.
- Students are to use the mobile device to access only socially and educationally appropriate materials and websites.
- Students must not use the mobile device to purchase goods and services via the Internet while on school grounds or at school functions. (Parents/Guardians/Students are charged with full responsibilities for any financial obligations incurred from the inappropriate use of the mobile device.)
- Students are to use the mobile device in accordance with the Bayard Public Schools Student Internet and Computer Access Policies Regulations and to maintain the mobile device in accordance with the procedures and information provided.
- Mobile devices and mobile device accessories are the property of Bayard Public Schools and must be returned at the end of the academic year, upon withdrawal from Bayard Public Schools, or at the request of a teacher or administrator. Willful failure to return the mobile device in accordance with the stated conditions will result in criminal prosecution.
- Since the mobile devices are the property of Bayard Public Schools, officials of the school have the right to review all material stored on or accessed by any mobile device.

- School officials may revoke a student’s mobile device use privileges for misuse or violation of policies.

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- Section 7: Protecting and Storing Your Mobile Device
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**Section 1: Mobile Device Specifications**

Mobile device devices issued will be of specifications determined by the school district.

**Section 2: Receiving Your Mobile Device**

Mobile devices will be distributed according by a process determined by the school district. Students must attend and parents are encouraged to attend a yearly Information Session. Before receiving the mobile device, students and parents must sign and return these forms/agreements:

1. The Bayard Public Schools Technology/Internet Acceptable Use Agreement (which is a part of the Parent/Student Handbook.)
2. The Mobile Device Consent Form

**Section 3: Taking Care of Your Mobile Device and Mobile Device Accessories**

Students are responsible for the general care of the mobile device and accessories they have been issued by the school. If the mobile device is lost or damaged, school office personnel must be informed at the earliest opportunity during normal school hours. Bayard Public Schools is the sole agent authorized to undertake repair or replacement of the device. At the time of notification, the school will repair or provide a suitable replacement device to the student.

*General Precautions*

The mobile device is school property. All users will follow these expectations and the Student Internet and Computer Access Policy for technology.

- Only use a clean, soft cloth to clean the screen, no cleansers of any type. **Do not use Clorox wipes or similar products.**
- Cords and cables must be inserted carefully into the mobile device to prevent damage.
- Mobile device and its case (if applicable) must remain free of any writing, drawing, stickers, or labels that are not the property of the Bayard Public School District.
- No stickers may be put on school issued mobile devices.
- Mobile devices must never be left unsupervised.

- Students are responsible for keeping their mobile device's battery charged for school each day.

### *Carrying Mobile Devices*

The protective cases provided with the mobile devices have padding to protect the mobile device from normal treatment and provide a suitable means for carrying the device within the school.

The guidelines below should be followed:

- Mobile devices must always be within a school issued or school approved protective case if one is provided.
- Carrying cases (i.e. backpacks) can hold other objects (such as folders and workbooks), but these must be kept to a minimum to avoid placing too much pressure and weight on the mobile device screen.

### *Screen Care*

The mobile device screens can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure on the screen.

- Do not lean on the top of the mobile device when it is closed.
- Do not place anything near the mobile device that could put pressure on the screen.
- Do not place anything in the carrying case (if provided) that will press against the cover.
- Clean the screen with a soft, dry microfiber cloth or antistatic cloth. Use of harsh chemicals WILL damage the screen. **Do not use Clorox wipes or similar products.**
- Do not “bump” the mobile device against lockers, walls, car doors, floors, etc. as it could break the screen.

### **Section 4: Using Your Mobile Device at School**

Mobile devices are intended for use at school each day. Students are responsible for bringing their charged mobile device to all classes. Only charge your mobile device with the provided charger.

Mobile device cameras are not to be used without permission from school officials.

### *Mobile Devices Undergoing Repair*

Loaner mobile devices may be issued to students when they leave their mobile devices for repair at the designated school office. This will be at the discretion of the principal.

At the discretion of the principal, students may be expected to return the loaner mobile device by the end of the school day to their respective school location. Students are subject to consequences for failure to return a loaner mobile device to the office.

### *Screensavers and Backgrounds*

Only school appropriate backgrounds and screensavers may be used on the mobile devices.

Examples of inappropriate backgrounds include the presence of weapons related materials, pornographic materials, inappropriate language, alcohol, drug, gang related symbols, etc... These types of pictures on the mobile device or within its files will result in disciplinary action, and where appropriate, referral to law enforcement.

Passwords on screen savers are to be used. The mobile device is the property of the school district. Therefore, school staff members have the right to check any material stored on a student's mobile device, including the screensaver at any time.

#### *Sound*

Students are encouraged to have personal ear buds to listen to audio. Sound must be muted unless permission is obtained from the teacher for instructional purposes.

#### *Printing*

No printing is allowed on school issued mobile devices without authorization from school staff.

### **Section 5: Managing Your Files and Saving Your Work**

It is the student's responsibility to ensure that work is not lost due to technical failure or accidental deletion. Mobile device malfunctions are not an acceptable excuse for not submitting work. Students are encouraged to complete assignments well in advance of due dates. If technological issues impede student completion of work students have the option to complete assignments on paper under the same due dates.

### **Section 6: Mobile Device Apps**

The apps originally installed by Bayard Public Schools must remain on the mobile device in usable condition and be easily accessible at all times.

#### *Security*

Student mobile devices will be filtered through the district's Internet content filter at school. Parents/Guardians are responsible for mobile device security after school hours.

#### *Inspection*

Students may be selected at random to provide their school issued mobile device for inspection without notice by Administration and/or their designee.

### **Section 7: Protecting and Storing Your Mobile Device**

#### *Mobile Device Identification*

Student mobile devices will be labeled in the manner specified by the school. Under no circumstances are students to modify, remove, or destroy these labels. If you find an unattended mobile device please turn it to the designated school office.

#### *Password Protection*

Students are required to set a pass code on their mobile device to protect student information. Tampering with machine security measures is forbidden. Violations of this requirement will result in disciplinary action. If tampering results in the inability of the district to access the mobile device, the student/family will pay the full cost of device replacement.

### **Section 8: Acceptable Use Guidelines**

Students are responsible for their ethical, socially appropriate and educational use of the technology resources of the Bayard Public Schools. Under no circumstances should the mobile

device be opened or mobile device turned on while in the locker room or restroom areas.

Access to the Bayard Public Schools technology resources is a privilege and not a right. Each employee, student, and/or parent will be required to follow the Bayard Public Schools Student Internet and Computer Access Policy.

Transmission of any material that is in violation of any law is prohibited. This includes, but is not limited to the following: confidential information, copyrighted material, threatening or obscene material, and mobile device viruses.

Any attempt to alter data, the configuration of a mobile device, or the files of another user, without the consent of the building principal or his/her designee(s), will be considered an act of vandalism and subject to disciplinary action in accordance with the district Student Internet and Computer Access Policies. Students who violate this may also be referred to law enforcement for criminal prosecution as appropriate.

### *Integrity and Civility*

In addition to any standard or rules established by the schools, the following behaviors are specifically prohibited as they violate the standard of integrity and civility.

- Cheating
- Plagiarizing
- Falsifying Information
- Violating Copyright Law
- “Hacking” or Gaining unauthorized access to any network or mobile device

### *Email*

The only email account that students are allowed to access while using a school issued mobile device is that student’s Bayard Public Schools Google account (bayardtigers.org). Please note that emails sent via the Google server and accessed on school issued devices are not private and may be reviewed at any time and without notice.

Students are prohibited from using their bayardtigers.org email address to create accounts for any application or website not approved by the technology coordinator or administration.

The following rules will apply when using an email account:

- Always use appropriate language.
- Do not transmit language/material that is profane, sexual, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam. Students should maintain high integrity with regard to email content.
- No private chatting during class without permission.

## **Section 9: Precautions and Consequences**

Under no circumstances should mobile devices or other technology equipment be left in unsupervised areas. Unsupervised areas include, but are not limited to: the school grounds and campus, computer labs, break areas, unlocked classrooms or lockers, bathrooms, buses and hallways. Any mobile device left in these areas is in danger of being stolen.

\* Lockers are to be locked when storing any technology equipment. This includes, but is not limited to: power cords and mobile device.

\* Unsupervised mobile devices will be confiscated by staff and taken to the administrative office. Each student is responsible for his or her mobile device once it has been issued.

### *Cost to Student*

Noncompliance with the policies of the Bayard Public Schools Student/Parent Handbook or school district policies will result in loss of privileges, disciplinary action, and/or criminal prosecution as deemed appropriate.

For devices which need professional repair or replacement, a \$200 deductible per incident will be charged. In the case of theft or accidental breakage in the course of normal, educational use, the administration of Bayard Public Schools may elect to waive the deductible for the first incident. ALL further such incidents within a given school year and summer will require that the parent or student pay the full cost of repair or replacement. Take home privileges are only allowed for students with no outstanding fees or deductible charges.

Electronic mail, network usage, and all files stored on a school issued mobile device is not to be considered confidential and may be monitored at any time by designated Bayard Public Schools staff. The district will refer student misconduct to law enforcement and will cooperate fully with local, state, or federal officials in any criminal investigation, particularly those concerning or relating to violations of computer crime laws.

### *Mobile Device Use*

The consequences for students who abuse their mobile device privileges are as follows:

#### Mobile Device Suspensions Violation

- A. Unattended mobile device
- B. Inappropriate/unauthorized apps or device usage
- C. Inappropriate Music (Administrative Discretion)
- D. Inappropriate Voice Recording
- E. Abuse of mobile device and Accessories
- F. Inappropriate Pictures
- G. Inappropriate Internet Site

The administration retains the right to suspend the student or suspend student's mobile device access if the offense warrants or for any offense not listed on this sheet. This includes suspending the mobile device for the remainder of the semester or school year. Suspension days are school days. All Student Handbook procedures will apply.

The Bayard School District is not liable for and disclaims any liability arising from any injury or damage caused by or stemming from unauthorized access to the network or inappropriate use of authorized access to the network.

A student and the student's parents or guardians, by submitting the Mobile Device Agreement Form with their respective signatures in order to gain access to the mobile device network, agree to release the School District from any liability for physical or emotional harm or damage

resulting to the student that is caused by or related to the inappropriate use of the mobile device network.

*Acceptable Use*

Students may use the Internet to conduct research assigned by teachers. Students may use the Internet to conduct research for classroom projects. Students may use the Internet to gain access to information about current events. Students may use the Internet to conduct research for school related activities. Students may use the Internet for appropriate educational purposes.

Policy Reference: Policy No. 5114 – Network Acceptable Use and Internet Safety Policy  
Policy No. 5110 – Student Fees, Fines and Charges

**Forms- These will not be included in the handbook but will be signed electronically.**

**HANDBOOK ACKNOWLEDGEMENT**

**BAYARD PUBLIC SCHOOLS 2022-2023  
STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT**

Please sign all of the sections on this page and then remove the page from the handbook and return it to the principal’s office within ONE WEEK of receiving this handbook.

Student \_\_\_\_\_ Grade \_\_\_\_\_

We, as parent(s) or guardian(s), have read the Bayard Public School Student/Parent Handbook and agree with our son/daughter to cooperate with the school in fulfilling all responsibilities to the best of our ability.

Parent(s)/Guardian(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Date Parent(s)/Guardian(s) E-mail address \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FIELD TRIP PERMISSION**

**FIELD TRIP PERMISSION**

I hereby give my permission for my son and/or daughter to participate in school field trips.

Parent(s)/Guardian(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

**STUDENTS IN THE MEDIA**

**STUDENTS IN THE MEDIA**

I do want my child to be included in any publicity that a school classroom or regular school program may receive, including the Bayard Public School web site, newspaper, or television.

Parent(s)/Guardian(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

**MOBILE DEVICE AGREEMENT**

**MOBILE DEVICE AGREEMENT FORM  
BAYARD PUBLIC SCHOOLS 2022 - 2023**

Please PRINT the following information:

Guardian Name (first & last): \_\_\_\_\_

Student Name (first & last): \_\_\_\_\_

Student Grade: \_\_\_\_\_ I agree that my student and I have read and will comply with all policies and procedures within the "Policies and Procedures for Mobile Device Program" document. I understand that this policy covers one mobile device and accessories that are property of Bayard Public Schools described within for one student.

Parent(s)/Guardian(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I do understand that my student and I are responsible for all costs incurred to the mobile device and accessories that are the property of Bayard Public Schools, when used in school, described within, for the prescribed student.

Parent(s)/Guardian(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Date Parent(s)/Guardian(s) E-mail address \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Extracurricular Overnight Trip Rules for Students**

### **Bayard Public Schools**

#### **Extracurricular Overnight Trip Rules for Students**

The sponsor shall function as the designated administrator for the activity when an administrator is not present. Any violation of the rules may result in penalties provided under the student handbook, sponsoring organization rules, and/or the student being returned to the Bayard Public Schools or the nearest transportation terminal at the parent's expense.

1. All Bayard Public Schools rules apply as well established rules of the organization involved in the trip.
2. Use or possession of tobacco, alcohol or any illegal drugs will result in notification of proper authorities and possible immediate return of the student to the school at the parent's expense. If illegal activity results in detention by authorities, parents shall have the responsibility for all intervention and counsel.
3. Curfew will be established nightly and adhered to strictly by all students. The external doors may be taped following a bed check.
4. Students must stay in assigned rooms. No sexual or other inappropriate activity is permitted on overnight trips. Student couples are not permitted to be alone in rooms together without a chaperone. Only participating Bayard Public Schools students are allowed in Bayard Public School rooms. Students must notify sponsor/chaperone of their whereabouts at all times if they are in a location other than their assigned room.
5. No phone calls are allowed between rooms after curfew. No long-distance calls are to be made from hotel rooms unless approved in advance by the sponsor. Room phones should be turned off during the stay.
6. No pay-per-view is allowed unless approved in advance by the sponsor.
7. Malicious or willful damage/theft of property by a student shall result in the student being returned to the school. Parents and students assume full financial responsibility for damages, transportation and other associated costs.

8. Luggage and personal items are subject to search at any time if school officials and/or chaperones have reasonable suspicion that the luggage or personal items contain contraband.
9. Violations of the school rules on overnight trips shall be reported the school administration.

I, \_\_\_\_\_ understand that failure to comply with any of the Bayard Public Schools' overnight trip rules may result in my immediate departure from the trip and/or penalties outlined in the student handbook or established rules of the organization involved in the trip. Any violation of a law or trip rule may result in my parents being contacted immediately and the proper authorities being notified. The sponsor will determine organizational consequences.

	Date	
Student	Date	
Parent/Guardian	Date	
Sponsor	Date	

### Network Acceptable Use and Internet Safety Policy

Bayard Public Schools recognizes the value of computer and other electric resources to improve student learning and enhance the administration and operation of its schools. To this end, the Bayard Public Schools encourages the responsible use of computers; computer networks (including the Internet), and other electronic resources in support of the mission and goals of the Bayard Public Schools.

It is the policy of Bayard Public Schools to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via the Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA).

It is the policy of the Bayard Public Schools to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, Bayard Public Schools recognizes its legal and ethical obligation to protect the well-being of students in its charge.

The following uses of school-provided electronic resources, including Internet and e-mail, are not permitted:

- a. to access, upload, download, or distribute pornographic, obscene, or sexually explicit material;
- b. to transmit obscene, abusive, sexually explicit, or threatening language;
- c. to violate any local, state, or federal statute;
- d. to vandalize, damage, or disable the property of another individual or organization;
- e. to access another individual's materials, information, or files without permission;

- f. to violate copyright or otherwise use the intellectual property of another individual or organization without permission; and
- g. to distribute or forward “chain letters” via email.

Any violation of District policy and rules may result in loss of District-provided access to the Internet. Additional disciplinary action may be determined in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

Students may...

- Design and post web pages and other material from school resources.
- Use direct communications such as e-mail, online chat, or instant messaging with a teacher's permission.
- Use the resources for any educational purpose.

Consequences for Violation: Violations of these rules may result in disciplinary action, including the loss of a student's privileges to use the school's information technology resources.

Supervision and Monitoring: School and network administrators and their authorized employees monitor the use of information technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions, and will furnish evidence of crime to law enforcement.

Enforcement of Policy:

- To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.
- Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
- Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.
- A Bayard Public Schools staff member may override the technology protection measure that blocks or filters Internet access for a student to access a site with legitimate educational value that is wrongly blocked by the technology protection measure that blocks or filters Internet access.
- Bayard Public Schools staff will monitor students' use of the Internet by either direct supervision or by monitoring Internet use history to ensure enforcement of policy.

COPPA Notification Statement

Dear parents/legal guardians of school-aged children under the age of 13,

Our district utilizes several computer software applications and web-based services, operated not by this district, but by third parties. These include Teach TCI, Imagine Learning, Amplify Science, Google Apps for Education, Clever, Remind, IXL, Pearson, Khan Academy and similar educational programs. A list of the possible sites and programs used in our classrooms with the privacy policy for each can be found on our district website's District Information Technology page. Web-based educational programs and services may be added during the upcoming academic year as needed.

In order for our students to use these programs and services, certain personal identifying information - generally the student's name and school email address - must be provided to the website operator. By law, the operator may only use this information for educational purposes. Under federal law entitled the Children's Online Privacy Protection Act (COPPA), these websites must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13. The law permits districts/schools such as ours to consent to the collection of personal information on behalf of all its students, thereby eliminating the need for individual parental consent given directly to the website operator.

For more information on COPPA, please visit <http://www.ftc.gov/privacy/coppafaqs.shtm>.

**Inappropriate Network Usage:** To the extent practical, steps shall be taken to promote the safety and security of users of Bayard Public Schools online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

**Education, Supervision and Monitoring:** It shall be the responsibility of all members of Bayard Public Schools staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Bayard Public Schools will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

**Disclaimers:**

- Bayard Public Schools and its individual schools, administrators, faculty, and staff thereof, make no warranties of any kind for the service provided and will not be held responsible for any damage suffered by users. This includes the loss of data resulting from delays, non-deliveries, and intrusion by computer virus, or service interruption.
- Use of any information obtained via network access is at the risk of the user, and Bayard Public Schools specifically denies any responsibility for the accuracy or quality of the information obtained.
- Bayard Public Schools cannot guarantee complete protection from inappropriate material. Furthermore, it is impossible for the district or content filter to reflect each individual or family's opinions of what constitutes "inappropriate material." If a student mistakenly accesses inappropriate information, he/she should immediately notify a district staff member.
- Bayard Public Schools is not liable for an individual's inappropriate use of district's electronic communications systems or violations of copyright restrictions or other laws, or other costs incurred by users through use of Bayard Public Schools' electronic communication systems.
- The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's electronic communication systems.

CIPA Definition of Terms:

Minor: The term "minor" means any individual who has not attained the age of 17 years.

Technology Protection Measure: The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
  2. Child Pornography, as that term is defined in section 2256 of title 18, United States Code;
- or
3. Harmful to minors.

Harmful to Minors: The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Sexual Act; Sexual Contact: The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

## **Bayard Public Schools**

### **Network Acceptable Use and Internet Safety Policy**

#### **Student's Agreement**

By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in the Bayard Public Schools Network Acceptable Use and Internet Safety Policy. I understand that to gain access to the Bayard Public Schools computer network systems, I must return this form signed by me and my parent or legal guardian. I further understand that any violation of the Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

Teachers or media specialists who are exploring digital content with a class do not need special parental permission for such activity if the teacher or media specialist is in control of the navigation to known educational sites. A student accessing digital content at the constant direction of the teacher is not working independently. This circumstance does not require special parental permission. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting.

In addition, this form, when completed below and on file with the district, will constitute consent for our schools to provide personal identifying information for your child consisting of first name, last name, school email address and username (for educational use only) to the following web operators: Teach TCI, Imagine Learning, Amplify Science, Google Apps for Education, Clever, Remind, IXL, Pearson, Khan Academy and to the operators of any additional web-based educational programs and services which our schools may add during the upcoming academic year.

(Printed) Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

**Bayard Public Schools**

**Network Acceptable Use and Internet Safety Policy**

**Parent or Legal Guardian's Agreement**

I have read, understand, and agree with the Bayard Public Schools Network Acceptable Use and Internet Safety Policy. I understand that by signing this form I give permission for Bayard Public Schools to grant access to district electronic communication systems, including the Internet. I understand that this access is designed for educational purposes. I understand that Bayard Public Schools has taken reasonable precautions to eliminate access to inappropriate material and I will not hold the district or staff members responsible if inappropriate material is inadvertently accessed. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

Teachers or media specialists who are exploring digital content with a class do not need special parental permission for such activity if the teacher or media specialist is in control of the navigation to known educational sites. A student accessing digital content at the constant direction of the teacher is not working independently. This circumstance does not require special parental permission. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting.

In addition, this form, when completed below and on file with the district, will constitute consent for our schools to provide personal identifying information for your child consisting of first name, last name, school email address and username (for educational use only) to the following web operators: Teach TCI, Imagine Learning, Amplify Science, Google Apps for Education, Clever, Remind, IXL, Pearson, Khan Academy and to the operators of any additional web-based educational programs and services which our schools may add during the upcoming academic year.

(Printed) Parent Name \_\_\_\_\_

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

**STUDENT FEE WAIVER APPLICATION**

**BAYARD PUBLIC SCHOOLS  
STUDENT FEE WAIVER APPLICATION**

Students whose families meet the income guidelines for free and reduced price lunches are eligible to have expenses of certain fees, specialized equipment, and specialized attire and project materials waived as provided by district policy. All information provided in connection with this application will be kept confidential. This waiver does not carry over from year to year and must be completed annually.

**ALL INFORMATION REQUESTED ON THIS FORM MUST BE COMPLETED FOR THE  
FEE WAIVER APPLICATION TO BE PROCESSED**

**PLEASE PRINT**

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

Name of Parent or Guardian: \_\_\_\_\_

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

City, State, \_\_\_\_\_

Zip Code: \_\_\_\_\_

Student Name(s)	School Attending	Grade
_____	_____	_____

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your signature below is required for the release of information regarding the student or students' family financial eligibility for the programs checked above. Without your signature, this application cannot be processed.

Signature of parent or guardian: \_\_\_\_\_

Specific fees, equipment, attire or materials to which this waiver applies: \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_

**Submit this form to Building Principal's Office**

**PARENT-SCHOOL LEARNING COMPACT**  
**PARENT-SCHOOL LEARNING COMPACT**  
**BAYARD ELEMENTARY SCHOOL 2022/2023 SCHOOL YEAR**

**Teacher:**

It is important that students achieve. I agree to do the following:

1. Provide high-quality curriculum and instruction to enable children to meet state
2. Regularly communicate with parents on their child's progress.
3. Provide a safe, positive, and healthy learning environment for the children.
4. Demonstrate professional behavior and positive attitude.

Teacher Signature

**Parent / Caring Adult:**

I want my child to achieve; therefore I will encourage him/her by doing the following:

1. Communicate and work with teachers and school staff to support and challenge my child.
2. Make sure my child is at school every day and on time, unless he/she is ill.
3. See that my child has the necessary supplies needed throughout the school year.
4. Provide a quiet place and time to do schoolwork and encourage my child to complete school work.

Parent Signature

**Student:**

I know my education is important to me. It is important that I work to the best of my ability. I agree to do the following:

1. Be at school every day and on time unless I am sick.
2. Come to school each day prepared with supplies and an attitude to learn.
3. Be responsible for my own behavior.
4. Respect and cooperate with other students and adults.
5. Return completed schoolwork on time.
6. Read at home.
7. Show respect for myself, my school, and other people.
8. Obey the school rules.

Student Signature

**Notice of Nondiscrimination:**

It is the policy of Bayard Public Schools not to discriminate on the basis of gender, disability, race, color, religion, marital status, age or national origin in its education programs, administration, policies, employment or other district programs. The following person has been designated to handle inquiries regarding the nondiscrimination policies. Mr. Rodney Olson, Bayard Public Schools, 726 4th Avenue, Bayard Nebraska, 69334, 308-586-1325, [rodney.olson@bayardtigers.org](mailto:rodney.olson@bayardtigers.org).

**STUDENT COURSE PROJECT PURCHASE FORM**

**BAYARD PUBLIC SCHOOLS STUDENT COURSE PROJECT PURCHASE FORM**

Amendments to the Public Elementary and Secondary **Student Fee Authorization Act prohibit the district from requiring students to furnish materials for standard course projects. In general, all course projects will remain the property of the district.** However, it is the district's policy to allow students to purchase their projects provided they have agreed to such a purchase prior to beginning work on the project.

**ALL INFORMATION REQUESTED ON THIS FORM MUST BE COMPLETED PRIOR TO BEGINNING THE PROJECT TO ALLOW PURCHASE BY THE STUDENT.**

PLEASE PRINT

To be completed by the instructor:

Course: \_\_\_\_\_

Expected Completion Date \_\_\_\_\_

Project \_\_\_\_\_

Estimated Cost: \_\_\_\_\_

Instructor's Signature: \_\_\_\_\_

I \_\_\_\_\_ agree to purchase this project and/or

Student's Name All project materials following the project's expected completion date:

Student's Signature: \_\_\_\_\_ I permit my student to purchase this project and/or all project materials following the project's expected completion date:

Parent/Guardian's Signature \_\_\_\_\_

**PERMISSION SLIP**

**PARENTS/GUARDIANS:**

Following is a permission slip to be filled out by parents or guardians of students who are planning to participate in Elementary, Jr. High, or High School sponsored activities, athletic or otherwise (music groups, FFA, Speech, One Acts, Cheerleading Squad, etc.) during the 2022-2023 school year. Please return the permission slip to the principal's office as soon as possible.

**PERMISSION SLIP**

I grant my permission to Bayard Public Schools' coaches, activity sponsors, and/or school sponsors to be responsible for taking my daughter/son, \_\_\_\_\_, for medical help if need should arise, while traveling to, traveling from, and participating in school-sponsored activities during the 2022-2023 school year.

Name of Health Insurance Co. \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_

Person to contact in case of emergency: \_\_\_\_\_

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

Cell phone number \_\_\_\_\_

Please list e-mail address if available for contact through this method:  
\_\_\_\_\_

Medical concerns coaches/sponsors should know: \_\_\_\_\_

Medications if any: \_\_\_\_\_

Parent's or Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher (Elementary) \_\_\_\_\_ Grade \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

**EMERGENCY CONTACT INFORMATION**

Student(s) Last Name(s) \_\_\_\_\_  
(for alphabetical filing purposes)

Student(s) First Name(s) and Grade Level(s): \_\_\_\_\_

**IMPORTANT Information In Case of an Emergency**

**\*PLEASE FILL OUT ONE FORM PER FAMILY AND RETURN IT TO THE ELEMENTARY SCHOOL OFFICE (a copy will be made and given to the junior/senior high if applicable).**

Home telephone number \_\_\_\_\_ Work telephone

number \_\_\_\_\_ Place of  
employment \_\_\_\_\_ Work

schedule \_\_\_\_\_ Cell telephone number

\_\_\_\_\_ Email address

\_\_\_\_\_ **IN CASE I CAN NOT BE**

**CONTACTED, PLEASE CALL \_\_\_\_\_ ; TELEPHONE**

**NUMBER \_\_\_\_\_.**

**\*\*IT IS VERY IMPORTANT TO KEEP THE SCHOOL INFORMED OF TELEPHONE NUMBER CHANGES, EMPLOYMENT CHANGES, AND ADDRESS CHANGES. BECAUSE WE NEVER KNOW WHEN EMERGENCIES MAY ARISE. YOUR CHILD(REN)'S SAFETY IS OUR CONCERN.**

**THANK YOU FOR YOUR CONTINUED SUPPORT AND KEEPING BAYARD SCHOOLS INFORMED OF ANY CHANGES.**

**YOUR INFORMATION WILL BE KEPT CONFIDENTIAL IF THAT IS YOUR WISH.**

Candace Ehler, Elementary Principal \_\_\_\_\_

Dr. Kelley Rice, High School Principal \_\_\_\_\_

**NEBRASKA SCHOOL ACTIVITIES ASSOCIATION ("NSAA")**

**JUNIOR/SENIOR HIGH SCHOOL - NEBRASKA SCHOOL ACTIVITIES ASSOCIATION ("NSAA")**

Student and Parent Consent Form

School Year: 2022-2023 School: Bayard Public Schools, Bayard, Nebraska

Name of student: \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

The undersigned(s) are the Student and the parent(s), guardian(s), or person(s) in charge of the above named Student and are collectively referred to as "Parent".

The Parent and Student hereby: \_\_\_\_\_

(1) Understand and agree that participation in NSAA sponsored activities is voluntary on the part of the Student and is a privilege;

(2) Understand and agree that (a) by this Consent Form the NSAA has provided notification to the Parent and Student of the existence of potential dangers associated with athletic participation; (b) participation in any athletic activity may involve injury of some type; (c) the severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord, and on rare occasions, injuries so severe to result in total disability, paralysis and death; and, (d) even with the best coaching, use of the best protective equipment, and strict observance of rules, injuries are still a possibility; \_\_\_\_\_

(3) Consent and agree to participation of the Student in NSAA activities subject to all NSAA by-laws and rules interpretations for participation in NSAA sponsored activities, and the activities rules of the NSAA member school for which the Student is participating; and, \_\_\_\_\_

(4) Consent and agree to the Student being photographed, videotaped, audio taped, or recorded by any other means while participating in NSAA activities and contests, consent to and waive any privacy rights with regard to the display of such recordings, and waive any claim of ownership or other rights with regard to such photographs or recordings or to the broadcast, sale or display of such photographs or recordings. \_\_\_\_\_

I acknowledge that I have read paragraphs (1) through (4) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletic activities. \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Student (Print Name) \_\_\_\_\_

Student Signature \_\_\_\_\_

(I am)(We are) the Student's (circle appropriate choice) (Parent) (Guardian). (I) (We) acknowledge that (I) (We) have read paragraphs (1) through (4) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletic activities. Having read the warning in paragraph (3) above and understanding the potential risk of injury to my Student, (I) (We) hereby give (my) (Our) permission for \_\_\_\_\_ (Insert student name) to practice and compete for the above named high school in activities approved by the NSAA, except those crossed out below: \_\_\_\_\_

Baseball - Golf – Tennis - Play Production - Basketball - Swimming – Track – Speech - Cross Country - Soccer – Volleyball - Music - Football - Softball - Wrestling - Debate - Journalism

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Parent/Guardian Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

## BAYARD PUBLIC SCHOOLS CORE COVENANTS

### FOCUSED ON THE STUDENT

- Positive Interactions and Relationships
- Focus on Student Potential
- Diverse Opportunities
- Unconditional Acceptance

### ATTITUDE OF EXCELLENCE

- Act with Integrity
- Expect to Be Great
- Accept Daily Challenges and Setbacks
- Think “Big Picture”

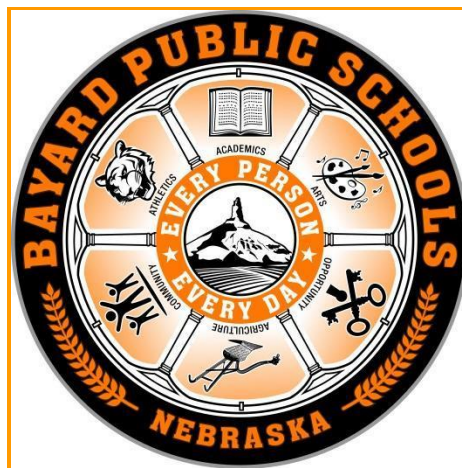
### COMMUNITY

- Support Each Other
- Set Aside Self for Benefit of the Group
- Respect Everyone
- Be a Wing, Not a Weight

### TIGER WAY!

Every Person, Every Day. It’s a FACT!

## ACADEMIC SEAL



At the center of the seal is an image of Chimney Rock. This historic landmark was used by the first Americans and, later, by the pioneers as a guide on their epic journeys. Chimney Rock continues to inspire countless travelers and residents alike. Chimney Rock enhances our sense of

place and instills pride, as the landmark prominently stands above the fertile North Platte River Valley.

The phrase, Every Person, Every Day, which is derived from the Core Covenants of Bayard Public Schools, reminds us of the dignity and value of every member of our school community. Every person matters for the future of our school and community, and every day is an opportunity to make a contribution to our greater well-being.

Surrounding the central ring are academic pillars and six icons describing our enduring strengths, values, and aspirations.

**Academics:** At the top of the seal is a Book of Knowledge, symbolizing academics as our highest institutional value and first priority.

**Athletics and Arts:** Flanking the Book of Knowledge on the left is the school's Tiger mascot, representing athletics and the fiercely competitive nature of our student-athletes. Flanking the Book of Knowledge on the right is an artists' palette and musical notes, representing the arts and the creative talents of our student performers. Athletics and arts support and enhance the academic and personal development of our students.

**Community:** The efforts of the school are supported by the entire community. Regular interactions between the faculty, staff, students, parents, and patrons are essential to a vibrant community and a strong school.

**Opportunity:** Two keys and a lock represent the importance of opportunity. Education provides a key to unlocking many opportunities for our students. Equally important, providing our students with many opportunities is key to their development.

**Agriculture:** Our community and economy are supported by an agricultural base. The plow symbolizes agriculture and the strong agrarian work ethic of our community and our students

## **A BRIEF HISTORY OF BAYARD SCHOOLS**

The first school session was held in a room above a store building in about 1885, with Miss Ottie Wisner as teacher. Later, a one room school house, a Soddy, was built where the Western Sugar factory now stands in Bayard. Between 1890 and 1900 the school was closed due to an epidemic of smallpox, measles, and whooping cough.

Bayard's next school building, the "pink" school house, was a two-story structure, built in 1900. At the time there were eight grades, with two instructors. About five years later the ninth and tenth grades were added, and a third teacher was hired. In 1917 the building which was known as North Ward was constructed to house the high school. Our former high school was first used in 1921. This school building cost our school district \$275,000. It housed the grades nine through twelve. At this time the North Ward building was occupied by the junior high school, and the "pink" school house held the elementary school.

In 1949 the school district voted bonds for \$135,000 to build a new gymnasium and vocational agricultural building. Our auditorium was facilitated with new seats and a new stage front. This renovation also included the transformation of the swimming pool into a girls' dressing room.

The science laboratory and home economics room were completely remodeled and equipped with modern facilities in the year 1955. In 1956 a new library and garage were added to our school building. 1961 ushered in its full share of progressive changes. After District 58 consolidated with the Bayard City School, a bus service and cafeteria were installed in our system. For the academically inclined, 1961 witnessed the conversion of an old third-story school classroom into a modernized, well-equipped math room. The old woodworking shop was expanded, rearranged, and equipped with many new tools. In 1987 new locker rooms and a concession area were constructed between the gym and the junior/senior high building. This addition provided over 5,000 square feet of much needed space for the junior and senior high students. This project cost \$246,000.

In 1991, a new junior/senior high school was completed at a cost of \$2,989,356.50 and concurrently consists of 51,000 square feet of space. This very modern building was designed to meet the educational needs of the Bayard community well into the 21st century.

In November, 2008, the Bayard School District approved a \$3,500,000 (\$500,000 being a gift) construction project which included 7,200 additional square feet of classrooms and 5,000 square feet of remodeling at the elementary school; and 23,000 additional square feet including a gymnasium and locker rooms at the high school. The elementary project was completed the beginning of the 2009/2010 school year, while the High School was completed during the summer of 2010. Both projects have proven to be great assets to the students and faculty of Bayard Schools and the Bayard community.

There are approximately 400 students, PK-12, attending Bayard Public School.

## POLICY NO. 1007 - THREAT ASSESSMENT AND RESPONSE

The Board is committed to providing a safe environment for the school community. Students, staff, and patrons should immediately report any statements or behavior that makes the observer fearful or uncomfortable about their safety at school, school events, or otherwise connected to the school community.

### Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred. THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO ~~THE POLICE AT~~ 911.

### Threat Assessment Investigation and Response

All reports received by school administration of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to law enforcement for investigation. All information pertaining to a possible threat will be streamlined through Morrill County Sheriff's Office Communications Center as they are the communication center for local law enforcement. The school administration will cooperate with and assist law enforcement in conducting a threat assessment investigation. Law enforcement's threat assessment investigation may include, but will not be limited to, conducting interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern and his or her possessions, and home (as allowed by law), and any other methods that law enforcement determines to be reasonable and useful. The school district will make staff members, including the school's guidance staff, available to cooperate with law enforcement as part of the investigation.

The school administration will request from law enforcement the results of law enforcement's investigation. The Superintendent or designee will determine what, if any, response to the threat is appropriate based upon the information received or known by the Superintendent or designee. The Superintendent or designee is authorized to disclose the results of the investigation to other law enforcement agencies, the target(s) of any threatened acts, and to other school staff as is reasonably necessary to enable them to make proper decisions and/or implement any interventions related to the threatening statements or behavior. The Superintendent or designee

may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of the investigation to the student's individualized education plan team, 504 plan team, or the student assistance team (SAT team).

#### Communication with the Public about Reported Threats

To the extent deemed necessary and reasonable by the Superintendent or designee, the Superintendent or designee should keep members of the school community informed about possible threats and about the district's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the Superintendent or designee will not publicly reveal the identity of the individual of concern or of any target(s) of threatened violence unless required by law.

#### Coordination with the Crisis Psychological First Aid Team After Resolution of Threat

The Superintendent or designee will confer with the district's crisis psychological first aid team and/or the school's safety committee after a threat has been investigated to provide the crisis psychological first aid team and/or the safety committee with information that the crisis psychological first aid team and/or safety committee may use in assessing or revising the district's All Hazard School's Safety Plan.

Adopted: 3-9-20

Revised:

Reviewed: 9-14-20, 5-10-21

## POLICY NO. 5082 - STUDENT LUNCH

In compliance with Federal regulations to serve lunches free of charge or at reduced price to all children who are determined to be in need of them, the Board of Education of the Bayard Public Schools hereby adopts the following set of policies to regulate the program:

1. Criteria used for consideration will include economic need as reflected by family income, including welfare payments, family size, and other family needs. All children will be provided meals if they wish to participate and have funds available to purchase a meal each day.
2. The income scale prepared by the Office of Economic Opportunity shall be used as the guideline for determining if a family shall be eligible.
3. All appeals from decision by the determination officer shall be reviewed by the Superintendent of Schools.
4. Collections of payment shall be handled by school office personnel.
5. Knowledge of names of recipients of free or partial payment meals shall be held in strict confidence.
6. A letter explaining and announcing the policies of this statement shall be sent to all patrons of the school district at the beginning of each school year.
7. A statement announcing the policies will be published in the local newspaper at the beginning of each school year.
8. It is the policy of the Bayard Public Schools that if a family has insufficient funds in the student's lunch account, the student will not be allowed to charge a meal from the school until the student's account has a positive balance. Notice will be given to ~~students~~ parent or guardian when they have a low balance. The program is designed that meals be paid for in advance so that situations like this do not occur. It is not the desire of the school district to keep any child from a meal; nonetheless, it is the responsibility of the parent to provide the financial means for their children.

9. Refunds will be issued to graduating seniors with no siblings enrolled at Bayard Public Schools and families ceasing enrollment in the school district. Funds remaining in family accounts at the end of the year will be carried over to the following term.

Adopted: 8-17-76

Revised: 8-12-85; 7-12-10; 6-13-16

Reviewed: 6-14-10, 7-13-20

## POLICY NO. 7017 - OVER-IDENTIFICATION AND DISPROPORTIONALITY

The district has a goal of preventing the inappropriate over identification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment as described in 92 NAC 51-003.10.

“Child with a disability” means a child who has been verified as per 92 NAC 51-006 as a child with autism, an emotional disturbance-~~behavior disorder~~, deaf-blindness, a developmental delay, a hearing impairment including deafness, an intellectual disability-~~mental handicap~~, multiple impairment, an orthopedic impairment, an other health impairment, a specific learning disability, a speech-language impairment, a traumatic brain injury or a visual impairment including blindness, who because of this impairment needs special education and related services. If, under 92 NAC 51-003.63, it is determined, through an appropriate evaluation under 92 NAC 51-006, that a child has one of the disabilities identified above, but only needs a related service and not special education, the child is not a child with a disability under this Chapter. If the related service required by the child is considered special education rather than a related service, the child would be determined to be a child with a disability.

NDE document “P&P Guidance Document~~Supporting Document to Checklist of Required Special Education Policies;~~”

~~Procedures and practices for Part B of the IDEA~~” shall serve as an administrative procedure to this policy. The entire document can be found at <http://www.education.ne.gov/sped/regulations.html>.

Adopted: September 14, 2020

Reviewed: December 14, 2020

Revised:

## POLICY NO. 7016 - PROHIBITION ON MANDATORY MEDICATION

The school districts, approved cooperatives and special education and related services providers are prohibited from requiring parents to obtain a prescription for substances identified under Schedules I, II, III, IV or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)) for the child as a condition of attending school, receiving an evaluation under Section 006 of this Chapter, or receiving services under 92 NAC 51, or receiving services under Chapter 51.

Nothing in 92 NAC 51-004.11D1 shall be construed to create a prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parents or guardians regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services.

NDE document "P&P Guidance Document ~~Supporting Document to Checklist of Required Special Education Policies,~~"

~~Procedures and practices for Part B of the IDEA~~" shall serve as an administrative procedure to this policy. The entire document can be found at <http://www.education.ne.gov/sped/regulations.html>.

Adopted: September 14, 2020

Reviewed: December 14, 2020

Revised:

## POLICY NO. 7018 - ACCESS TO INSTRUCTIONAL MATERIALS

A school district or approved cooperative that chooses to coordinate with the National Instructional Materials Access Center NIMAC when purchasing print instructional materials shall enter into a written contract with the publisher of the print instructional materials to:

1. Require the publisher to prepare and, on or before the delivery of the print instructional materials, provide to the National Instructional Materials Access Center, electronic files containing the contents of the print instructional materials using the Instructional Materials Accessibility Standard (NIMAS); or
2. Purchase instructional materials from a publisher that are produced in or may be rendered in specialized formats.

Nothing in this section shall be construed to require a school district or approved cooperative to coordinate with the National Instructional Materials Access Center. If a school district or approved cooperative chooses not to coordinate with the National Instructional Materials Access Center, the school district or approved cooperative shall provide an assurance to the Nebraska Department of Education that the school district or approved cooperative will provide instructional materials to students with blindness or other students with print disabilities at the same time as other students.

NDE document “P&P Guidance Document ~~Supporting Document to Checklist of Required Special Education Policies,~~”

~~Procedures and practices for Part B of the IDEA~~” shall serve as an administrative procedure to this policy. The entire document can be found at <http://www.education.ne.gov/sped/regulations.html>.

Adopted: September 14, 2020

Reviewed: December 14, 2020

Revised:

# BAYARD PUBLIC SCHOOLS

## Proposal to Provide Air Quality Enhancement



### Submitted by:

Jacob Hurla  
President

Community Building Solutions  
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(785) 580-3014

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## EXECUTIVE SUMMARY

Community Building Solutions proposes to provide turnkey installation of HVAC, windows, and other upgrades for Bayard Public Schools to reduce the transfer of airborne pathogens and upgrade facility infrastructure.

CB Solutions' team is led by Project Manager Jacob Hurla, who has led similar projects for rural Nebraska school districts for the past eight years. Jacob will be supported by a team of Nebraska-based contractors, engineers, and financing experts that have successfully designed, installed, and financed over 200 facility improvement projects with public schools and other public entities in Nebraska during the past 25 years.

The remainder of this Executive Summary provides a synopsis of the recommended project (including the project cost), experience, project team, and project approach that proves CB Solutions is the best partner for Bayard Public Schools and the community it serves.

### Project Team

Project Manager Jacob Hurla will be fully accountable for all aspects of the turnkey project for Bayard Public Schools. Jacob has six years of experience managing all aspects of turnkey facility-improvement projects, including leading the project team that developed and installed comprehensive HVAC, lighting, and controls projects for the school districts in Kimball, Creek Valley, Pierce, and Battle Creek.

Jacob has assembled a team with the expressed purpose of delivering a high-quality project to Bayard Public Schools on schedule and at a cost dramatically lower than the large, publicly traded, high-margin conglomerates that have traditionally worked in this market.

#### Maximizing District Value

*This experienced and effective team will execute CB Solutions' independent, consulting-based approach to turnkey projects in order to deliver infrastructure improvements at a total cost that is 25-50% lower than large, publicly traded, high-margin conglomerates that have traditionally worked in this market.*

#### 100% Accountability

*The only party not under CB Solutions' direction is the third-party engineer that will provide an independent review of the energy savings calculations, as required by Nebraska Statute.*



**Recommended Project and Costs**

CB Solutions' Project Manager Jacob Hurla has spent over 5 months working with Bayard Public Schools' administration, school board, building operators, and occupants to understand the district's challenges and priorities and to identify the optimal solutions. Combining this knowledge with a focus on delivering low project costs (by utilizing local contractors, minimizing overhead costs, and creating minimal profit requirements), CB Solutions has developed a project of optimal quality that will bring the greatest value to Bayard Public Schools and the Community. *The base project, summarized below, achieves the district's top facility priorities at a guaranteed, fixed cost with the district's long-term interests taken into account in making these recommendations.*

Project Scope	Low-End Cost	High-End Cost
<b>HVAC Upgrades - Option #2 VRF</b>		
Install VRF in 11 Classrooms, Offices, and Teacher's Lounge		
Replace 5 Existing Split Systems with Natural Gas Furnaces		
Install Unit Heaters in Boiler Room, Entryways, Restrooms, Hallways		
<b>HVAC Project Total:</b>	<b>\$420,000</b>	<b>\$500,000</b>
Alternate Add: Replace 8 Existing RTUs from 2009	\$100,000	\$150,000
<b>Lighting</b>		
Upgrade Lighting to LED	\$45,000	\$60,000
<b>Building Envelope</b>		
Upgrade Original Building Windows & Doors	\$125,000	\$150,000
<b>Proposed Project Total</b>	<b>\$690,000</b>	<b>\$860,000</b>

CB Solutions hopes to earn the business of Bayard Public Schools, at which point a final list will be determined by both parties to fully develop and ultimately implement.

## Experience

CB Solutions' Nebraska-based contractors, engineers, and financing experts have not only completed more than 200 facility improvement projects with public schools and other public entities in Nebraska during the past 25 years, they have worked together on similar projects in the Bayard vicinity. Led by Project Manager Jacob Hurla, much of this same team was involved in the successful turnkey projects at comprehensive HVAC, lighting, and controls projects for the school districts in Kimball, Creek Valley, Pierce, and Battle Creek. Letters of support from three customers, a financing institution, and a surety demonstrate the quality of this experience.

### Letters of Support

*CB Solutions is unique in that our five letters specifically support the team that will lead the project for Bayard Public Schools. They are not generic letters speaking to the work of different employees who may not impact Bayard Public Schools.*

CB Solutions and its team have a track record that shows 100% compliance with local, state, and federal laws and is completely clear of any litigation.

## Project Approach

Our approach to project delivery was constructed to provide more value with less risk to our customers in the public sector. We use proven, local implementation contractors for all aspects of the project implementation. We use a contract structure that has a 15-year record of success in Nebraska and that has undergone numerous legal reviews. We are unaffiliated with equipment manufacturers and outsource project financing to eliminate conflicts of interest and reduce costs to the district. If Bayard Public Schools sees an opportunity to improve our approach to better deliver value, we welcome the opportunity to improve to better achieve our vision.

### Company Independence

*Community Building Solutions does not manufacture, distribute, or sell any equipment that will be considered for use in this project. As a result, our interests align fully with those of Bayard Public Schools. Equipment selections will be made in the best interest of the district.*

CB Solutions recognizes that it must work harder, deliver more, and deliver more effectively than its competition in order to succeed against its larger competitors. We are prepared to deliver on these promises for Bayard Public Schools. Your satisfaction will be a foundation for our successful growth.

Sincerely,



**Jacob Hurla**  
President

Community Building Solutions  
(785) 580-3014  
[jhurla@communitybuildingsolutions.com](mailto:jhurla@communitybuildingsolutions.com)

## A. CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE, AND EFFICIENCY (25%)

Community Building Solutions was founded in order to provide the highest-quality projects to public facilities in rural communities throughout the Midwest. The reputation and character of our leadership and our organization, as shown in this section, is what enables us to make this vision a reality.

### **(1) References**

CB Solutions is pleased to provide strong references from an array of sources that speak to the strong character of our leadership, integrity of our approach, reputation in the industry, judgment in serving customers, experience in the Nebraska K-12 market, and efficient delivery model.

These letters speak not just to the organization as a whole, but to the capabilities and qualifications of President Jacob Hurla, who will serve as Project Manager for Bayard Public Schools. Large, national ESCOs may provide letters endorsing the work of their organization as a whole; however, such letters provide minimal insights into the caliber of staff that will be assigned to serve a rural Nebraska school district such as Bayard Public Schools. CB Solutions is unique in that our letters specifically support the team that will lead the project for Bayard Public Schools.

#### **a. Financial**

CB Solutions has included references from a surety institution. We recognize that a smaller firm such as ours should demonstrate that we have the financial resources to both provide the project financing and to obtain all necessary payment and performance bonds, as required by statute. The first letter in this section serve as evidence that CB Solutions possesses the same bonding and financing capabilities as, and can obtain competitive rates with, larger ESCOs offering to provide services to the district.

**Jessica Reno,**  
Surety Bond Specialist  
Nielson, Wojtowicz, Nue & Associates  
*jreno@nielsonbonds.com*



**NHC**

NIELSON, WOJTCWICZ, NEU & ASSOCIATES  
A NIELSON HOOPER GROUP COMPANY



April 03, 2023

Bayard Public Schools

Re: **Community Building Solutions, LLC**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Community Building Solutions, LLC**. The name of their surety is **The Gray Insurance Company**, which carries an A.M. Best Rating of **A- VIII**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request **The Gray Insurance Company**, should be in a position to provide **Community Building Solutions, LLC** Performance and Payment Bonds equal to 100% of the total cost for single projects in the amount of **\$5,000,000.00** and aggregate support in excess of **\$20,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

**Community Building Solutions, LLC** is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,



Jessica Reno  
Surety Bond Specialist

1000 Central Avenue  
Suite 200  
St. Petersburg, FL 33705  
P: 727.209.1803  
F: 727.209.1335  
W: [nelsonhooper.com](http://nelsonhooper.com)

**b. Contractual contact for project of similar scope**

CB Solutions has included references from several rural Midwest institutions for which Jacob Hurla served as Project Manager.

These three letters are from superintendents of Nebraska school districts (Battle Creek Public Schools, Superior Public Schools, Pierce Public Schools) that recently completed turnkey facility improvement projects under Jacob's leadership.

- **Jake Luhr**, Superintendent  
Battle Creek Public Schools  
[jluhr@bcpsne.info](mailto:jluhr@bcpsne.info)  
(402) 675-6905
- **Marty Kobza**, Superintendent  
Superior Public Schools  
[mkobza@superiorwildcats.org](mailto:mkobza@superiorwildcats.org)  
(402) 879-3257
- **Kendall Stevenson**, Superintendent  
Pierce Public Schools  
[kendallstevfensen@piercebluejays.org](mailto:kendallstevfensen@piercebluejays.org)  
(402) 329-4677



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BATTLE CREEK PUBLIC SCHOOLS

ELEMENTARY: 305 S 36th ST PO BOX 190 BATTLE CREEK, NE 68715-0190 FAX 402-675-5020  
JR. SR. HIGH SCHOOL: 605 W MARTIN ST PO BOX 190 BATTLE CREEK, NE 68715-0190 FAX 402-675-1038

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November 20, 2020

To whom it may concern:

Working with Community Building Solutions and project manager Jacob Hurla was a first-class experience from learning about different HVAC options and first costs, to constant updates on construction status, to quick and effective post-construction support when any questions about the new systems came up. We enjoyed having one contact throughout the entire process who seemed so invested in overseeing a successful upgrade to our buildings.

Our Elementary School classrooms had two hotel-style heating and cooling units that were becoming costly to repair, were loud, and were constantly running to try and keep up with the demand. We knew that we didn't want to replace these old units with the exact same new units, but we were unsure of what our options were to upgrade and did not know where to begin the process of exploring a new system.

We issued a Request for Qualifications to three different firms, and selected CB Solutions based on their low-cost recommendations, knowledge of the different system types, and overall professionalism. Looking back over the entire project, Community Building Solutions followed through on all of their initial promises, and the district and I could not be happier with the work that Community Building Solutions completed.

Staff at the Elementary School love their new, quiet heating and cooling system with drop ceilings and LED lighting; the school board is happy with their long-term investment that will keep the Elementary School comfortable for the next 20+ years; and I fully recommend Community Building Solutions as the turnkey partner for your facility upgrades.

Sincerely,



Jake Luhr

Superintendent

Battle Creek Public Schools



## Superior Public Schools

District No. 11 – Nuckolls County  
601 West 8<sup>th</sup> P.O. Box 288  
Superior, Nebraska 68978-0288  
[www.superiorwildcats.org](http://www.superiorwildcats.org)  
#NebraskaWildcatNation



To whom it may concern:

I am writing to recommend Community Building Solutions for your facility improvement project based on the overwhelmingly positive experience Superior Public Schools and I had with them.

I can make this recommendation with complete confidence after working with CB Solutions on the design and development, installation, and post-construction support of improvements to our building's heating and cooling systems, lighting, electrical, exhaust and control systems.

Our High School and Middle School gymnasiums were heating only, which created extremely uncomfortable environments for our students during school hours, student-athletes during competition, and community members who attended graduation, ball games, and other district events. The district had previously brought in a company to perform an analysis of what improvements would be necessary to upgrade the HVAC system to provide cooling, but the projected costs were in the millions and prohibited the district from moving forward with these much-needed upgrades.

Community Building Solutions provided an in-depth, detailed overview of our existing systems and how they could be utilized in upgrading to a more comfortable and effective HVAC solution. Instead of installing all brand new and unnecessary ductwork, we cleaned and reused our existing ductwork to cut significant costs without sacrificing the long-term comfort of our building occupants. This is just one

**Mr. Marty Kobza**  
Superintendent of Schools  
(402) 879-3257 Ext. 127  
Fax: (855) 529-4534  
[mkobza@superiorwildcats.org](mailto:mkobza@superiorwildcats.org)

**Mr. Bob Cook**  
Middle High School Principal  
(402) 879-3257 Ext. 116  
Fax: (855) 529-4534  
[bccook@superiorwildcats.org](mailto:bccook@superiorwildcats.org)

**Mrs. Jodi Fienstein**  
Elementary Principal  
(402) 879-3257 Ext. 225  
Fax: (855) 498-1224  
[jfienstein@superiorwildcats.org](mailto:jfienstein@superiorwildcats.org)

example of how CB Solutions worked to find a solution that exceeded our facility goals and stayed within our identified budget.

Not only did CB Solutions save the district nearly 40% from our initial proposal on gymnasium HVAC, but they helped identify tens of thousands of dollars in annual utility savings by upgrading our lighting to LED district wide. Within our original budget, we were also able to upgrade our locker room heating systems and replace our shop's ineffective exhaust system. Jacob Hurta was an effective communicator from the first hand meeting through our bi-weekly construction update meetings and continues to be accountable for the project that he helped oversee.

I am pleased to recommend Community Building Solutions for your facility improvement projects based on the successful outcome of our own project.

Sincerely,

Marty Kolba

Superintendent

Superior Public Schools

[mkolba@superiorwildeals.org](mailto:mkolba@superiorwildeals.org)

(402) 879-3257

KENDALL STEFFENSEN  
Superintendent  
402-329-4877

MARK BRAHMER  
Secondary Principal  
402-329-6217

TRENT SUEHL  
Elementary Principal  
402-329-4302

DARREN SINDELAR  
Activities Director  
402-329-6217



**Pierce Public Schools**  
Excellence in Education - Nothing Less

PIERCE HIGH SCHOOL  
201 N. Sunset Street  
Pierce NE 68767  
402-329-6217  
Fax 402-329-4678

PIERCE ELEMENTARY  
SCHOOL  
211 North 7th  
Pierce NE 68767  
402-329-4302  
Fax 402-329-4188

[www.piercepublish.org](http://www.piercepublish.org)

September 4, 2019

To whom it may concern:

Based on the experience my school district and I have had with Community Building Solutions, I can recommend them without reservation for your facility improvement project.

The positive interactions my Board of Education, staff, and I have had working with Community Building Solutions on the design, installation, and financing of upgrades to our building's HVAC, lighting, windows, electrical, and control systems allow me to make this recommendation with confidence.

We were in search of the best solutions as well as a schedule of installation that would not interfere with the operation of our buildings. Therefore, we needed a firm that would oversee and manage all aspects of the project on a turnkey basis.

We issued a Request for Qualifications and selected Community Building Solutions over two other competitors. Community Building Solutions represented a commitment to ensuring the quality of our project, an understanding of our needs and priorities, and recognized the importance of spending taxpayers' dollars responsibly.

Project Manager Jacob Hurla was personally involved in every aspect of our project, from design through implementation. Jacob ensured contractors' work met Community Building Solutions' standards, as well as the school district's expectations. When hiccups occurred during the construction process, Jacob informed me immediately and worked through them with contractors in a timely fashion.

Today, we have high-efficiency systems that have improved the working and learning environment of our schools. I am pleased to recommend Community Building Solutions for your facility improvement project.

Sincerely,



Kendall Steffensen

**c. Facility user for project of similar scope**

The final letters provided are from a school principal and county clerk. The facility user is often overlooked in considering a firm or a Project Manager's capabilities, but they can often provide the greatest insights into communication, responsiveness, and how a project impacted operations. Because this project may utilize much of the same team (lighting, finance, engineering), the insights offered in this letter of recommendation speak specifically to our team's ability to perform effectively at Bayard Public Schools.

- **Mindy Kezar**, County Clerk  
Garden County, Nebraska  
[mindy.kezar@nebraska.gov](mailto:mindy.kezar@nebraska.gov)  
(308) 772-3924
- **Ryon Nilson**, Principal  
Creighton Community Schools

Mindy Kezar

Garden County Clerk

PO Box 350

Oshkosh, NE. 69154



(308) 772-3924

mindy.kezar@nebraska.gov

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To Whom It May Concern:

Community Building Solutions came to a Board of Commissioner's meeting in the Spring of 2019 to discuss its company's services and did a walkthrough of the Garden County Courthouse as part of a preliminary engineering analysis. CB Solutions provided several options for long-term facility upgrades, but the Board decided not to move forward with CB Solutions and attempted to oversee the recommended upgrades themselves.

The Board reached out to Community Building Solutions in the Fall of 2019 after receiving only one HVAC bid from a contractor with no detailed plans of what the upgrades would entail. CB Solutions gladly come back out to Oshkosh to revisit the development process and immediately started the design phase for the HVAC upgrades.

Project Manager Jacob Hurla worked to accommodate the long-term facility goals and immediate budget constraints. He was personally involved in every aspect of the project, from design through implementation, and has been extremely responsive since project completion.

During construction, the Clerk and Commissioners received weekly updates as to which areas of the Courthouse would be affected while work was being completed. Jacob and the contractor also worked closely with individual offices to ensure minimal disruptions to day to day business.

Courthouse employees no longer have to rely on the old steam boiler system, and the offices have individual room temperature control for a more comfortable work environment.

Garden County and its employees have had nothing but positive experiences with Jacob and CB Solutions and would recommend them without hesitation. If you're looking for someone to manage a project, put CB Solutions at the top of the list.

Sincerely,



Mindy Kezar

Garden County Clerk



**Creighton Community Public School**  
**HOME OF THE BULLDOGS**

PO Box 10 • Creighton, NE 68729 • Fax 402-358-5030

Creighton Elementary School 402-358-5001 • Creighton High School 402-358-5000

Robby Thompson, Superintendent • Ryon Nilson, Principal

To whom it may concern:

Based on my experiences working with Jacob Hurla, I believe Community Building Solutions will be a great project manager for your facility improvement project.

As the principal in our building, I was tasked with being the consistent point of contact throughout the project due to a transition at the superintendent position. With a limited knowledge of all the details of the improvements taking place, I had to learn on the fly and Jacob was very helpful in making sure I was all caught up on the project scope and process.

Whenever there was an installation issue during construction or a comfort/maintenance problem after construction, each time I reached out to Jacob he responded in a timely manner and gave me an idea of when I could expect to see the issues resolved. His responsiveness and continued willingness to make this a positive experience for the district are invaluable qualities that I wish all contractors had.

Jacob and his team provided a quality project that has made our district spaces more comfortable and efficient, and due to his accountability and overall support I would absolutely recommend Community Building Solutions as a turn-key facility upgrades provider.

Sincerely,



Ryon Nilson  
Principal  
Creighton Community Schools

## (2) Compliance with local, state or federal law

Neither Community Building Solutions nor any of its team have been cited for failure to comply with local, state or federal law of any nature in the last five years.

Project Manager Jacob Hurla has eight years of experience implementing turnkey facility-improvement projects in similar Nebraska communities, providing him unique insights into permitting and other legal requirements associated with this project. For example, Jacob will work with Bayard Public Schools to ensure project drawings undergo review by an independent, third-party engineer prior to contract execution, as required by state statute. Additionally, the contract will be structured such that annual savings (from energy, maintenance, and avoided capital costs) will exceed the annual payment. He will also monitor adherence to federal non-discrimination, wage, and other employment requirements relevant to this particular project.

### Nebraska-Specific Statute

*Nebraska Revised Statutes 66-1062 to 66-1066 include numerous requirements to ensure project compliance. Project Manager Jacob Hurla ensures all contractors and consultants exceed these requirements to deliver a quality project without any potential disruption for Bayard Public Schools.*

CB Solutions utilizes subcontracting agreements that require adherence to all applicable laws. All of our installation contractors are local, Nebraska-based contractors, ensuring familiarity with relevant codes, laws, and other requirements. Our professional subconsultants, Farris Engineering and D.A. Davidson, are bound by their contracts and by professional duty to comply with applicable local, state, and federal law, as well as industry guidelines for their respective roles.

## (3) Litigation

There are no civil or criminal actions pending against Community Building Solutions or any proposed members of our team.

CB Solutions focuses exclusively on turnkey facility improvement projects with public sector customers in rural markets. This is a relatively small community. We work to deliver high-quality projects that circumvent any consideration of litigation. While large ESCOs may routinely face litigation and consider it a “cost of doing business,” even the contemplation of litigation by one of our customers would hinder our ability to grow and prosper with the customers we serve.

## B. PROPOSED PROJECT TEAM (20%)

CB Solutions has assembled a team of Nebraska-based contractors, engineers, and financing experts that has successfully designed, installed, and financed more than 200 HVAC-improvement projects with public schools and other public entities in Nebraska during the past 25 years.

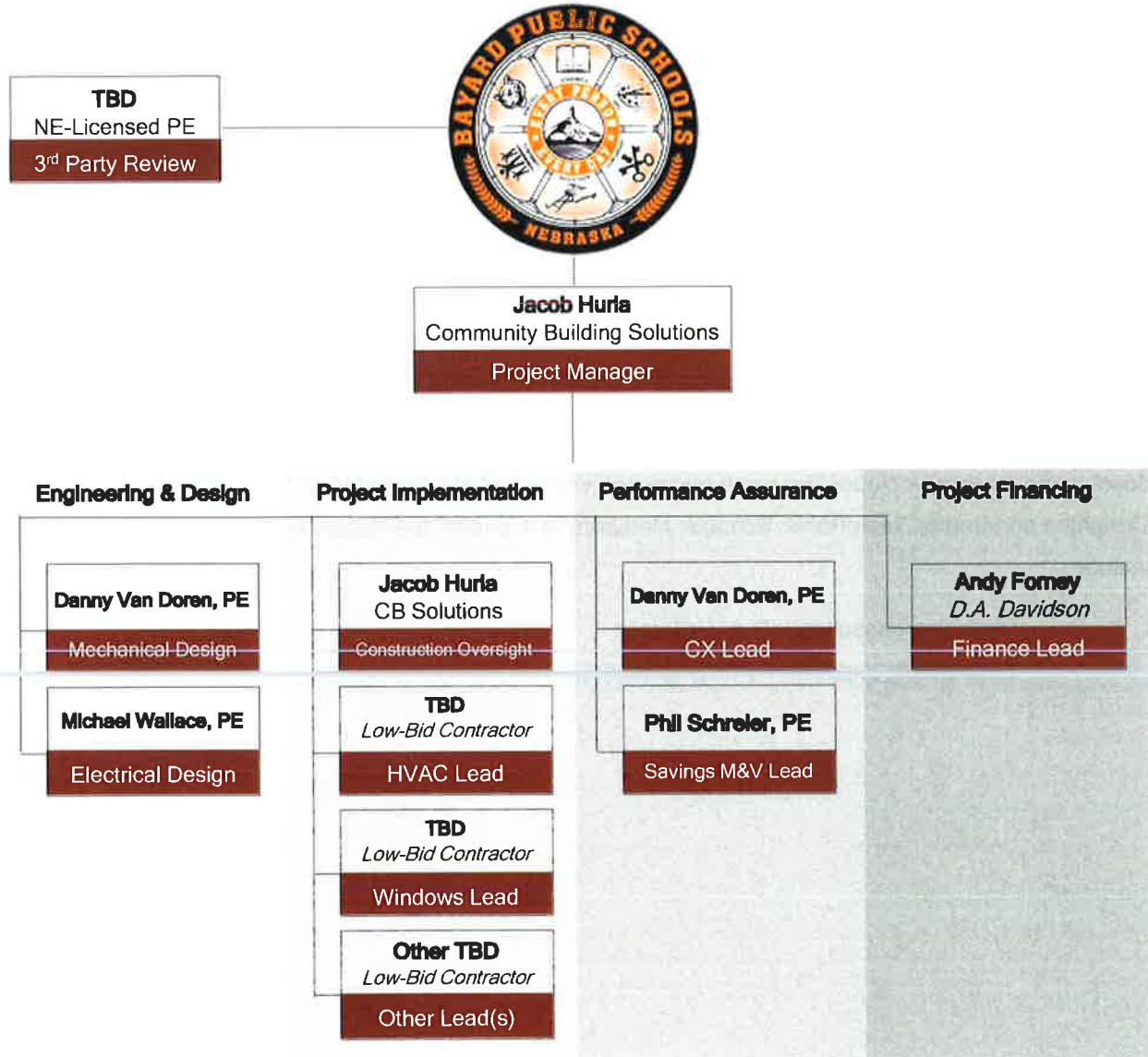
Project Manager Jacob Hurla has eight years of experience managing all aspects of turnkey facility-improvement projects, including leading the project team that developed and installed comprehensive HVAC, lighting, and controls projects for the school districts in Creek Valley, Battle Creek, Pierce, and Creighton.

Jacob has assembled a team with the expressed purpose of delivering a high-quality project to Bayard Public Schools on schedule and at a cost dramatically lower than the large, publicly traded, high-margin conglomerates that have traditionally worked in this market. The organizational chart on the following page illustrates the Nebraska-based team that will ensure the high-quality, cost-effective implementation of this project.

Jacob's project team includes the same personnel who he led at Creek Valley, Superior, Pierce, Creighton and Battle Creek Public Schools. Members of this team that supported Jacob on those projects include:

- Financing consultant - D.A. Davidson
- Engineering support - Farris Engineering

The organization chart below demonstrates that Project Manager Jacob Hurla will be fully accountable for all aspects of the project with Bayard Public Schools. Jacob will meet biweekly with both contractors and the school district to ensure effective communication. The only party not under Jacob’s direction is the third-party engineer that will provide an independent review of the energy savings calculations, as required by Nebraska Statute.





**(1) Subconsultants**

CB Solutions has created a team that includes Nebraska-based subconsultants that are positioned to provide effective (and cost-effective) professional services to support the completion of our project at Bayard Public Schools. Our engineering and financial consultants supported the Creek Valley, Kimball, Kimball County, Pierce, Creighton and Battle Creek projects, as well as more than 25 of our projects with Nebraska schools in the past six years. These consultants were chosen for their roles due to both their proven effectiveness with Nebraska schools and their ability to drive down costs of implementation and financing.

Subconsultant	Role	Relevant Experience
Farris Engineering	<ul style="list-style-type: none"> <li>- System Design</li> <li>- Building Modeling</li> <li>- Commissioning</li> <li>- Savings M&amp;V Support</li> </ul>	Farris has more than 50 years of experience and 20 Professional Engineers serving Nebraska customers. With over 30,000 projects in 42 states, Farris has 60 employees in its three Nebraska offices to support Bayard and CB Solutions in all of its proposed roles.
D.A. Davidson	<ul style="list-style-type: none"> <li>- Financial Projections</li> <li>- Financing</li> <li>- Procurement</li> </ul>	D.A. Davidson has more than 80 years of experience providing financial consulting and investment services. The acquisition of Smith Hayes expanded the firm’s presence in Nebraska, which includes finance experts at six branches from Omaha to Columbus.

**(2) Team Resume Information**

The project team that will lead the engineering and design, project implementation, performance assurance, and project financing are the most experienced and successful working in Nebraska today. Led by Project Manager Jacob Hurla, this team will work to maximize the benefit of the project for Bayard Public Schools, as well as its students, staff, and the entire community. Highlights from the project team’s resumes can be found in the table below. Full resumes can be found at the end of this section.

Key Team Member Information	Project No. 1	Project No 2	Project No. 3
<p><b>Jacob Hurla</b> <i>Project Manager</i> Employee - CB Solutions</p> <p>233 S 13th St., Suite 1100 Lincoln, NE 68508 (785) 580-3014</p> <p>Relevant Experience: 8 Years</p>	<p><b>Battle Creek Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Jake Luhr Superintendent (402) 675-2235 jluhr@bcpsne.info Year completed: 2020</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Superior Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Marty Kobza Superintendent (402) 879-3257 mkobza@superiorwildcats.org Year completed: 2020</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Pierce Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Kendall Steffensen Superintendent (402)329-6217 kendallsteffensen@piercebluejays.org Year completed: 2019</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>
<p><b>Danny Van Doren, PE</b> <i>Mechanical Engineer</i> Farris Engineering</p> <p>12700 W Dodge Rd. Omaha, NE 68154 (573) 202-9766</p> <p>Relevant Experience: 23 Years</p>	<p><b>Stanton Community Schools</b> <i>Facility and Energy Improvement Project</i></p> <p>Mike Sieh Superintendent (402) 439-2233 msieh@esu8.org Year completed: 2016</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Battle Creek Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Jake Luhr Superintendent (402) 675-2235 jluhr@bcpsne.info Year completed: 2020</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Pierce Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Kendall Steffensen Superintendent (402)329-6217 kendallsteffensen@piercebluejays.org Year completed: 2019</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>
<p><b>Michael Wallace, PE</b> <i>Electrical Engineer</i> Farris Engineering</p> <p>12700 W Dodge Rd. Omaha, NE 68154 (573) 202-9766</p> <p>Relevant Experience: 27 Years</p>	<p><b>Stanton Community Schools</b> <i>Facility and Energy Improvement Project</i></p> <p>Mike Sieh Superintendent (402) 439-2233 msieh@esu8.org Year completed: 2016</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Central Community College</b> <i>Fine Arts HVAC Renovation</i></p> <p>Edward Ballweg Assistant Facilities Manager (402) 562-1295 eballweg@cccneb.edu Year completed: 2016</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Pierce Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Kendall Steffensen Superintendent (402)329-6217 kendallsteffensen@piercebluejays.org Year completed: 2019</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>
<p><b>Marv Ellis</b> <i>Construction Oversight</i> Farris Engineering</p> <p>12700 W Dodge Rd. Omaha, NE 68154 (573) 202-9766</p> <p>Relevant Experience: 27 Years</p>	<p><b>Stanton Community Schools</b> <i>Facility and Energy Improvement Project</i></p> <p>Mike Sieh Superintendent (402) 439-2233 msieh@esu8.org Year completed: 2016</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Minden Public Schools</b> <i>High School Addition Project</i></p> <p>James Widdifield Superintendent (308) 832-2440 james.widdifield@mindenwhipets.org Year completed: 2015</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>	<p><b>Pierce Public Schools</b> <i>Turnkey Facility Improvement Project</i></p> <p>Kendall Steffensen Superintendent (402)329-6217 kendallsteffensen@piercebluejays.org Year completed: 2019</p> <p><i>No equipment provided on this project was manufactured by team member's company</i></p>



**JACOB  
HURLA**  
PRESIDENT

**PROFILE**

Jacob founded Community Building Solutions in 2018. He aspired to build a product-neutral and supplier-independent company with the resources, capabilities, and commitment to deliver high-quality facility-improvement projects to smaller and rural public-sector customers throughout the Midwest. His team has consistently delivered these higher-quality projects while saving customers millions of dollars in implementation cost compared to large, multi-national companies.

**CONTACT**

PHONE:  
785.580.3014

EMAIL:  
[jhurla@communitybuildingsolutions.com](mailto:jhurla@communitybuildingsolutions.com)

MAIL:  
233 S 13<sup>th</sup> Street, Ste. 1100  
Lincoln, NE 68508

**PROFESSIONAL EXPERIENCE**

**Community Building Solutions**  
*President August 2018 – Present*  
Educate clients on the intricacies of the turnkey facility improvement process and successfully manage engineering, design, construction, commissioning, and M&V project teams.

**360 Energy Engineers/Willdan**  
*Nebraska Director of Business Development 2015 – 2018*  
Identify K-12 clients to pursue turnkey facility improvement projects and successfully manage the sales process from project development through project installation.

**PROJECT HISTORY**

<b>Kimball County (NE)</b> <i>Project Lead</i>	<b>\$575,350</b> <i>March 2023</i>
<b>Kimball (NE) Public Schools</b> <i>Project Lead</i>	<b>\$2,835,355</b> <i>March 2022</i>
<b>Creek Valley (NE) Public Schools</b> <i>Project Lead</i>	<b>\$1,031,988</b> <i>April 2021</i>
<b>Chambers (NE) Public Schools</b> <i>Project Lead</i>	<b>\$251,653</b> <i>February 2021</i>
<b>Battle Creek (NE) Public Schools</b> <i>Project Lead</i>	<b>\$1,070,786</b> <i>March 2020</i>
<b>Garden County (NE)</b> <i>Project Lead</i>	<b>\$284,043</b> <i>March 2020</i>
<b>Superior (NE) Public Schools</b> <i>Project Lead</i>	<b>\$679,420</b> <i>October 2019</i>
<b>Pierce (NE) Public Schools</b> <i>Project Lead</i>	<b>\$1,218,541</b> <i>December 2018</i>
<b>Creighton (NE) Public Schools</b> <i>Project Lead</i>	<b>\$3,400,000</b> <i>October 2016</i>
<b>O'Neill (NE) Public Schools</b> <i>Project Lead</i>	<b>\$3,932,764</b> <i>November 2015</i>

**EDUCATION**

<b>University of Northern Iowa</b> <i>B.A., Marketing</i>	<i>Jan. 2014 – May 2015</i>
<b>Texas Tech University</b>	<i>June 2013 – Dec. 2013</i>
<b>Butler Community College</b>	<i>June 2011 – May 2013</i>



# DANNY VANDOREN, PE

## DESIGN LEAD

### PROFILE

Danny is a registered Professional Engineer in Nebraska and five additional Midwest states. With 25 years of design, project management, and commissioning experience, Danny is well positioned to lead development of all of CB Solutions' facility improvement projects.

### CONTACT

PHONE:  
573.202.9766

EMAIL:  
dvandoren@farris-usa.com

MAIL:  
12700 W. Dodge Road  
Omaha, NE 68154

## PROFESSIONAL EXPERIENCE

**Community Building Solutions**  
*Design Lead* 2018– Present  
Danny leads all aspects of project design for each of Community Building Solutions' turnkey facility-improvement projects since joining our team in 2018. Danny works to understand client goals and objectives, develops bid packages, and supports installation.

**Farris Engineering**  
*Mechanical Engineer* 2006– Present  
Builds energy models for selected client facilities to determine savings opportunities, fully designs new HVAC and controls systems, and develops specifications and bid packages. Serves as commissioning engineer to verify and optimize performance.

## PROJECT HISTORY

<b>Kimball (NE) Public Schools</b> <i>Design Lead</i>	<b>\$2,835,355</b> <i>March 2022</i>
<b>Creek Valley (NE) Public Schools</b> <i>Design Lead</i>	<b>\$1,031,988</b> <i>April 2021</i>
<b>Chambers (NE) Public Schools</b> <i>Design Lead</i>	<b>\$251,653</b> <i>February 2021</i>
<b>Battle Creek (NE) Public Schools</b> <i>Design Lead</i>	<b>\$1,070,786</b> <i>March 2020</i>
<b>Garden County (NE)</b> <i>Design Lead</i>	<b>\$284,043</b> <i>March 2020</i>
<b>Superior (NE) Public Schools</b> <i>Design Lead</i>	<b>\$679,420</b> <i>October 2019</i>
<b>Pierce (NE) Public Schools</b> <i>Design Lead</i>	<b>\$1,218,541</b> <i>December 2018</i>
<b>Stanton (NE) Public Schools</b> <i>Design Lead</i>	<b>\$1,000,000</b> <i>May 2016</i>
<b>Central (Columbus NE) Community College</b> <i>Commissioning Lead</i>	<b>\$100,000</b> <i>December 2015</i>

## EDUCATION & CERTIFICATIONS

**University of Missouri S&T** *May 1998*  
*B.S., Mechanical Engineering*  
**Professional Engineer**  
**LEED Accredited Professional**  
**Qualified Commissioning Process Provider**



# MICHAEL WALLACE, PE

## ELECTRICAL LEAD

### PROFILE

Michael is a registered Professional Engineer in Nebraska and eight additional Midwest states. With nearly 30 years of experience designing electrical power distribution, lighting, security, fire alarm, life safety, and communications technology systems, Michael works closely with our project Design Lead and other members of the design team to create a seamless process and quality project.

### CONTACT

PHONE:  
402.330.5900

EMAIL:  
[mwallace@farris-usa.com](mailto:mwallace@farris-usa.com)

MAIL:  
12700 W. Dodge Road  
Omaha, NE 68154

## PROFESSIONAL EXPERIENCE

### Community Building Solutions

*Design Lead* *2018– Present*  
Michael leads the electrical system design for Community Building Solutions’ projects. Michael works hand-in-hand with the Mechanical Engineer to determine electrical capacity requirements and calculate load for added power on HVAC and other system components.

### Farris Engineering

*Mechanical Engineer* *2005 – Present*  
Fully designs new electrical, lighting, security, fire and related systems. Develops detailed drawings, performance specifications and bid packages.

## PROJECT HISTORY

<b>Kimball (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$2,835,355</b> <i>March 2022</i>
<b>Creek Valley (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$1,031,988</b> <i>April 2021</i>
<b>Chambers (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$251,653</b> <i>February 2021</i>
<b>Battle Creek (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$1,070,786</b> <i>March 2020</i>
<b>Garden County (NE)</b> <i>Electrical Lead</i>	<b>\$284,043</b> <i>March 2020</i>
<b>Superior (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$679,420</b> <i>October 2019</i>
<b>Pierce (NE) Public Schools</b> <i>Electrical Lead</i>	<b>\$1,218,541</b> <i>December 2018</i>
<b>Grand Forks (ND) Air Force Base</b> <i>Electrical Lead</i>	<b>\$2,600,000</b> <i>April 2016</i>
<b>Central (Hastings NE) Community College</b> <i>Electrical Lead</i>	<b>\$100,000</b> <i>December 2015</i>

## EDUCATION & CERTIFICATIONS

**Kansas State University** *May 1993*  
*B.S., Architectural Engineering*

### Professional Engineer

**Society of American Military Engineers**

**Building Industry Consulting Service  
International Certification**



# MARV ELLIS

## CONSTRUCTION OVERSIGHT

### PROFILE

Marv is a construction administration professional with over 35 years of experience overseeing all aspects of construction and renovation projects for K-12 school districts and other public-sector customers. Marv supports the design and construction teams to ensure project quality.

### CONTACT

PHONE:  
573.202.9766

EMAIL:  
mellis@farris-usa.com

MAIL:  
12700 W. Dodge Road  
Omaha, NE 68154

## PROFESSIONAL EXPERIENCE

**Community Building Solutions**  
*Construction Oversight* *2018 – Present*  
Marv supports project installation for Community Building Solutions' projects. He works with the Project Lead, Design Lead, and other team members to highlight best practices, identify constructability challenges, and ensure project quality.

**Farris Engineering**  
*Construction Manager* *2005 – Present*  
Establishes and maintains a tracking system for all project construction records. Reviews contractors' documents, maintains project organization, and ensures ongoing and effective customer communication.

## PROJECT HISTORY

<b>Kimball (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$2,835,355</b> <i>March 2022</i>
<b>Creek Valley (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$1,031,988</b> <i>April 2021</i>
<b>Chambers (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$251,653</b> <i>February 2021</i>
<b>Battle Creek (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$1,070,786</b> <i>March 2020</i>
<b>Garden County (NE)</b> <i>Construction Oversight</i>	<b>\$284,043</b> <i>March 2020</i>
<b>Superior (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$679,420</b> <i>October 2019</i>
<b>Pierce (NE) Public Schools</b> <i>Construction Oversight</i>	<b>\$1,218,541</b> <i>December 2018</i>
<b>Omaha Public Schools</b> <i>Construction Manager</i>	<b>\$16,000,000</b> <i>June 2014</i>
<b>Minden (NE) Public Schools</b> <i>Construction Manager</i>	<b>\$4,000,000</b> <i>October 2013</i>

## EDUCATION

**University of Nebraska, Omaha** *1983*  
*B.S., Construction Engineering*

## C. OTHER RELEVANT INFORMATION (20%)

Community Building Solutions is an independent consulting firm structured to provide high-quality, cost-effective turnkey facility-improvement projects to public schools and other entities. This section provides relevant information about work we subcontract, the structure of our contract, our approach to obtaining financing for our public sector customers, and our autonomy from product manufacturers or vendors.

### **(1) Subcontracted Work**

CB Solutions will assemble a team of subcontractors specifically to provide high-quality, cost-effective facility improvements to Bayard Public Schools. Key members of this team may have played key roles in the successful projects at Creek Valley, Kimball, Kimball County, Pierce, Creighton and Battle Creek. The contractors will be selected because they were more capable of delivering a cost-effective installation for this particular project, and because they are based locally, thereby maximizing the value of this project to the local community. Collectively, this team will be the most local, experienced, qualified, and cost-effective team of subcontractors available to Bayard Public Schools.

### **(2) Energy Financing Contract**

The proposed contract document is included at the end of this proposal as Appendix A: Energy Financing Contract. This contract document has been utilized by numerous public entities in the State of Nebraska, including 20 school districts. As such, the document has undergone repeated legal review, and been found to be an appropriate contract representing the interests of all parties. Additional contract review can occur, at the district's discretion, prior to executing the signed agreement.

### **(3) Contract Structure**

The proposed contract is a performance contract, enabled under Nebraska Revised Statute 66-1062 to 66-1066. Project Manager Jacob Hurla has extensive experience managing projects under this structure to ensure compliance with 66-1062 to 66-1066.

This statute was designed uniquely from other states' performance contracting legislation. It provides customers such as Bayard Public Schools with protections that enable them to select the firm that can deliver the best project and best value, without concern about the size or financial resources of the organization. Some key characteristics of the project under the contractual structure enabled by this legislation include:



- The project is delivered on a “turnkey” basis, meaning CB Solutions serves as the prime, or general, contractor. All work performed under the contract is the responsibility of CB Solutions, including the procurement and management of all installation subcontractors.
- The energy, maintenance, and cost-avoidance savings are guaranteed. The energy savings, by state statute, must be reviewed by an independent engineer hired independently by the school district. In addition, CB Solutions will be required to obtain an energy-savings bond, ensuring the district will receive payment for any shortfall in energy savings.
- Annual savings (including energy, maintenance, and cost avoidance) calculated will exceed the annual payments.
- Project financing will occur under a separate contract. D.A. Davidson, as noted in the following section, will manage the financing procurement to ensure the best rates and terms for Bayard Public Schools.

This contract structure has been utilized effectively in the State of Nebraska for more than 15 years. Given the nature of the facility improvements desired by Bayard Public Schools, coupled with the desire for project financing, it is the optimal structure for obtaining timely, high-quality, cost-effective facility improvements.

#### (4) Approach to Project Financing

Community Building Solutions provides its public-sector customers with the best financing rates and terms available on the market. This is accomplished by partnering with the most experienced, effective firm operating in Nebraska, D.A. Davidson, which markets the district's project to financing firms to obtain competitive financing offers. The project financing is offered to both local banks and national lenders, ensuring local institutions have the opportunity to participate, while balancing the district's need to minimize long-term payments.

D.A. Davidson has more than 80 years of experience providing financial consulting and investment services. The acquisition of Smith Hayes expanded the firm's presence in Nebraska, which includes finance experts at six branches from Omaha to Columbus. They have underwritten 470 municipal bonds totaling \$4,.5 billion in Nebraska over the past five years.

- a. CB Solutions does not provide financing using in-house resources.

#### (5) Equipment Affiliations

Community Building Solutions does not manufacture, distribute, or sell any equipment that will be considered for use in this project. As a result, our interests align fully with those of Bayard Public Schools.

Equipment selections will be made in the best interest of Bayard Public Schools. The specific criteria that will be used in selecting equipment for this project include (but are not necessarily limited to):

- 1) Comfort for building occupants
- 2) Competitive installation cost
- 3) Ease of maintenance
- 4) Familiarity and availability to local contractors

#### Financing Options

*The district has the ability to utilize a low-interest lease purchase agreement in order to fund the upcoming facility improvement project. CB Solutions does not profit if the school decides to finance a project.*

## D. PRELIMINARY SCOPE OF WORK (35%)

Project Manager Jacob Hurla has spent five months working with the district administration, school board, building operators, and occupants to fully understand the district's challenges and priorities. He has also spent time developing cost-effective solutions to overcome those challenges and achieve those priorities. Finally, CB Solutions' financial structure makes us uniquely capable of delivering project pricing that is in line with the value that Bayard Public Schools will receive from its facility improvement project.

The Preliminary Engineering Audit developed by Community Building Solutions is included on the following pages. Items such as energy usage, energy savings, and maintenance savings are negligible and were not included in the preliminary analysis. As required by statute, these will be evaluated during the final design and submitted to the third-party engineer for review and approval.



BAYARD  
ELEMENTARY  
SCHOOL

**Bayard Public Schools**  
Preliminary Engineering Audit

March 6, 2023

**Jacob Hurta**  
President

[jhurta@communitybuildingsolutions.com](mailto:jhurta@communitybuildingsolutions.com)  
785.580.3014



# **Preliminary Engineering Audit**

## Overview of Agenda

### **HVAC Systems**

- Existing HVAC
- Proposed Option #1 – Packaged RTUs
- Proposed Option #2 – Variable Refrigerant Flow

### **Lighting Systems**

- Existing Lighting
- Proposed Lighting

### **Window Systems**

- Existing Windows
- Proposed Windows

### **Financial Overview**

- Turnkey Project Costs

### **Project Timeline**

- Recommended Next Steps

# Preliminary Engineering Audit

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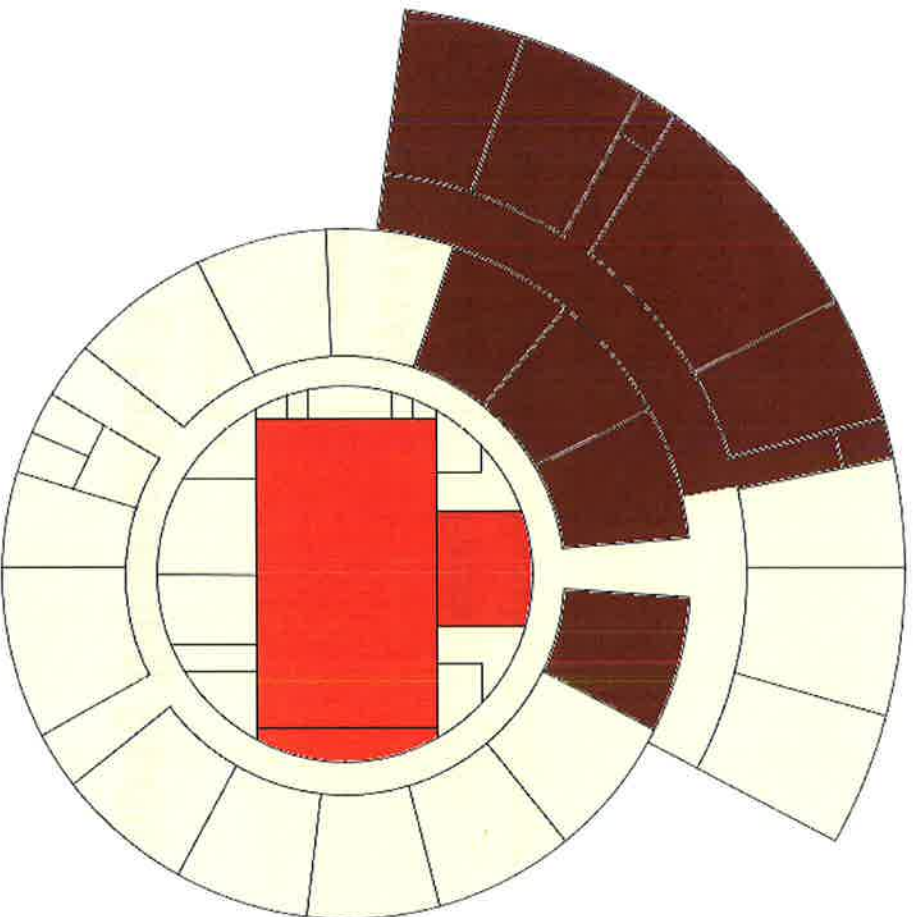
- Turnkey Project Costs

### Project Timeline

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# Existing HVAC

## 2-Pipe Hot Water System

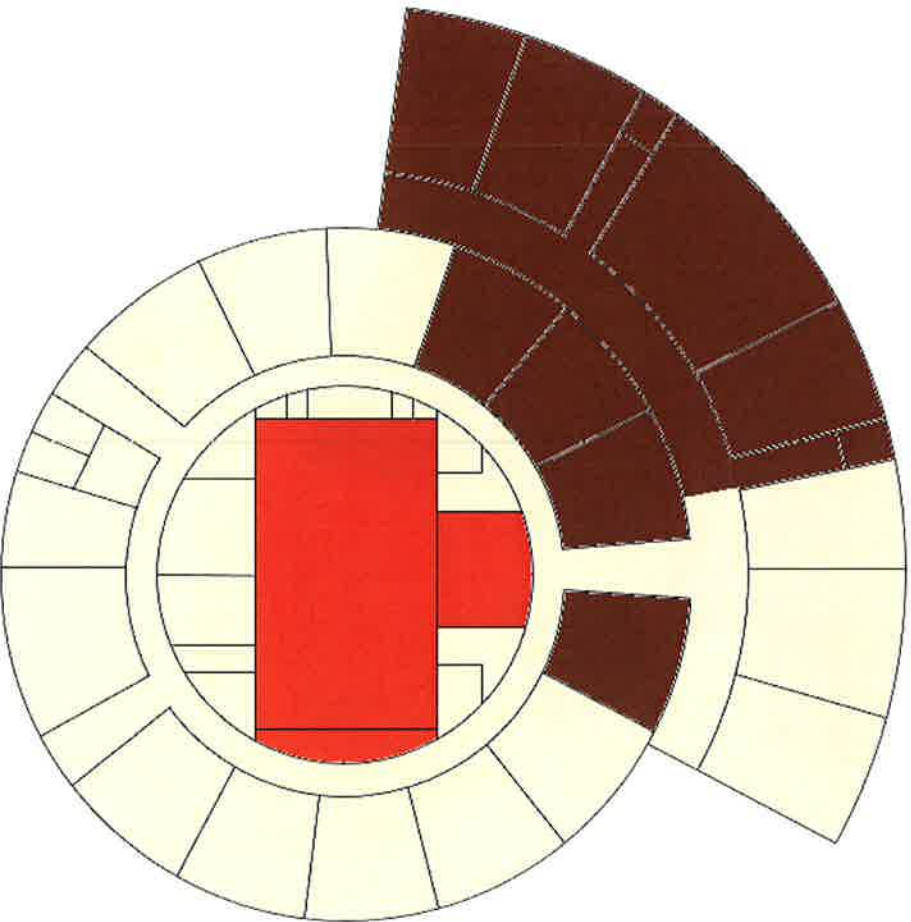


- 1986 boiler ceased functioning last year
- 1996 boiler past 25-year service life
- Original fan coil units and unit ventilators included a chiller
- Window air conditioning units
- Make-up air units provide ventilation air
- Pneumatic controls
- Original hydronic piping



## Existing HVAC

■ Packaged Rooftop Units

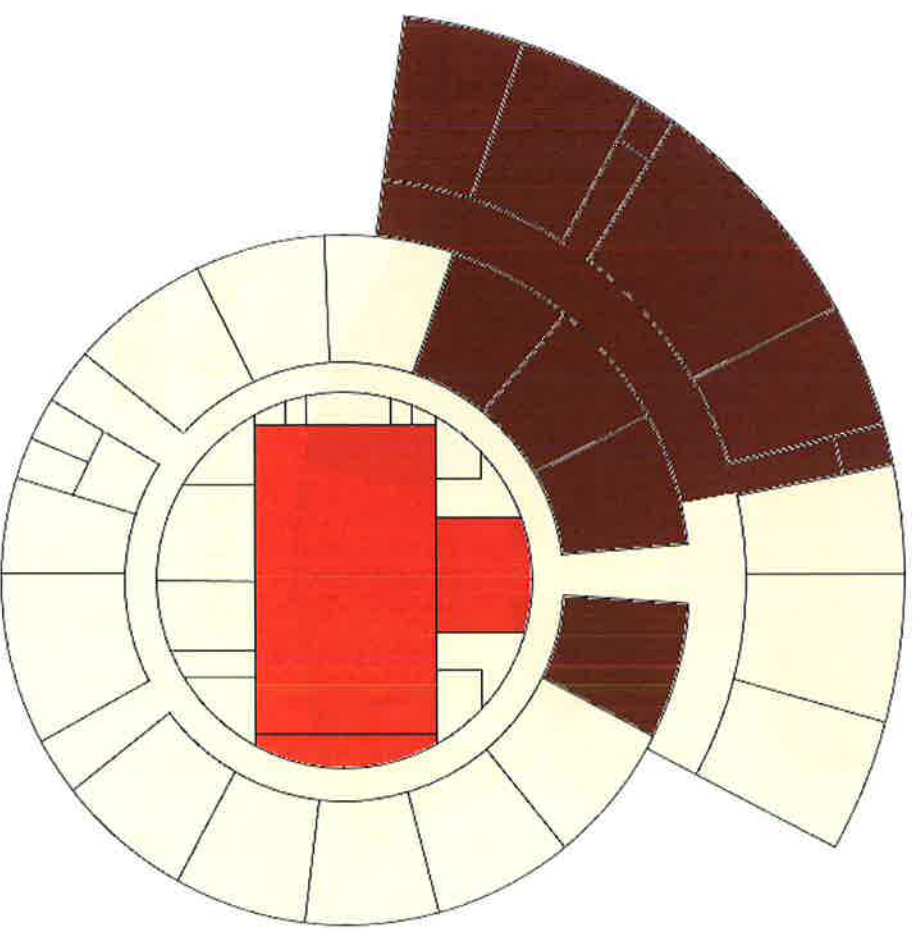


- Installed in 2009 with addition
- All units functional
- Provide adequate heating and cooling
- Units approaching service life of 15 years
- RTUs added to rooms on original construction because those spaces no longer had exterior exposure to accommodate window a/c units



## Existing HVAC

■ Cooling-Only Split Systems



- Intent is to use hot water heat from central plant
- Gym AHU has been non-functional for ~5 years
- Four gym cooling units non-functional for ~5 years
- Kitchen cooling unit is aged but operational
- Gym has received insufficient heating from surrounding spaces on most extreme days
- Gym has no fresh air or temperature controls



# Preliminary Engineering Audit

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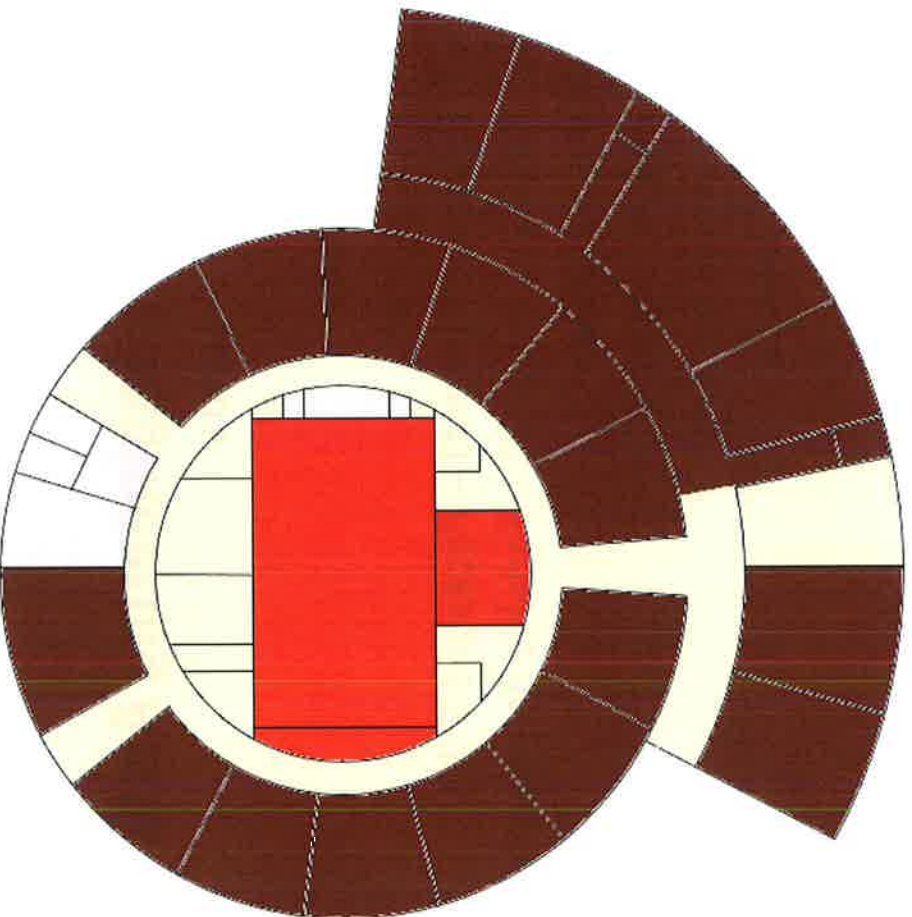
- Turnkey Project Costs

### Project Timeline

- Recommended Next Steps

## HVAC Approach #1 – Packaged RTUs

■ New Packaged Rooftop Units

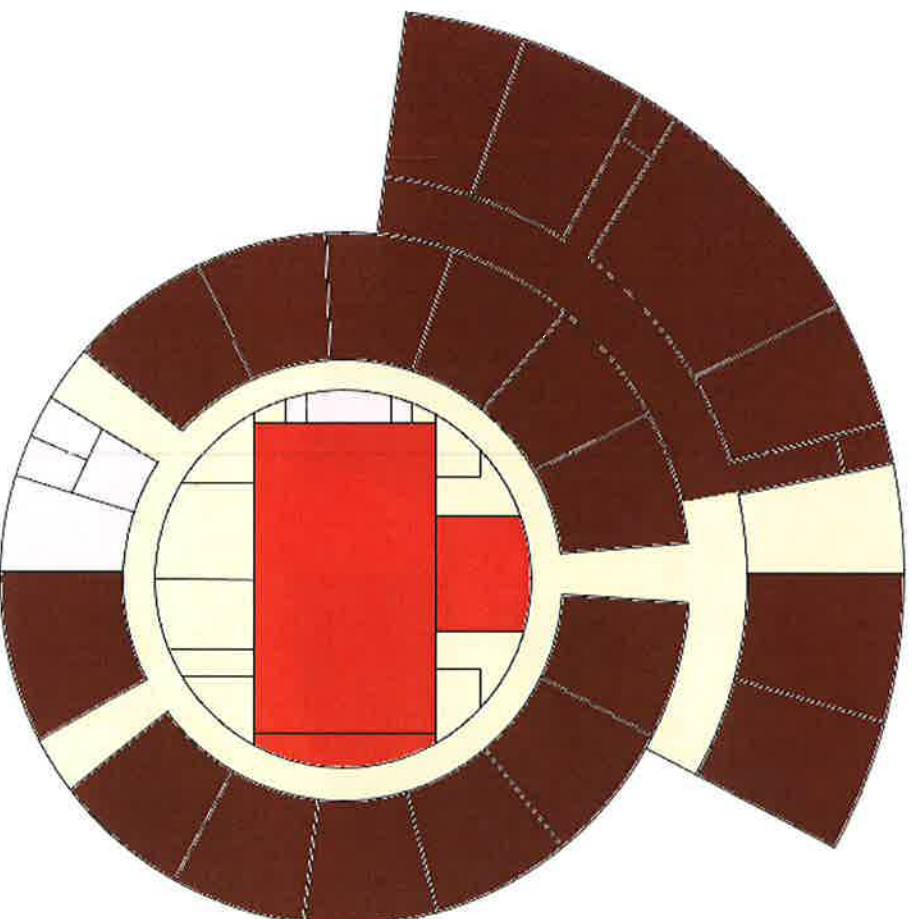


- Units to be located on roof
- Structural reinforcement provided as required
- Electric service upgrade to meet capacity need
- Nine existing RTUs to be replaced on one-for-one basis
- 11 new RTUs to be sized to meet space loads
- Existing makeup air unit ductwork to be reused to reduce costs
- Internet-based smart HVAC controls on units



# HVAC Approach #1 – Packaged RTUs

## Ductless Split Systems

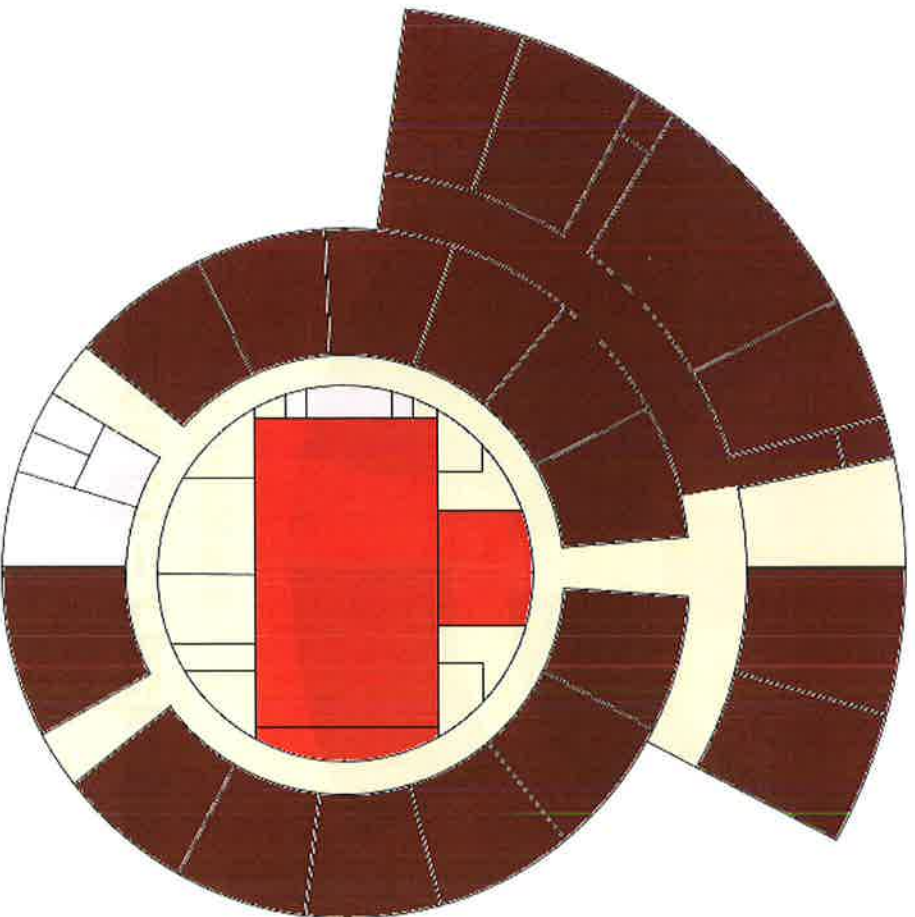


- Units installed in drop ceilings or mounted to wall
- Condensing units located on roof, ground or suspended
- Each unit provides independent temperature control
- Units suited for small spaces that require both heating and cooling
- Ideal combination of comfort and cost effectiveness for these spaces



## HVAC Approach #1 – Packaged RTUs

■ Heating and Cooling Split Systems

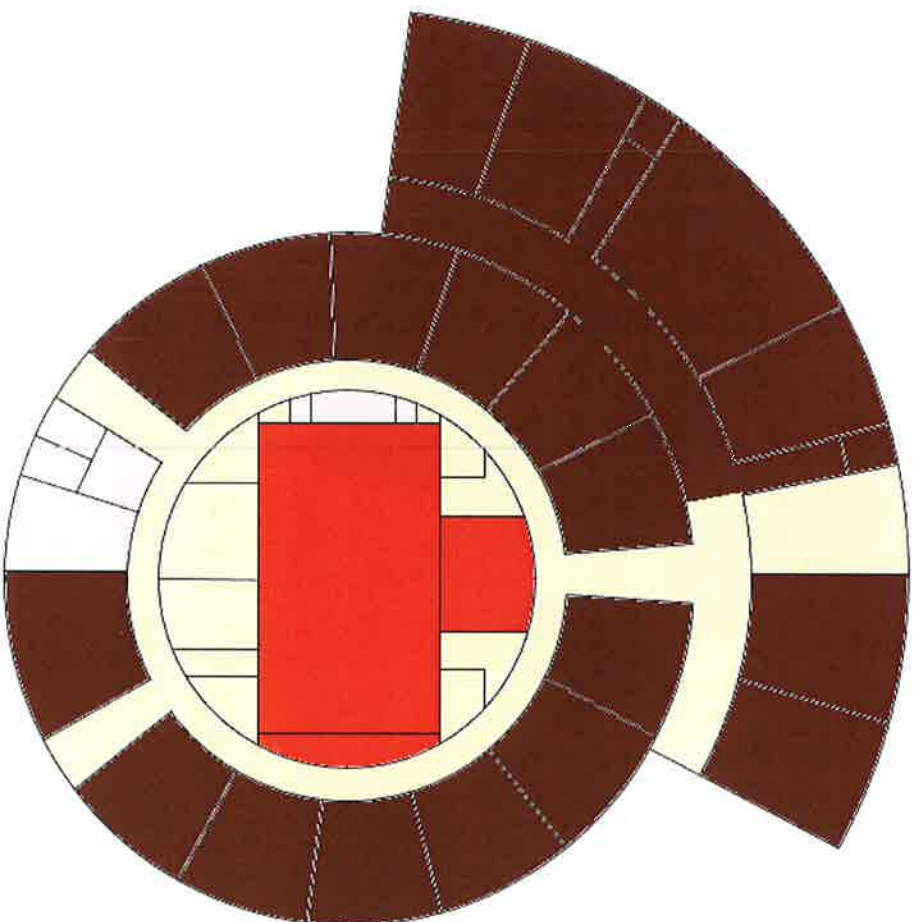


- Natural gas-fired furnaces
- Five units replaced on one-for-one basis
- Replaces cooling-only splits and boiler heat
- Natural gas piping expansion
- Internet-based smart HVAC controls on units



# HVAC Approach #1 – Packaged RTUs

Unit Heaters

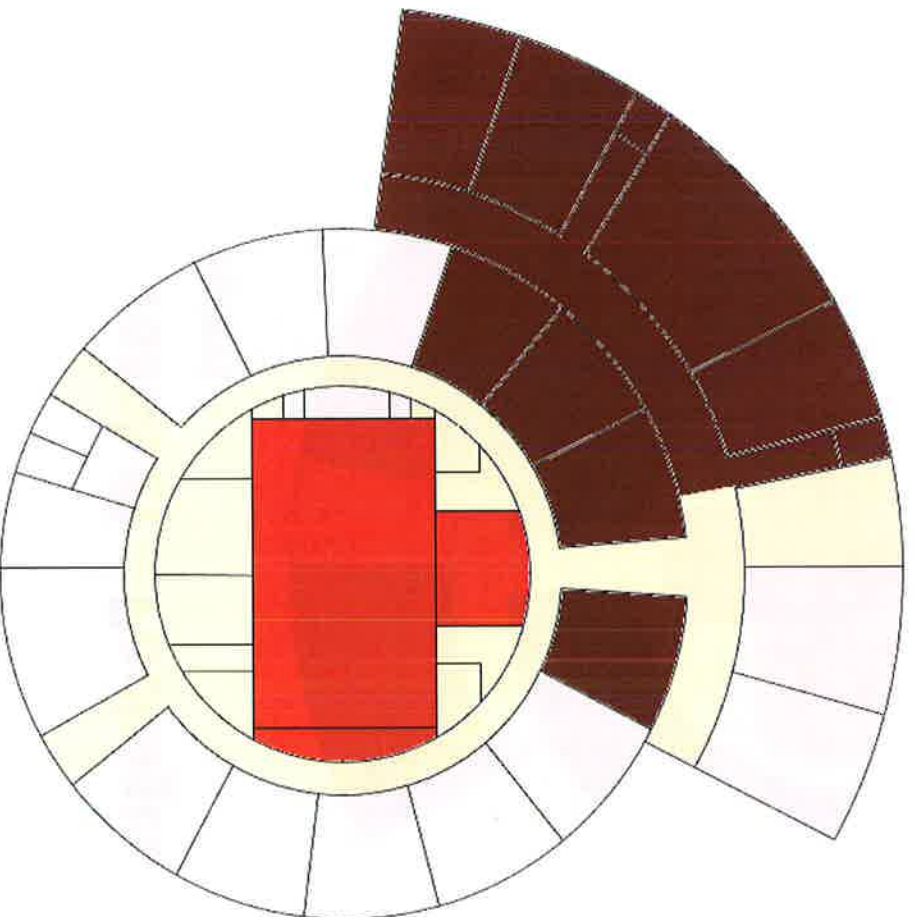


- Gas or electric unit heaters
- Provide heat only
- Spaces do not require cooling due to transient occupancy
- No ventilation air required
- Unit heaters provide heat cost effectively
- Gas/electric determination to be made based on cost

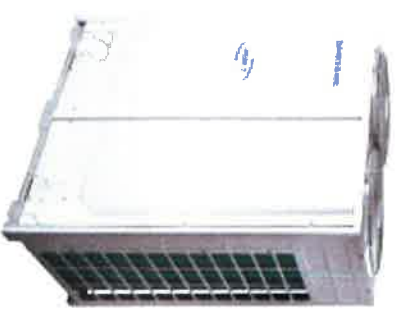


# HVAC Approach #2 – VRF

## Variable Refrigerant Flow Units

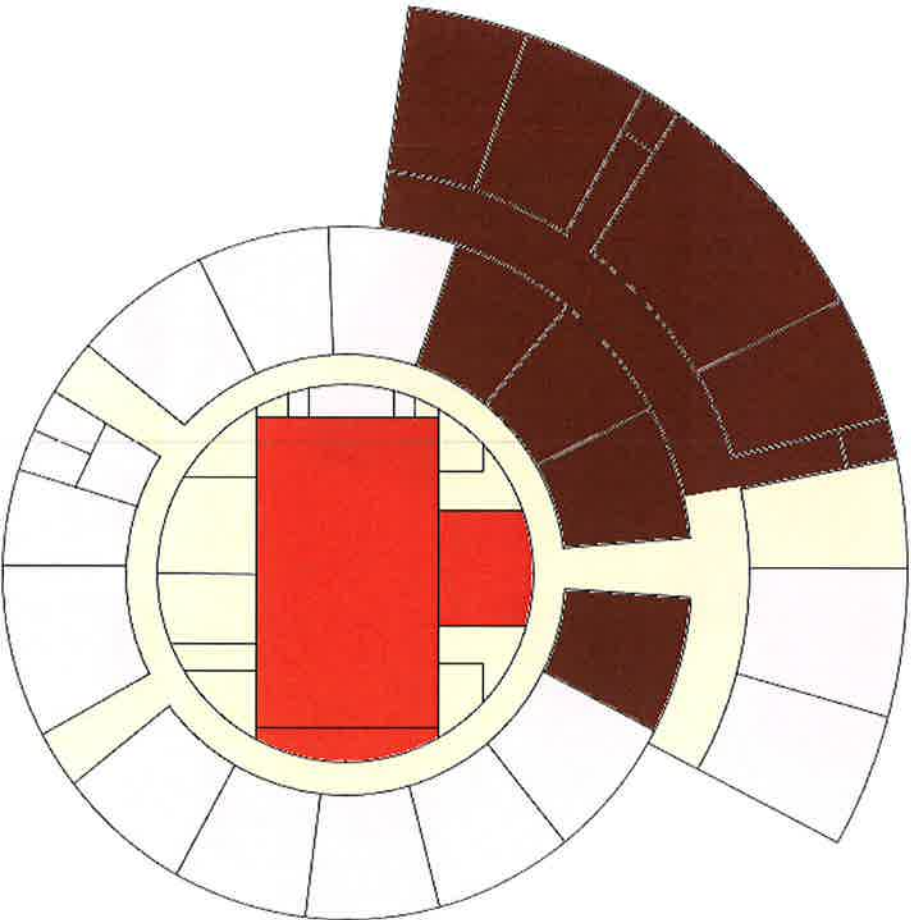


- Spaces will have independent heating and cooling control
- System operates as heat pumps
- Efficiently shares heat between spaces
- Outdoor air system installed using existing infrastructure
- Units installed in drop ceilings or mounted to wall
- Electric service upgrade to meet capacity need
- Condensing units located on roof or ground



## HVAC Approach #2 – VRF

■ New Packaged Rooftop Units

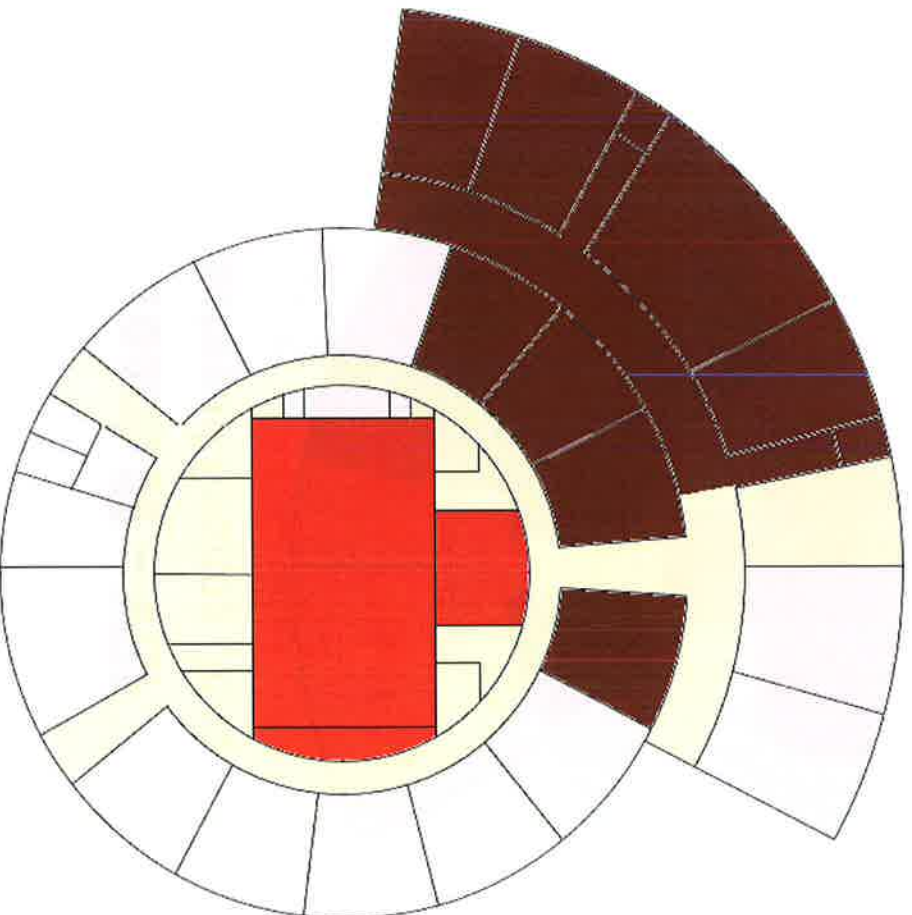


- Units to be located on roof
- Nine existing RTUs to be replaced on one-for-one basis
- Internet-based smart HVAC controls on units



## HVAC Approach #2 – VRF

■ Heating and Cooling Split Systems

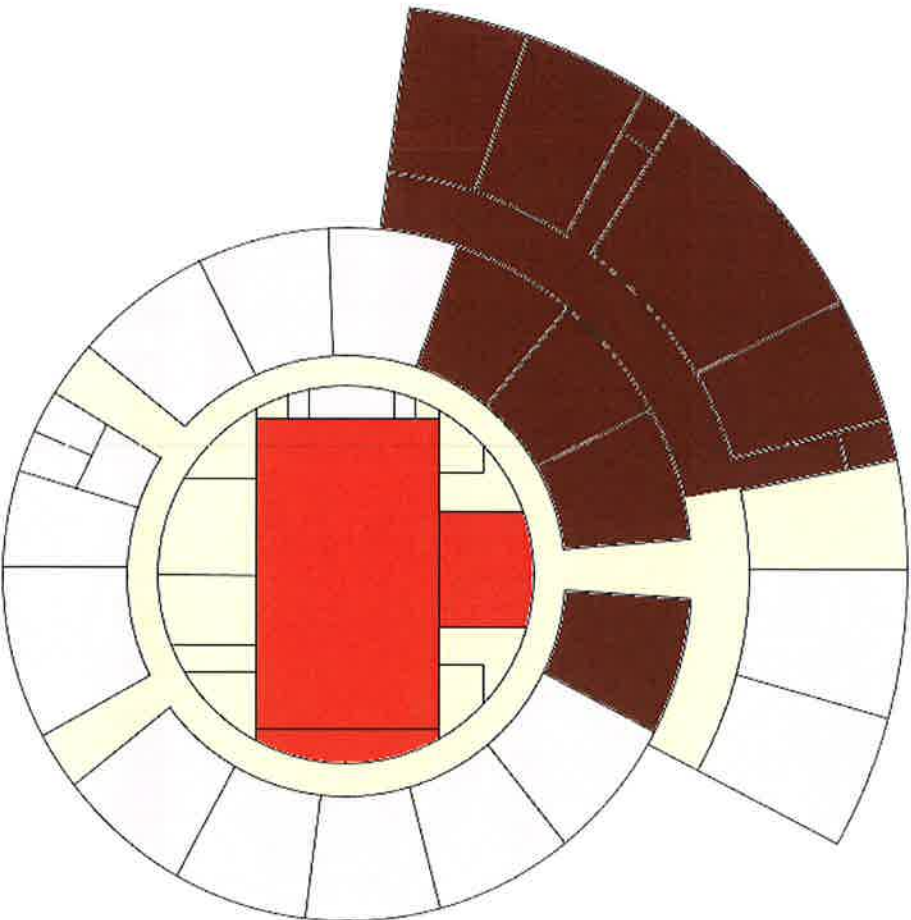


- Natural gas-fired furnaces
- Five units replaced on one-for-one basis
- Replaces cooling-only splits and boiler heat
- Natural gas piping expansion
- Internet-based smart HVAC controls on units



## HVAC Approach #2 – VRF

Unit Heaters



- Gas or electric unit heaters
- Provide heat only
- Spaces do not require cooling due to transient occupancy
- No ventilation air required
- Unit heaters provide heat cost effectively
- Gas/electric determination to be made based on cost



# Preliminary Engineering Audit

## Overview of Agenda

### HVAC Systems

- Existing HVAC
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- Existing Lighting
- Proposed Lighting

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### Financial Overview

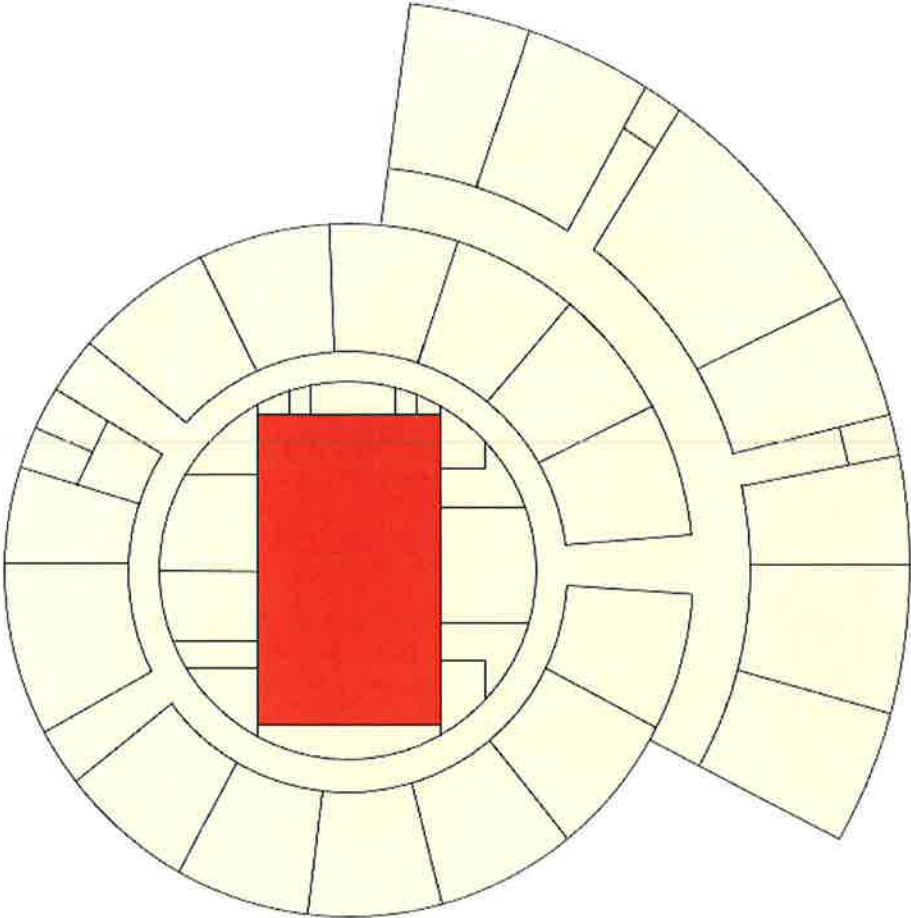
- Turnkey Project Costs

### Project Timeline

- Recommended Next Steps

# Existing Lighting

T8 fluorescent fixtures

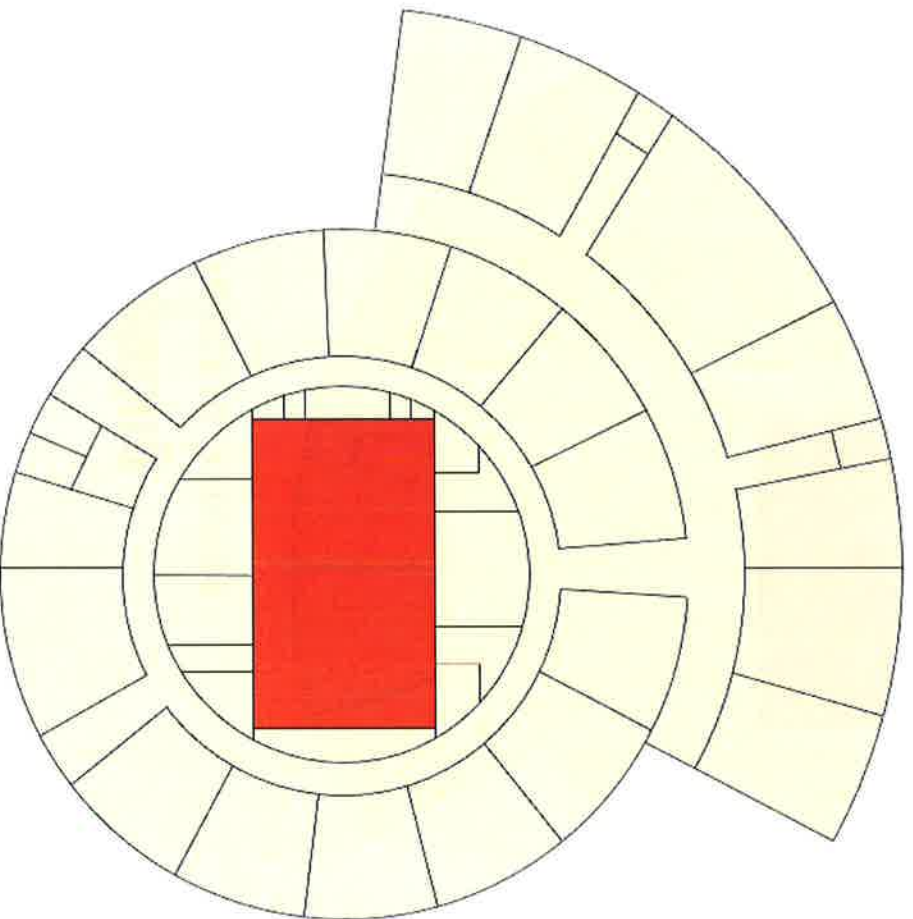


- Installed as part of 1968 construction
- Use electronic ballasts, which are prone to failure and create flicker
- Many different color temperatures
- Lamps use 2-3 times the energy modern LED lights utilize
- Most classrooms use recessed troffers in drop ceilings
- Hallways, kitchen, many other areas have fixtures mounted on top of the drop ceiling



## Existing Lighting

■ High Bay UFO LED Fixtures

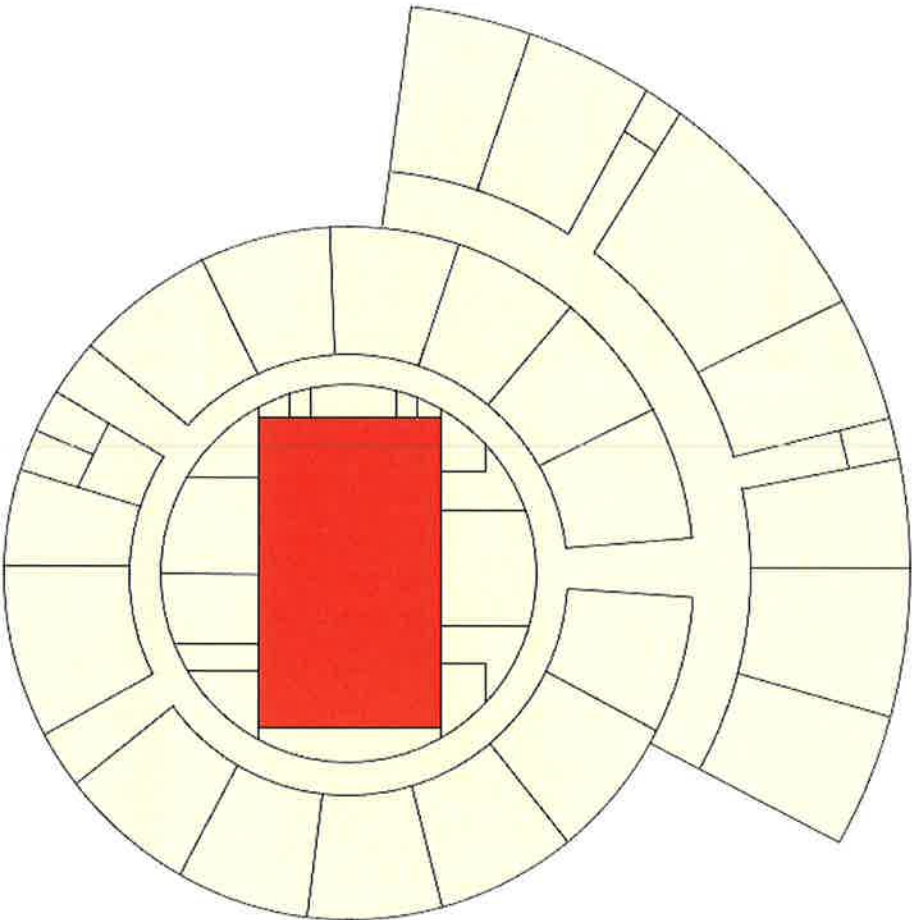


- Installed within past few years for modern look and efficiency
- Use ~50% less energy than previous fixtures
- Require less maintenance
- Gym lights operate from existing panel; no light switch
- District desires looking into adding motions sensors



# Proposed Lighting

## New LED Recessed Panels



- LED panels in areas with drop ceilings
- Recessed troffers removed and replaced with recessed panels
- Surface-mount fixtures replaced with recessed panels
- Consistent color
- Modern appearance
- No ballasts
- Bypass ballasts and install TLED lamps in areas without drop ceilings
- Install motion sensors for gymnasium
- 5-year warranty on all new lights



# **Preliminary Engineering Audit**

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### **Financial Overview**

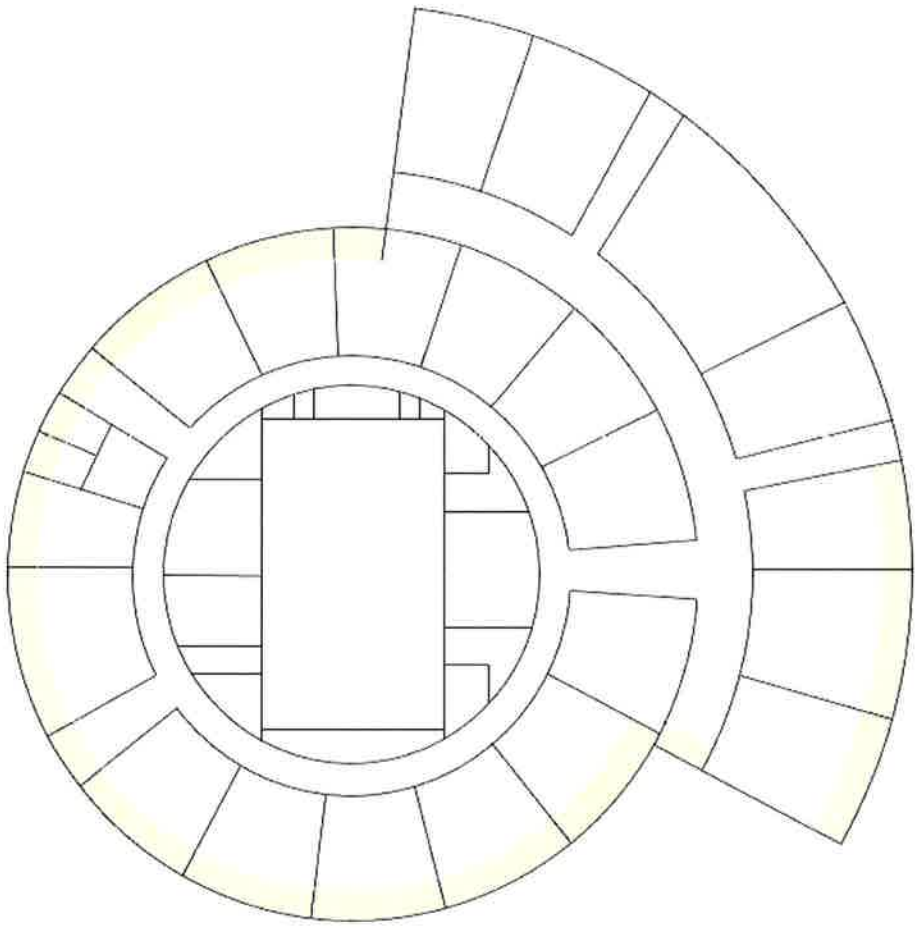
- Turnkey Project Costs

### **Project Timeline**

- Recommended Next Steps

## Existing Windows

Fixed, Single-Pane Aluminum

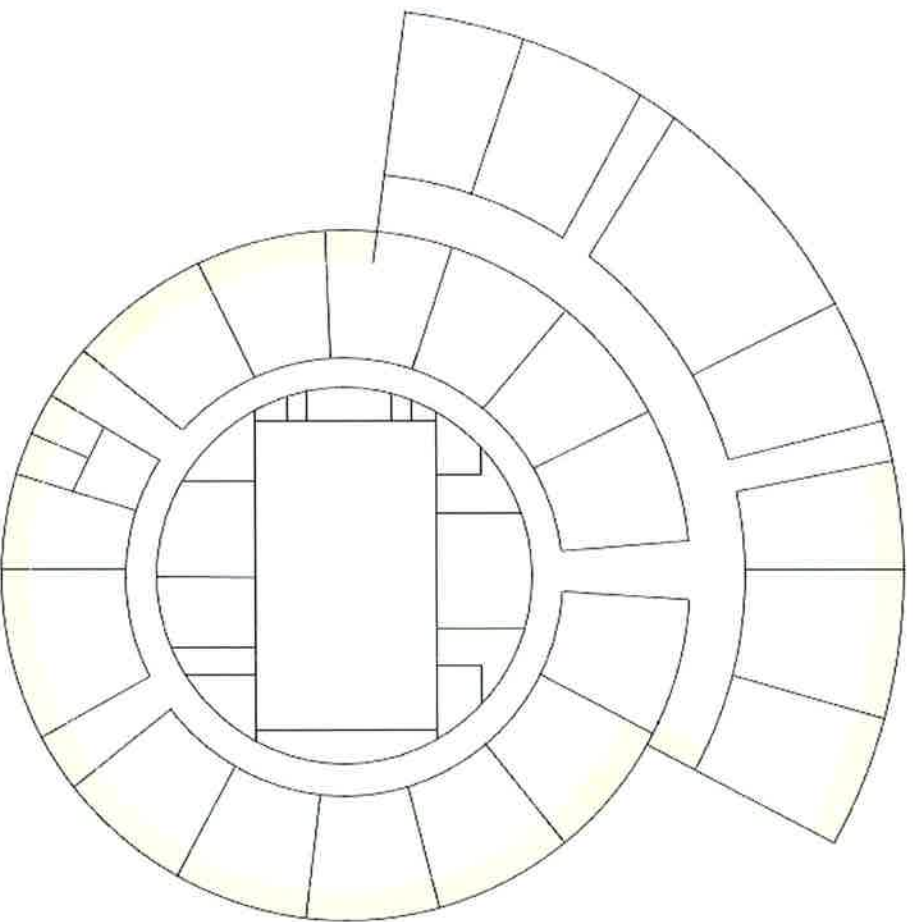


- Installed as part of 1968 construction
- 2 windows for each classroom in general
- Anodized clear aluminum frames
- Inoperable windows creates potential safety hazard
- Drafty/leaky due to age
- Many house window AC units – creates movement over time



# Proposed Windows

## Operable, Double-Pane Aluminum



- Install operable, double-pane low-e aluminum windows
- Install new exterior doors to match
- 1" thick insulated glass
- Improve operability, aesthetics & efficiency
- Replace on 1 for 1 basis
- \*May utilize local installers to match recently updated HS windows



# Preliminary Engineering Audit

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# Financial Overview

## Estimated Turnkey Project Costs – Packaged RTUs

Project Scope	Low-End Cost	High-End Cost
<b>HVAC Upgrades - Option #1 Packaged RTUs</b> Install 11 Packaged RTUs in Place of Existing Boiler Heat & Window AC Replace 5 Existing Split Systems with Natural Gas Furnaces Install Ductless Heat Pumps in Offices and Teacher's Lounge Install Unit Heaters in Boiler Room, Entryways, Restrooms, Hallways <b>HVAC Project Total:</b> Alternate Add: Replace 8 Existing RTUs from 2009	\$500,000 \$100,000	\$575,000 \$150,000
<b>Lighting</b> Upgrade Lighting to LED	\$45,000	\$60,000
<b>Building Envelope</b> Upgrade Original Building Windows & Doors	\$125,000	\$150,000
<b>Proposed Project Total</b>	<b>\$770,000</b>	<b>\$935,000</b>

**Bayard Elementary School**

726 4th Ave

Bayard, NE 69334

**Packaged RTU Option:**

- Install 11 Packaged RTUs
- Install Internet Based Thermostats
- Install Unit Heaters, Ductless Splits, & Replace Splits
- New Exterior Windows
- Replace 8 Existing Packaged RTUs
- Upgrade Lighting to LED Fixtures

**Project Repayment Schedule**

Year	Energy Savings	Maintenance Savings	Total Savings	Payment	Net Savings
2023	\$1,000	\$6,000	\$7,000	\$0	\$7,000
2024	\$1,030	\$6,180	\$7,210	(\$155,538)	(\$148,328)
2025	\$1,061	\$6,365	\$7,426	(\$155,538)	(\$148,112)
2026	\$1,093	\$6,556	\$7,649	(\$155,538)	(\$147,889)
2027	\$1,126	\$6,753	\$7,879	(\$155,538)	(\$147,659)
2028	\$1,159	\$6,956	\$8,115	(\$155,538)	(\$147,423)
2029	\$1,194	\$7,164	\$8,358	(\$155,538)	(\$147,179)
2030	\$1,230	\$7,379	\$8,609	(\$155,538)	(\$146,929)
2031	\$1,267	\$7,601	\$8,867	\$0	\$8,867
2032	\$1,305	\$7,829	\$9,133	\$0	\$9,133
2033	\$1,344	\$8,063	\$9,407	\$0	\$9,407
2034	\$1,384	\$8,305	\$9,690	\$0	\$9,690
2035	\$1,426	\$8,555	\$9,980	\$0	\$9,980
2036	\$1,469	\$8,811	\$10,280	\$0	\$10,280
2037	\$1,513	\$9,076	\$10,588	\$0	\$10,588
2038	\$1,558	\$9,348	\$10,906	\$0	\$10,906
<b>Total</b>	<b>\$20,157</b>	<b>\$120,941</b>	<b>\$141,098</b>	<b>(\$1,088,765)</b>	<b>(\$947,667)</b>

**Project Financing Details**

Estimated Turnkey Project Cost	\$ 900,000
Financing Term	7 Years
Projected Annual Interest Rate	5.0%
Assumed Average Rate of Inflation	4%

**Bayard Elementary School**

726 4th Ave

Bayard, NE 69334

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- Install 11 Packaged RTUs
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2027	\$1,126	\$6,753	\$7,879	(\$95,051)	(\$87,172)
2028	\$1,159	\$6,956	\$8,115	(\$95,051)	(\$86,936)
2029	\$1,194	\$7,164	\$8,358	(\$95,051)	(\$86,693)
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2031	\$1,267	\$7,601	\$8,867	\$0	\$8,867
2032	\$1,305	\$7,829	\$9,133	\$0	\$9,133
2033	\$1,344	\$8,063	\$9,407	\$0	\$9,407
2034	\$1,384	\$8,305	\$9,690	\$0	\$9,690
2035	\$1,426	\$8,555	\$9,980	\$0	\$9,980
2036	\$1,469	\$8,811	\$10,280	\$0	\$10,280
2037	\$1,513	\$9,076	\$10,588	\$0	\$10,588
2038	\$1,558	\$9,348	\$10,906	\$0	\$10,906
<b>Total</b>	<b>\$20,157</b>	<b>\$120,941</b>	<b>\$141,098</b>	<b>(\$665,356)</b>	<b>(\$524,258)</b>

**Project Financing Details**

Estimated Turnkey Project Cost	\$ 550,000
Financing Term	7 Years
Projected Annual Interest Rate	5.0%
Assumed Average Rate of Inflation	4%



# Financial Overview

## Estimated Turnkey Project Costs – Variable Refrigerant Flow (VRF)

Project Scope	Low-End Cost	High-End Cost
<b>HVAC Upgrades - Option #2 VRF</b>		
Install VRF in 11 Classrooms, Offices, and Teacher's Lounge		
Replace 5 Existing Split Systems with Natural Gas Furnaces		
Install Unit Heaters in Boiler Room, Entryways, Restrooms, Hallways		
<b>HVAC Project Total:</b>	<b>\$420,000</b>	<b>\$500,000</b>
Alternate Add: Replace 8 Existing RTUs from 2009	<b>\$100,000</b>	<b>\$150,000</b>
<b>Lighting</b>		
Upgrade Lighting to LED	<b>\$45,000</b>	<b>\$60,000</b>
<b>Building Envelope</b>		
Upgrade Original Building Windows & Doors	<b>\$125,000</b>	<b>\$150,000</b>
<b>Proposed Project Total</b>	<b>\$690,000</b>	<b>\$860,000</b>

# **Preliminary Engineering Audit**

## Overview of Agenda

### **HVAC Systems**

- Existing HVAC
- Proposed Option #1 – Packaged RTUs
- Proposed Option #2 – Variable Refrigerant Flow

### **Lighting Systems**

- Existing Lighting
- Proposed Lighting

### **Window Systems**

- Existing Windows
- Proposed Windows

### **Financial Overview**

- Turnkey Project Costs

### **Project Timeline**

- Recommended Next Steps

## **Project Timeline**

### **Recommended Next Steps**

<b>Date</b>	<b>Event</b>
Feb. 7	Initial Discussion with Bayard PS BOE Facilities Committee
Feb. 7	Conduct Site Assessment of Grade School
February	Complete preliminary assessment and obtain contractor estimates
March 6	Review Proposal with Facilities Committee & Administration; Discuss RFO
March 13	District Approves CB Solutions as partner firm for select upgrades
Mar.-Apr.	CB Solutions develops final project scope and solicits contractor bids
April 20	Review final project with facilities committee
April 25	Special BOE meeting to approve final construction contract
May 1	CB Solutions issues subcontracts and orders equipment
July	Onsite construction begins with weekly update meetings



## APPENDIX A: ENERGY FINANCING CONTRACT

## AGREEMENT FOR AIR QUALITY ENHANCEMENT FACILITY IMPROVEMENTS

This Agreement for Air Quality Enhancement Facility Improvements (the "Agreement") is made and entered into as of this XX day of April, 2023, between Community Building Solutions (CB Solutions), and Bayard Public Schools ("Customer"), for the purpose of installing certain energy, water or other operating cost saving equipment, described in SCHEDULE A (SCOPE OF WORK), and providing other services designed to enhance air quality for the Customer's property and buildings (the "Premises").

### RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and service designed to save costs at said Premises;

WHEREAS, CB SOLUTIONS has made an assessment of the energy consumption characteristics of the Premises and existing equipment;

WHEREAS, Customer desires to retain CB SOLUTIONS to purchase, install and service certain equipment of the type or class described in SCHEDULE A (SCOPE OF WORK), attached hereto and made part hereof and to provide other services for the purpose of achieving cost reductions within Premises, as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and CB SOLUTIONS hereto covenant and agree as follows:

### SECTION 1 ENERGY MANAGEMENT PLAN

Section 1.1 Plan Details: CB SOLUTIONS has completed an Investment Grade Audit of Customer's Premises. A copy of the report resulting from the Investment Grade Audit has been provided to Customer.

Section 1.2 Attachments, Schedules, Exhibits and Appendices: CB SOLUTIONS has prepared the Schedules as set forth below, copies of which are attached hereto and made parts of this Contract by reference.

#### Schedules

SCHEDULE A. SCOPE OF WORK

SCHEDULE B. COMPENSATION TO CB SOLUTIONS

SCHEDULE C. ENERGY SAVINGS GUARANTEE

SCHEDULE D. BASELINE ENERGY CONSUMPTION

SCHEDULE E. SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

SCHEDULE F. ADDITIONAL RESPONSIBILITIES

SCHEDULE G. ADDITIONAL TERMS

#### Exhibits

EXHIBIT 1. CERTIFICATE OF ACCEPTANCE - PROJECT COMPLETION

### SECTION 2 ENERGY USAGE RECORDS AND DATA

Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to CB SOLUTIONS, upon its request, all of its records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current thirty-six (36) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer's financial

statements and records related to energy usage and operations for said 36-month period at said Premises, and shall make agents and employees familiar with such records available for consultations and discussions with CB SOLUTIONS.

### SECTION 3 COMMENCEMENT DATE AND TERMS

- Section 3.1 Commencement Date: The effective date of this agreement is the date of agreement's last signature.
- Section 3.2 Construction and Installation Period: The Construction and Installation Period will be substantially complete no later than Dec. 31, 2023. All heating and cooling systems shall be functional with only minor commissioning and fine-tuning of new systems being finalized.
- Section 3.3 Guarantee Period: Guarantee Period will begin upon submission of the Certificate of Acceptance - Project Completion.

### SECTION 4 PAYMENTS TO CB SOLUTIONS

- Section 4.1 Energy Savings Guarantee: CB SOLUTIONS has formulated the estimated annual level of energy and operations savings to be achieved as a result of the installation and operation of the equipment and provision of services provided for in this Contract, as specified in SCHEDULE A (SCOPE OF WORK), and further described the methodology of savings verification in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE).
- Section 4.2 Annual Review: As per negotiated agreement between customer and CB SOLUTIONS, annual savings will be verified at no cost to Customer at a specific time each year to determine if CB SOLUTIONS guarantee was satisfied. Review of annual savings will be conducted as described in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE).
- Section 4.3 CB SOLUTIONS Compensation and Fees: CB SOLUTIONS's fees and compensation are set forth in SCHEDULE B (COMPENSATION TO CB SOLUTIONS).
- Section 4.4 Billing Information Procedure: Payments due to CB SOLUTIONS shall be calculated each month and paid in accordance with SCHEDULE B (COMPENSATION TO CB SOLUTIONS).
- Section 4.5 Payment: Customer shall pay CB SOLUTIONS within 30 days of receipt of CB SOLUTIONS's application for payment.
- Section 4.6 Effective Date of Payment Obligation: See SCHEDULE B (COMPENSATION TO CB SOLUTIONS).

### SECTION 5 FISCAL FUNDING

- Section 5.1 Non-appropriation of Funds: In the event no Customer or other funds or insufficient Customer or other funds are appropriated and budgeted, and funds are otherwise unavailable by any means whatsoever in any fiscal period for which payments are due CB SOLUTIONS under this Contract, then the Customer will, not less than 30 days prior to the end of such applicable fiscal period, in writing, notify CB SOLUTIONS of such occurrence and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed upon for which Customer and/or other funds shall have been appropriated and budgeted or are otherwise available.

### SECTION 6 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

- Section 6.1 Construction Schedule: Construction and equipment installation shall proceed in accordance with the construction period in SECTION 3 (COMMENCEMENT DATE AND TERMS). A detailed schedule of construction will be submitted to Customer following Commencement of this agreement. This schedule will be updated to reflect ongoing progress on the Project.
- Section 6.2 Systems Startup and Equipment Commissioning: CB SOLUTIONS shall conduct a thorough and systematic performance test of each element and total system of the installed equipment in accordance with the procedures specified in SCHEDULE F.1 (System Start-up & Commissioning) and prior to

acceptance of the project by Customer. CB SOLUTIONS shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by CB SOLUTIONS and/or manufacturers of the equipment. CB SOLUTIONS shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that may be observed during system commissioning procedures.

#### SECTION 7 EQUIPMENT WARRANTIES

CB SOLUTIONS covenants and agrees that all equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. CB SOLUTIONS further agrees to deliver to Customer for inspection and approval; to pursue rights and remedies against manufacturer and supplier of the equipment under the warranties in the event of equipment malfunction or improper or defective function, and defects in parts, workmanship and performance, to notify the Customer whenever defects in equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by CB SOLUTIONS. The cost of any risk of damage or damage to the equipment and its performance, including damage to property and equipment of the Customer or the Premises, due to CB SOLUTIONS's failure to exercise its warranty rights shall be borne solely by CB SOLUTIONS.

All warranties shall be transferable and extend to the Customer. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All warranties required hereunder shall be in force for a minimum of one year, or as otherwise provided by law, from the date the Certificate of Acceptance - Project Completion is received by CB SOLUTIONS.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve CB SOLUTIONS from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

#### SECTION 8 TRAINING BY CB SOLUTIONS

CB SOLUTIONS shall conduct the training program described in SCHEDULE F.9 hereto. The training specified in SCHEDULE F.9 must be completed prior to acceptance of the equipment installation. CB SOLUTIONS shall provide ongoing training whenever requested by Customer with respect to updated or altered equipment, including upgraded software. The fee for such training shall be provided at no charge to the Customer.

#### SECTION 9 PERMITS AND APPROVALS; COORDINATION

Section 9.1 Permits and Approvals: Customer shall use its best efforts to assist CB SOLUTIONS in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall Customer, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by CB SOLUTIONS shall at all times conform to all federal, state and local code requirements. CB SOLUTIONS shall furnish copies of each permit or license which is required to perform the work to the Customer before CB SOLUTIONS commences the portion of the work requiring such permit or license.

Section 9.2 Coordination During Installation: The Customer and CB SOLUTIONS shall coordinate the activities of CB SOLUTIONS's equipment installers with those of the Customer, its employees, and agents. CB SOLUTIONS shall not commit or permit any act which will interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

#### SECTION 10 PERFORMANCE BY CB SOLUTIONS

CB SOLUTIONS shall perform all tasks/phases under the Contract, including construction, and install the Equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the standards set forth in SCHEDULE F.3 (Standards of Comfort). CB SOLUTIONS shall repair and restore to its original condition any area of damage caused by CB SOLUTIONS's performance under this Contract. The Customer reserves the right to review the work performed by CB SOLUTIONS and to direct CB SOLUTIONS to take certain corrective action if, in the opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by CB SOLUTIONS's performance of the work shall be borne by CB SOLUTIONS.

CB SOLUTIONS shall remain responsible for the professional and technical accuracy of all services performed, whether by CB SOLUTIONS or its subcontractors or others on its behalf, throughout the term of this Contract.

#### SECTION 11 OWNERSHIP

Section 11.1 Ownership of Certain Proprietary Property Rights: Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. CB SOLUTIONS shall grant to the Customer a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

Section 11.2 Ownership of Existing Equipment: Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by CB SOLUTIONS pursuant to this Contract. If applicable, CB SOLUTIONS shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within 30 days designate in writing to CB SOLUTIONS which equipment and materials that should not be disposed of off-site by CB SOLUTIONS. It is understood and agreed to by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. CB SOLUTIONS shall be responsible for the disposal of all equipment and materials designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 11.3 New Equipment: All new equipment or materials supplied to the Customer shall become the property of the Customer.

#### SECTION 12 LOCATION AND ACCESS

Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for CB SOLUTIONS to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by CB SOLUTIONS and acceptable to the Customer. CB SOLUTIONS's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

#### SECTION 13 EQUIPMENT SERVICE

Section 13.1 Actions by CB SOLUTIONS: CB SOLUTIONS shall provide all service, repairs, and adjustments to the Equipment Installed under terms of this Contract pursuant to SCHEDULE F.4 (CB SOLUTIONS Maintenance Responsibilities). Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in SCHEDULE B (COMPENSATION TO CB SOLUTIONS), provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, and CB SOLUTIONS can so demonstrate such causal connection, CB SOLUTIONS may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

Section 13.2 Malfunctions and Emergencies: Customer shall use its best efforts to notify CB SOLUTIONS or its designee(s) within 24 hours after the Customer's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.

Section 13.3 Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify CB SOLUTIONS within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the

Equipment. CB SOLUTIONS shall respond or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three business days by written notice to CB SOLUTIONS from Customer. If Customer unreasonably delays in so notifying CB SOLUTIONS of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of SECTION 16 (MATERIAL CHANGES) shall be applied.

Section 13.4 Actions by Customer: Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of CB SOLUTIONS except as set forth in SCHEDULE F.5 (Customer Maintenance Responsibilities). Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify CB SOLUTIONS before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by CB SOLUTIONS. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

#### SECTION 14 UPGRADING OR ALTERING THE EQUIPMENT

CB SOLUTIONS shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

- (i) CB SOLUTIONS complies with the standards of comfort and services set forth in SCHEDULE F.3 (Standards of Comfort) herein;
- (ii) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable CB SOLUTIONS to achieve the energy savings at the Premises and;
- (iii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of CB SOLUTIONS.

All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. CB SOLUTIONS shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 11.1 (Ownership of Certain Proprietary Rights). All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in SCHEDULE A (SCOPE OF WORK) and shall be covered by the provisions and terms of SECTION 6 (CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL).

#### SECTION 15 STANDARDS OF COMFORT

CB SOLUTIONS will maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, hot water, and lighting as described in SCHEDULE F.3 (Standards of Comfort).

#### SECTION 16 MATERIAL CHANGES

Section 16.1 Material Changes Defined: A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the customer, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in SCHEDULE D (BASELINE ENERGY CONSUMPTION) and SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE) by at least 10% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- (i) manner of use of Premises by the Customer; or

- (ii) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- (iii) permanent changes in the comfort and service parameters set forth in SCHEDULE F.3 (Standards of Comfort); or
- (iv) occupancy of the Premises; or
- (v) structure of the Premises; or
- (vi) types and quantity of equipment used at the Premises; or
- (vii) modification, renovation or construction at the Premises; or
- (viii) the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with SCHEDULE F.5 (Customer Maintenance Responsibilities); or
- (ix) any other conditions other than climate affecting energy use at the Premises.

Section 16.2 Reported Material Changes: Notice by Customer: The Customer shall use its best efforts to deliver to CB SOLUTIONS a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least 30 days before any actual or proposed Material Changes is implemented or as soon as is practicable after any emergency or unplanned event. Notice to CB SOLUTIONS of Material Changes which result because of a Bona Fide emergency or other situation which precludes advanced notification shall be deemed sufficient if given by the Customer within 30 hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

Section 16.3 Unreported Material Change: In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in SCHEDULE D (BASELINE ENERGY CONSUMPTION) should not change more than 2% during any month from the projected energy use for that month, after adjustments for changes in climate conditions. Therefore, if energy consumption for any month as set forth in SCHEDULE D (BASELINE ENERGY CONSUMPTION) deviates by more than 2% from the energy consumption of the same month of the preceding contract year after adjustments for changes to climatic conditions, then such deviation shall be timely reviewed by CB SOLUTIONS to ascertain the cause of deviation. CB SOLUTIONS shall report its findings to the customer in a timely manner and CB SOLUTIONS shall determine what, if any adjustments to the baseline will be made in accordance with the provisions set forth in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE) and SCHEDULE D (BASELINE ENERGY CONSUMPTION).

#### SECTION 17 INDEMNIFICATION

Section 17.1 CB SOLUTIONS shall be responsible for (i) any damage to the Equipment or other property on the Premises and (ii) any personal injury where such damage or injury occurs as a result and to the extent of CB SOLUTIONS's negligence or other wrongful conduct in its performance under this Contract.

Section 17.2 CB SOLUTIONS shall save and hold harmless Customer and its officers, agents and employees or any of them from any and all claims, demands, actions or liability of any nature based upon or arising out of CB SOLUTIONS's negligence or other wrongful conduct in any services performed by CB SOLUTIONS, its agents or employees under this Contract.

#### SECTION 18 CONDITIONS BEYOND CONTROL OF THE PARTIES

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of Nature, insurrections or riots, or similar events, this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other.

## SECTION 19 EVENTS OF DEFAULT

Section 19.1 Events of Default by Customer: Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- (i) any failure by Customer to pay CB SOLUTIONS any sum due for a service and maintenance period of more than 30 days after written notification by CB SOLUTIONS that Customer is delinquent in making payment and provided that CB SOLUTIONS is not in default in its performance under the terms of this Contract; or
- (ii) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in thirty days, Customer shall be deemed to have cured default upon the commencement of a cure within thirty days and diligent subsequent completion thereof;
- (iii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made.

Section 19.2 Events of Default by CB SOLUTIONS: Each of the following events or conditions shall constitute an "Event of Default" by CB SOLUTIONS:

- (i) the standards of comfort and service set forth in SCHEDULE F.3 (Standards of Comfort) are not provided due to failure of CB SOLUTIONS to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within 30 days after written notice by Customer to CB SOLUTIONS demanding that such failure be cured, shall be deemed cured for purpose of this Contract. (ii) any representation or warranty furnished by CB SOLUTIONS in this Contract is false or misleading in any material respect when made;
- (ii) failure to furnish and install the Equipment and make it ready for use within the time specified by this Contract as set forth in SCHEDULE A (SCOPE OF WORK) and SECTION 3 (COMMENCEMENT DATE AND TERMS);
- (iii) any failure by CB SOLUTIONS to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Customer to CB SOLUTIONS demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;
- (iv) any lien or encumbrance upon the equipment by any subcontractor, laborer or material man of CB SOLUTIONS;
- (v) the filing of a bankruptcy petition whether by CB SOLUTIONS or its creditors against CB SOLUTIONS which proceeding shall not have been dismissed within 30 days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of CB SOLUTIONS;
- (vi) Failure by CB SOLUTIONS to pay any amount due the Customer or perform any obligation under the terms of this Contract or the Energy Savings Guarantee as set forth in SCHEDULE C (ENERGY SAVINGS GUARANTEE).
- (vii) CB SOLUTIONS is debarred or suspended from performing services on any public contract.

## SECTION 20 DISPUTES

CB SOLUTIONS and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this agreement, including any dispute in the amount of guaranteed saving (collectively, "dispute"), through direct good faith discussion. Any dispute not resolved by discussion shall be resolved in a Nebraska state or federal court having jurisdiction over the matter.

## SECTION 21 REPRESENTATIONS AND WARRANTIES

Each party warrants and represents to the other that:

- (i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

#### SECTION 22 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Customer hereby warrants, represents and promises that it has provided or shall provide timely to CB SOLUTIONS, all records relating to energy usage and energy-related maintenance of Premises requested by CB SOLUTIONS and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects.

CB SOLUTIONS hereby warrants, represents and promises that:

- (i) before commencing performance of this Contract, it shall have become licensed or otherwise permitted to do business in the State of Nebraska;
- (ii) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- (iii) it shall use qualified subcontractors and delegates, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof, and only upon approval of Customer;
- (iv) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

#### SECTION 23 WAIVER OF LIENS

All property of the Customer is exempt from attachment and levy.

#### SECTION 24 COMPLIANCE WITH LAW AND STANDARD PRACTICES

CB SOLUTIONS shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Customer relative to the Premises. CB SOLUTIONS shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

SECTION 25 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties hereto agree that CB SOLUTIONS, and any agents and employees of CB SOLUTIONS, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the Customer.

SECTION 26 NO WAIVER

The failure of CB SOLUTIONS or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of CB SOLUTIONS or Customer.

SECTION 27 SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 28 COMPLETE CONTRACT

This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the parties hereto.

SECTION 29 FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 30 APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Nebraska.

SECTION 31 NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO CB SOLUTIONS:

Community Building Solutions, LLC  
Attention: Jacob Hurla  
233 S 13<sup>th</sup> St., Suite 1100  
Lincoln, NE 68508

TO CUSTOMER:

Bayard Public Schools  
Attention: Rodney Olson  
726 4<sup>th</sup> Avenue.  
Bayard, NE 69334

SECTION 32 CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

Section 32.1 The parties acknowledge and agree that CB SOLUTIONS has entered into this Contract in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on SCHEDULE C (ENERGY SAVINGS GUARANTEE) and SCHEDULE B (COMPENSATION TO CB SOLUTIONS), attached hereto and made a part hereof.

Section 32.2 The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented, and followed by Customer on a regular and continuous basis.

Section 32.3 Customer agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on SCHEDULE F.5 (Customer Maintenance Responsibilities), to be attached hereto and made a part hereof after Customer's approval.

Section 32.4 Customer agrees that CB SOLUTIONS, at no cost to Customer, shall have the right once a month, with prior notice, to inspect Premises to determine if Customer is complying, and shall have complied with its obligations as set forth above in Section 32.3 For the purpose of determining Customer's said compliance, the checklist to be set forth at SCHEDULE F.6 (Facility Maintenance Checklist) as completed and recorded by CB SOLUTIONS during its monthly inspections, shall be used to measure and record Customer's said compliance. Customer shall make the Premises available to CB SOLUTIONS for and during each monthly inspection, and shall have the right to witness each inspection and the recordations on the checklist.

### SECTION 33 HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

### SECTION 34 INSURANCE

CB SOLUTIONS shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- B. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- C. Workers compensation coverage meeting all statutory requirements.
- D. Builder's Risk insurance in an amount not less than the contract sum covering the value of the Project on a replacement cost basis.
- E. Professional liability covering performance of professional services by CB SOLUTIONS, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

The insurance coverages listed above must meet the following additional requirements:

- A. Any deductible or other similar obligation under the policies shall be the sole responsibility of CB SOLUTIONS. The amount of any deductible is subject to approval by Customer.
- B. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by Customer. The policies shall be in form and terms approved by Customer.
- C. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned Customer representative.
- D. CB SOLUTIONS shall furnish a certificate of insurance to the undersigned Customer representative prior to commencement of this Agreement.
- E. Failure to provide insurance as required in this agreement is a material breach of contract entitling Customer to terminate this Agreement immediately.
- F. All insurance policies shall be written on an occurrence basis.
- G. All insurance policies, where applicable, shall name the Customer as an additional insured.
- H. All insurance policies shall contain a blanket waiver of subrogation in favor of Customer on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.
- I. All insurance policies shall be primary and non-contributory to any insurance policies of the Customer and shall apply to both ongoing and completed operations.

#### SECTION 35 PUBLICITY

Customer does not endorse the goods or services of CB SOLUTIONS. Except for listing Customer as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by CB SOLUTIONS without the prior written approval of Customer.

#### SECTION 36 DRUG/ALCOHOL/TOBACCO/WEAPONS FREE WORKPLACE

CB SOLUTIONS and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Customer premises or at Customer related functions. CB SOLUTIONS and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Customer property or at Customer related functions. CB SOLUTIONS and all subcontractors, if any, also shall adhere to all Customer's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Customer premises or at Customer related functions. Failure to comply with this provision may be considered a material breach. Customer may suspend or terminate CB SOLUTIONS, a subcontractor, or both if it violates these laws, regulations, or policies or this provision.

#### SECTION 37 NONDISCRIMINATION

CB SOLUTIONS and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

#### SECTION 38 EMPLOYMENT ELIGIBILITY VERIFICATION

CB SOLUTIONS shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If CB SOLUTIONS employs or contracts with any Subcontractor in connection with this Agreement, CB SOLUTIONS shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### SECTION 39 ENERGY FINANCING CONTRACT REQUIREMENTS

The following information if included and provided as required by Nebraska Revised Statutes 8.231:

- (i) The responsibilities of CB SOLUTIONS in the design, installation, and commissioning of the energy conservation measures selected by Customer are as provided in Schedules A and F and shall conform to all statutes of the State of Nebraska pertaining to engineering design and public health, safety, and welfare
- (ii) The calculated energy cost savings during the contract period attributable to the energy conservation measures to be installed by CB SOLUTIONS are as provided in Schedule C and E.
- (iii) Except for obligations on termination of this Agreement prior to its expiration, payments are to be made over time, within a period not to exceed 15 years after the date of the installation of the energy conservation measures provided for in this Agreement.
- (iv) The calculated savings for each year of this Agreement, will meet or exceed all payments to be made during each year of this Agreement.
- (v) The effective interest rate being charged by CB SOLUTIONS is not applicable.
- (vi) The method by which savings will be calculated is as provided in Schedule E. The method of resolving any dispute in the amount of the savings under this Agreement shall be as provided in Section 20. CB SOLUTIONS shall have total responsibility for the savings guarantee in this Agreement.

#### SECTION 40 SALES TAX

Customer is exempt from sales tax and shall not pay any sales tax under this Agreement. Customer will provide CB SOLUTIONS with applicable sales tax exemption certificates upon written request.



SECTION 41 DAVIS BACON ACT

- Section 41.1 The SCOPE OF WORK may be financed by the Customer in whole or in part with funds provided through ESSER and other federal funds. ESSER funds are subject to the Davis-Bacon Act ("DBA") prevailing wage rate and other requirements. CB Solutions, and all subcontractors, shall comply with all federal, state and local laws, ordinances and regulations applicable to this federally-funded project, including but not limited to, the provisions of the DBA, as it now exists and as it may be amended or supplemented from time to time, and any regulations promulgated thereto, including the specific requirements contained in 29 C.F.R. § 5.5 and Schedule H and Attachments 1-3 attached to and made a part of this Contract.
- Section 41.2 CB Solutions and all subcontractors hired by CB Solutions on this project agree to and shall provide and submit to proper authorities all necessary written documentation and certifications in accordance with all reporting requirements of the DBA. CB Solutions shall require that the contracts of all subcontractors hired by CB Solutions on this project contain contract provisions identical to the provisions contained in this section, including Schedule H and Attachments 1 - 3.
- Section 41.3 CB Solutions acknowledges that the compensation amounts on Schedule B-1 include all requirements under the federal DBA, including but not limited to prevailing wages.
- Section 41.4 A breach of any of the provisions contained in this Section 40 or a failure to comply with any of the requirements under the DBA, as it now exists and as it may be amended or supplemented from time to time, and any regulations promulgated thereto, by CB Solutions or any of its subcontractors shall constitute a substantial and material breach of the Agreement and shall be sufficient grounds for termination of the Agreement by the Customer.
- Section 41.5 To the fullest extent permitted by law, CB Solutions shall indemnify, defend, and hold harmless the Customer, its Board of Education, administrators, employees and agents, and the Architect, Architect's consultants, agents and employees of any of them from and against all claims, damages, suites, losses, expenses or causes of action which arise as a result of the failure of CB Solutions, subcontractors, or officers, employees, or agents of any of them, to comply with any of the requirements of the DBA.

- 2. New Schedule H, attached hereto, is added to and incorporated into the Agreement.
- 3. Schedule B, Compensation to CB Solutions, is replace in its entirety with new Schedule B-1, attached hereto and incorporated herein. All references to Schedule B in the Agreement shall become a reference to Schedule B-1.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date first below written.

CB SOLUTIONS	Bayard Public Schools
Signed _____	Signed _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

**SCHEDULE A. SCOPE OF WORK**

Equipment Installed by CB SOLUTIONS:

A comprehensive scope of work to be provided by CB SOLUTIONS in conjunction with this Contract is provided in the documents titled and dated below. The Projects identified in the following Sections of this Schedule are the entire Scope of Work to be performed as part of this Contract.

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Time:

CB SOLUTIONS and Customer will work together to develop construction schedules that minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion. All construction will be completed in accordance with SECTION 3 (COMMENCEMENT DATE AND TERMS).

Adverse Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of CB SOLUTIONS shall not count toward the construction timeframe in SECTION 3 (COMMENCEMENT DATE AND TERMS).

## SCHEDULE B. COMPENSATION TO CB SOLUTIONS

Total compensation from Customer to CB SOLUTIONS shall be \$XX. A description of the components of this compensation is provided below.

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### 1. CHANGES IN THE CONTRACT SUM:

- a) Any overage in the cost of the Scope of Work in SCHEDULE A (SCOPE OF WORK) shall be the responsibility of CB SOLUTIONS.
- b) Changes to the contract sum are warranted for, but are not limited to: Hazardous materials, additions or modifications to the Scope of Work, and Differing Site Conditions as defined in SCHEDULE F.8 Differing Site Conditions. All additional costs associated with these items shall be the responsibility of Customer.

### 2. PAYMENT PROCEDURES

- a) Project Mobilization: The initial Application for Payment shall include all project development and engineering expenses, as well as 10 percent of the remaining total compensation to allow for mobilization of CB SOLUTIONS and subcontractors.
- b) Progress Payments: CB SOLUTIONS shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 4.5. until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay 95% of the amount due to CB SOLUTIONS on account of progress payments. This 5% retention shall be paid in conjunction with Acceptance of Project Completion for each Project identified in the Schedule of Values, which shall not be unduly withheld.
- c) Schedule of Values: CB SOLUTIONS will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual projects for the purposes of Progress Payments, Project Completion, and withholding of retention amounts.
- d) Final Payment Application: After completing all project closeout requirements, CB SOLUTIONS will submit final Application for Payment with supporting documentation not previously submitted and accepted, including, but not limited, to evidence that each item has been completed or otherwise resolved from the Customer's Punch List. Customer will perform the final inspection as called for after being notified of Project Completion by CB SOLUTIONS.
- e) Failure of Payment: If the Customer does not pay CB SOLUTIONS within seven days after the date established in Section 4.5, then CB SOLUTIONS may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the CB SOLUTIONS's reasonable costs of shut-down, delay and start-up, plus interest.

## SCHEDULE C. ENERGY SAVINGS GUARANTEE

1. Guaranteed Energy Savings: CB SOLUTIONS guarantees that Customer will save \$XX annually during a X-year Guarantee Term.

International Performance Measurement and Verification Protocol Option A - Partially Measured Retrofit Isolation will be utilized to verify annual savings of \$XX. Energy consumption in Customer's Premises following the completion of the Scope of Work will be compared to baseline energy consumption in Customer's Premises as

described in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE).

Customer and CB SOLUTIONS mutually agree that additional operational savings resulting from the avoidance of future capital expenditures in the amount of \$XX will occur during the X fiscal years after which the project is installed. This avoided cost is the result of implementing this project to replace antiquated and ineffective lighting, windows, HVAC, and control systems that would have otherwise been replaced or constructed at similar cost during the same fiscal years through other means. No further tracking or monitoring of any savings shall take place.

2. Savings Reporting and Reconciliation: No more than 18 months following Project Completion, CB SOLUTIONS shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the installation period as well as a period of 12 consecutive months during this period following Project Completion. The total Actual Energy Savings and Energy Savings Guarantee are defined as:

Actual Energy Savings = Construction Period Savings + Performance Period Savings x Guarantee Term

Where: Performance Period savings is savings from a period of 12 consecutive months during this period following Project Completion

Energy Savings Guarantee = Annual Guarantee Amount x Guarantee Term

In the event that the Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by CB SOLUTIONS, nor shall any additional services be performed.

In the event that Actual Energy Savings falls short of the Energy Savings Guarantee, CB SOLUTIONS shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee, as described in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE), for the consecutive 12-month period identified. In addition, CB SOLUTIONS shall, at its discretion, perform one of the following actions:

- a) Reimburse Customer for all remaining 12-month periods remaining in the Guarantee Term. The reimbursement for the remaining 12-month periods in the Guarantee Term will use an annual 5% discount rate to account for the Present Value of the funds being reimbursed.
  - b) Continue to track savings for the 12 months immediately following the previous 12-month guarantee period. At the conclusion of this 12-month term Guarantee Term, CB SOLUTIONS shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the Term.
    - (1) In the event that the most recent Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by CB SOLUTIONS, nor shall any additional services be performed.
    - (2) In the event that the most recent Actual Energy Savings falls short of the Energy Savings Guarantee, CB SOLUTIONS shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee for the consecutive 12-month period identified. In addition, CB SOLUTIONS shall, at its discretion, perform one of the actions described in a) or b) above in this Section.
3. Utility Rates Used to Calculate Savings: The utility rates listed in the table below will be used to determine:
    - a) The amount of dollar savings achieved each year for purposes of measuring the program's performance relative to the Energy Savings Guarantee and
    - b) The dollar amount that the CB SOLUTIONS shall compensate the Customer in the event that there is an energy savings shortfall

Table 1 - Utility Rates used for determining Actual Energy Savings

Program Year	Electric Rate	Natural Gas
0	\$0.XX Blended/kWh	\$0.XX /therm
Future Years	Year zero rate adjusted for current year's CPI or future year's actual rate, whichever is greater.	

4. Requirements of Customer: To facilitate successful achievement of the Energy Savings Guarantee, Customer agrees to:
- a) Provide utility data for the meters listed in SCHEDULE D (BASELINE ENERGY CONSUMPTION) to CB SOLUTIONS within 30 days of receiving such information from utility providers. Failure to provide data within this timeframe shall void the Energy Savings Guarantee.
  - b) Provide CB SOLUTIONS Access to all buildings covered under the Guarantee; all temperature control and energy management systems which control part or all of the buildings covered under the Guarantee; Personnel with responsibility for operating and/or managing any of the above buildings; and Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment.

**SCHEDULE D. BASELINE ENERGY CONSUMPTION**

An accurate measurement of Baseline is necessary to facilitate accurate measurement and verification of the Energy Savings Guarantee. This Schedule demonstrates the calculated Baseline for the Customer's Premises. This Baseline shall be used to determine whether Actual Energy Savings exceeds or falls short of the Energy Savings Guarantee.

1. IPMVP Option A - Whole Facility Definition of Baseline

The Baseline Year is the time period of time which establishes the pre-retrofit conditions used as the point of reference for determining guaranteed savings. The guarantee period is any one or more billing periods during the term of the guarantee during which guaranteed savings are measured.

The baseline is that set of parameters that describes both the energy consumed in the Baseline Year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. Customer agrees to accept modifications to this baseline, as outlined in SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE), that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of CB SOLUTIONS after the execution of this agreement or.

- a) Baseline Year: The baseline year is the 12-month period immediately preceding the Construction Period. Definition of Baseline Energy Consumption (or Demand):

$$\text{Baseline Energy Consumption} = \sum \text{Tracked Utility Meters' Consumption} \pm \text{Baseline Adjustments}$$

- b) Guarantee Utility Meters: The following meters will be used to measure actual energy consumption for both the Baseline Year and guarantee periods:

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- c) Buildings Included in the Guarantee: The following table lists the buildings that were served by guarantee meters during the base year period:

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- d) Weather Source: Data for weather compensation adjustments will be Daily High-Low Temperatures obtained from the local National Weather Service Station at Cheyenne, WY. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, CB SOLUTIONS may select an alternative data source with Customer's approval.

SCHEDULE E. **SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE**

1. Energy Savings Measurement

International Performance Measurement and Verification Protocol Option A verification techniques measure savings by comparing the post-retrofit overall energy use in a building or facility with pre-retrofit energy baselines.

Energy Savings = Baseline Energy Usage (including any adjustments) - Guarantee Period Consumption

Where:

Guaranteed Period Consumption =  $\sum$  Tracked Utility Meters

Baseline Energy Usage = Historical energy consumption and demand, modified over time to account for changes to the facility, operation, and weather

Guarantee Period Consumption = Post-retrofit energy consumption and demand from Customer utility meters

2. Determination of Dollars Saved

Total Annual \$ Savings =  $\sum$  (Energy/Demand/Water Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in SCHEDULE C (**ENERGY SAVINGS GUARANTEE**)

3. Causes for Adjustment to the Baseline: Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities and conditions during the measurement period that are beyond the scope of the measures installed. During the measurement and verification period, all variables must have their energy impact accounted for if the true savings from the energy conservation measure is to be assessed. Following is a partial list of changes that will lead to adjusting the Baseline Energy Consumption:

- a) building additions
- b) changes in operating hours
- c) remodeling projects
- d) changes in usage patterns
- e) equipment replacements

In the event that any change is made to the Customer's Premises that will impact energy consumption, Customer shall notify CB SOLUTIONS in writing of such change within 30 days. CB SOLUTIONS will utilize existing building models used to calculate Baseline Energy Consumption to update that Baseline Energy Consumption and determine the impact that any such change will have on Actual Energy Savings and present Customer a written analysis of the effects of the changes. Changes that are long-term or permanent will be reflected in a change to the Baseline Energy Consumption. Temporary changes that affect energy use will be calculated and added to the corresponding month(s) Actual Energy Savings.

Any changes made by CB SOLUTIONS to the Baseline Energy Consumption or saving calculations shall be presented to Customer for approval. Customer shall have 30 days to protest recommended modifications in writing, after which time change will be considered accepted. If Customer protests any recommended modifications, Customer and CB SOLUTIONS will work together to establish mutually acceptable modifications based on accurate building models showing the impact of changes to facilities.

Weather normalization will be employed to ensure that the impact of actual weather conditions is eliminated from the Energy Savings Guarantee calculations. Normalization shall not be utilized to the benefit of either Customer or CB SOLUTIONS, but shall be used solely for the purpose of accurately accounting for the impact on Actual Energy Savings of the Scope of Work implemented in conjunction with this Contract.

4. Measurement and Adjustments Methodology:

- a) Adjusted Baseline Year consumption is calculated as follows for each fuel type:

*Adjusted Base Year Consumption = Weather Independent Consumption + Weather Dependent Consumption + Offset + Use and Modification Adjustments*

or

$$Q = C_D \times (T_i - T_{i-1}) + C_H \times HDD_i + C_C \times CDD_i + O_i \pm \sum M_i = E_b \text{ (electric usage)}$$

$$Q = C_D \times (T_i - T_{i-1}) + C_H \times HDD_i + C_C \times CDD_i + O_i \pm \sum M_i = NG_b \text{ (natural gas usage)}$$

Where:

*Q = adjusted base year consumption*

*C<sub>D</sub> = a constant representing units of consumption per billing period day as calculated by model*

*T<sub>i</sub> = ending date of current billing period*

*T<sub>i-1</sub> = ending date of previous billing period*

*C<sub>H</sub> = a constant representing units of consumption per heating degree day as calculated by model*

*HDD<sub>i</sub> = heating degree days in the current billing period*

*C<sub>C</sub> = a constant representing units of consumption per cooling degree day as calculated by model*

*CDD<sub>i</sub> = cooling degree days in the current billing period*

*O<sub>i</sub> = offset for the current billing period*

*M<sub>i</sub> = other adjustments for the current billing period*

- b) Adjusted base year demand is calculated with a slightly different formula as follows:

*Adjusted Base Year Demand = Weather Independent Demand + Weather Dependent Demand + Offset + Use and Modification Adjustments*

or

$$D_b = D_D \times (T_i - T_{i-1}) + D_H \times HDD_i / (T_i - T_{i-1}) + D_C \times CDD_i / (T_i - T_{i-1}) + O_i \pm \sum M_i$$

Where:

*D<sub>b</sub> = adjusted base year demand*

*D<sub>D</sub> = a constant representing units of demand per billing period day as calculated by model*

*D<sub>H</sub> = a constant representing units of demand per heating degree day as calculated by model*

*D<sub>C</sub> = a constant representing units of demand per cooling degree day as calculated by model*

- (1) Weather Independent Consumption: Because utility meters are not always read on the same day of the month, the number of days in a meter's billing period frequently varies. The term,  $C_D \times (T_i - T_{i-1})$ , in the above equation is used to account for this difference, where  $T_i - T_{i-1}$ , gives the number of days in the guarantee year billing period. Thus, Weather Independent Consumption is the consumption per day times the number of days in the guarantee year billing period. The approach is identical for demand, except that the term  $D_D$  is substituted for  $C_D$ .
- (2) Weather Dependent Consumption: Change in weather between the base year and guarantee year periods is accounted for with the term,  $C_H \times HDD_i + C_C \times CDD_i$ . Weather Dependent Consumption is consumption per degree-day times the number of degree-days in the guarantee year billing period. The balance point

temperatures used as the basis of degree day calculations shall be those that result in the best statistical fit, or highest R<sup>2</sup> value. If the R<sup>2</sup> value is lower than 0.65, the meter shall not be weather normalized.

Demand is treated similarly. The exception being that degree-days per day is substituted for total degree-days. This provides a measure of average daily weather intensity.

- (3) Offset: Offset is that portion of the energy consumption that cannot be accounted for with the Weather Independent and Weather Dependent consumption. It is mostly attributable to seasonal changes in facility use such as summer shutdown and holidays. An Offset figure is defined for each billing period in the base year. Since the guarantee period may overlap two or more base year billing periods, the guarantee period offset will be the weighted average of the base year offset for the corresponding guarantee year period. Offset for the guarantee period is determined with this equation:

$$O_i = O_1 * dG_1/dB_1 + O_2 * dG_2/dB_2 + \dots O_n * dG_n/dB_n$$

Where:

*O<sub>i</sub>* = current guarantee period offset

*O<sub>1</sub>* = base year period 1 offset

*O<sub>2</sub>* = base year period 2 offset

*O<sub>n</sub>* = base year period n offset

*dG<sub>1</sub>* = days in guarantee period that overlap base year period 1

*dG<sub>2</sub>* = days in guarantee period that overlap base year period 2

*dG<sub>n</sub>* = days in guarantee period that overlap base year period n

*dB<sub>1</sub>* = days in base year period 1

*dB<sub>2</sub>* = days in base year period 2

*dB<sub>n</sub>* = days in base year period n

*n* = number of base year periods overlapped by guarantee year period

- c) Other Adjustments:

Additional adjustments to the base year may be made to compensate for Material Changes defined in SECTION 16. The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \dots Adj_n$$

Where:

*Adj<sub>1</sub>*, *Adj<sub>2</sub>* and *Adj<sub>n</sub>* are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. CB SOLUTIONS will provide an explanation of the derivation of these adjustments to Customer.

## 5. Adjustments Methodology for Material Changes

For Adjustments presented, as defined in SECTION 16 (MATERIAL CHANGES) of the Contract, the following procedure shall be followed:

- a) Customer will notify CB SOLUTIONS of planned changes in building use or function.
- b) CB SOLUTIONS and Customer will review the changes planned and determine if these changes are likely to cause a change in energy use that would exceed the threshold limits defined in SECTION 16. If the expected changes are less than the threshold, the effect will be ignored and no adjustment will be used.

- c) If the changes are expected to raise or lower energy consumption more than the threshold limits defined in SECTION 16, the building will be sub-metered by Customer for both pre- and post-use change periods until the effect on energy has been determined.

For changes to existing buildings that are metered, a linear regression will be performed to correlate heating- and cooling-degree days to the pre-change period's energy usage for the building, similar to the procedure performed to adjust the base year for weather. The post-change heating- and cooling-degree days will then be applied to the pre-change regression equation to determine what the post-change period's use would have been if no change had occurred. The difference between this use and the period's actual use will be, whether positive or negative, used as the adjustment, shown as term " $M$ " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

If entire effect of the change is independently sub-metered, such as the addition of a building on an existing utility service, the sub-metered energy use for that building for each guarantee period will be used to determine the baseline adjustment, shown as term " $M$ " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

If the method for determining adjustment described in the previous paragraph is agreed to be not appropriate or too complex for a specific adjustment by the Customer and CB SOLUTIONS, Customer and CB SOLUTIONS will develop a separate measurement and verification (M&V) plan to track the effect of the building change.

- d) If the changes occur at a time when the impact would affect a fraction of that year's energy use for an existing building or system, the procedure described in the previous section will be performed separately for the year in which the change occurred and the subsequent year to accurately account for the effect of the change in both years. The subsequent year's adjustment will then be used for all future years.

#### 6. Adjustments for Mild Weather Season During Performance Period

- a) For performance periods with mild weather season, CB SOLUTIONS may elect to normalize both the baseline and the Guaranteed Period Consumption for a specific utility to Typical Meteorological Year (TMY3) weather data available for download from the National Renewable Energy Laboratory.
- b) A mild weather season is defined as a heating or cooling season containing fewer heating or cooling degree days than a Typical Meteorological Year, evaluated using TMY3 weather data.
- c) The TMY3 weather data set will be for the weather station defined in SCHEDULE D - 1.d) or closest station. Methodology used to normalize consumption is defined in Section 5 - Adjustments Methodology for Material Changes above in this Schedule.

#### 7. Customer's Energy Savings Measure Implementation

In no event shall energy savings measures implemented by Customer but that are not part of this Agreement shall not count toward any energy cost avoidance calculation under this Agreement.

## SCHEDULE F. ADDITIONAL RESPONSIBILITIES

1. System Start-up & Commissioning
  - a) CB SOLUTIONS will perform start-up and commissioning services for all equipment installed.
2. Operating parameters of installed equipment
  - a) CB SOLUTIONS will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to customer prior to Project Completion.
3. Standards of Comfort
  - a) Customer will maintain the following standards of comfort, which were used to evaluate the energy conservation measures for this program. Significant deviation from these standards will represent a change in operation that must be accounted for, in accordance with SCHEDULE E (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE), in order to accurately verify the Energy Savings Guarantee.
    - (1) Occupied temperature set points: 70°F or below in heating and 74°F or above in cooling.
    - (2) Unoccupied temperature set points: 55°F in heating and 80°F or above in cooling.
4. CB SOLUTIONS Maintenance Responsibilities
  - a) CB SOLUTIONS is not responsible for performance of any maintenance on equipment or premises.
5. Customer Maintenance Responsibilities
  - a) Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Project Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.
6. Facility Maintenance Checklist
  - a) CB SOLUTIONS shall provide Customer with a complete facility maintenance checklist prior to the Acceptance of Project Completion.
7. Customer Information Technology Responsibilities
  - a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.
  - b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.
  - c) Customer shall engage their IT representative familiar with the Customer's network to work with CB SOLUTIONS and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.
8. Differing Site Conditions
  - a) The conditions at the site are the property of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. CB SOLUTIONS shall not be liable for site/building conditions which could not be identified by such an investigation or exploration.

## SCHEDULE G. ADDITIONAL TERMS

Notwithstanding any other terms or conditions of the Agreement, the following additional terms are made part of the Agreement. Any inconsistency between the terms and conditions in this Schedule G and the terms and conditions in the Agreement, this Schedule G will control.

1. **TAXES-EXEMPTION.** The Customer is an exempt entity under the tax laws of the State of Nebraska. The Customer represents that all portions of this Project are eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the CB SOLUTIONS fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the CB SOLUTIONS may be required to segregate materials and labor costs at the time the Agreement is awarded. CB SOLUTIONS will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Customer. CB SOLUTIONS shall obtain Resale Certificates from CB SOLUTIONS's suppliers. Failure of CB SOLUTIONS or any Sub-CB SOLUTIONS to obtain Resale Certificates from their suppliers shall make the CB SOLUTIONS or Sub-CB SOLUTIONS responsible for absorbing the tax, without compensation from Customer. CB SOLUTIONS shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CB SOLUTIONS HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CB SOLUTIONS OR ANY SUBCB SOLUTIONS TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

### 2. EQUAL OPPORTUNITY IN EMPLOYMENT

a) CB SOLUTIONS and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law. CB SOLUTIONS agrees to post in conspicuous places available to employees and applicants, notices setting forth CB SOLUTIONS's nondiscrimination policies. CB SOLUTIONS and CB SOLUTIONS's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

b) CB SOLUTIONS hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement. CB SOLUTIONS by execution of this agreement certifies that CB SOLUTIONS is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractors by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. By execution of this agreement, CB SOLUTIONS agrees to actively continue and implement this policy throughout any awarded project.

### 3. CRIMINAL HISTORY CHECKS

a) CB SOLUTIONS shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, CB SOLUTIONS, and all subcontractors and suppliers, will provide written certification to the Customer that CB SOLUTIONS has complied with the statutory requirements as of that date. Upon request by Customer, CB SOLUTIONS will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the Customer may obtain criminal history record information on the covered employees. CB SOLUTIONS shall assume all expenses associated with obtaining the initial criminal history record information and the Customer shall be responsible for expenses associated with any

subsequent request. CB SOLUTIONS shall include similar criminal history check provisions in all contracts with subcontractors and suppliers.

b) CB SOLUTIONS will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If CB SOLUTIONS receives information that a covered employee has a reported disqualifying criminal history, then CB SOLUTIONS will immediately remove the covered employee from the Project and notify the Customer in writing within three (3) business days. If the Customer objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then CB SOLUTIONS agrees to discontinue using that covered employee to provide services on Customer's Project.

c) For the purposes of this Section, "covered employees" means employees, agents or subcontractors of CB SOLUTIONS who has or will have continuing duties related to the services to be performed on Customer's Project and has or will have direct contact with Customer's students. The Customer will decide what constitutes direct contact with Customer's students. "Disqualifying criminal history" means any conviction or other criminal history of the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.

4. VERIFICATION OF IMMIGRATION STATUS. CB SOLUTIONS agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of CB SOLUTIONS. CB SOLUTIONS shall, by written agreement, require compliance with the federal immigration verification system by all subcontractors. If CB SOLUTIONS is an individual or sole proprietorship, the following applies:

.1 CB SOLUTIONS must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

.2 If CB SOLUTIONS indicates on such attestation form that he or she is a qualified alien, CB SOLUTIONS agrees to provide the US Citizenship and Immigration Services documentation required to verify CB SOLUTIONS's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

.3 CB SOLUTIONS understands and agrees that lawful presence in the United States is required and CB SOLUTIONS may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

5. CONTRIBUTIONS UNDER NEBRASKA EMPLOYMENT SECURITY LAW. CB SOLUTIONS and all subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq. (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Agreement; and before final payment shall be made of the final three percent (3%) of this Agreement, CB SOLUTIONS shall secure and file with the Customer, and cause any subcontractor to secure and file with the Customer, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Agreement have been made by the CB SOLUTIONS or any subcontractors to the Unemployment Compensation Fund.

6. NEBRASKA EMPLOYEE CLASSIFICATION ACT. CB SOLUTIONS agrees to abide by the provisions of the Nebraska Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912. In compliance with that Act, CB SOLUTIONS shall submit to the Customer, upon execution of the Agreement, an affidavit required by law. CB SOLUTIONS further acknowledges that providing a false affidavit under Neb. Rev. Stat. § 48-2911 may subject CB SOLUTIONS to the penalties of perjury and upon a second or subsequent violation CB SOLUTIONS shall be barred from contracting with the State of Nebraska or any Nebraska political subdivision for a period of three (3) years after

the date of discovery of the falsehood. CB SOLUTIONS shall require any and all subcontractors who perform work pursuant to the Agreement to provide a similar affidavit, which shall be made available to the Customer upon request.

7. ACTS OR OMISSIONS OF CB SOLUTIONS'S EMPLOYEES. CB SOLUTIONS shall be responsible to the Customer for acts and omissions of CB SOLUTIONS' employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of CB SOLUTIONS or any of its subcontractors. As part of that responsibility, CB SOLUTIONS shall enforce the Customer's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by CB SOLUTIONS's employees, subcontractors, and all other persons carrying out the Agreement. CB SOLUTIONS shall require all construction workers, whether CB SOLUTIONS's own forces or the forces of CB SOLUTIONS' subcontractors, while on Customer's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Customer's students and employees. All areas of campus, other than the defined construction area, shall be off limits to CB SOLUTIONS' forces, unless their work assignment specifies otherwise. CB SOLUTIONS shall also require adequate and appropriate dress and identification of CB SOLUTIONS's employees, subcontractors, and all other persons carrying out the Work; provided that CB SOLUTIONS' forces will not be required to wear identification badges.

8. SOVEREIGN IMMUNITY. By entering into this Agreement, the Customer does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

9. BONDS. CB SOLUTIONS shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Nebraska, as follows:

- A) Payment Bond : 100% of Contract Sum
- B) Performance Bond: 100% of Contract Sum

## SCHEDULE H DAVIS BACON ACT

(a) Davis Bacon Act. The Agreement is subject to the federal Davis-Bacon Act and implementing regulations, including 29 C.F.R. § 5.1 et seq., all as may be amended from time to time. The follow clauses, terms and conditions in this subsection (a) are expressly incorporated into the Agreement. CB Solutions is responsible for compliance with all aspects of the following incorporated terms. To the extent the regulations call for Customer performances, the duties shall be carried out by CB Solutions, either in consultation with the Customer or with notice to the Customer.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto as Attachment 1 and made a part hereof, regardless of any contractual relationship which may be alleged to exist between CB Solutions and such laborers and mechanics. Attachment 1 is effective as of the date of the Agreement and may be updated from time to time by the U.S. Department of Labor. CB Solutions and all subcontractors shall comply with the latest version of Attachment 1. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321, attached as Attachment 2) shall be posted at all times by CB Solutions and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) CB Solutions, in consultation with and notice to the Customer, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. CB Solutions, in consultation with and notice to the Customer, shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If CB Solutions and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Customer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by CB Solutions on behalf of the Customer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative,

- will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Customer or will notify the Customer within the 30-day period that additional time is necessary.
- (C) In the event CB Solutions, the laborers or mechanics to be employed in the classification or their representatives, and the Customer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), CB Solutions, on behalf of the Customer, shall refer the questions, including the views of all interested parties and the recommendation of the Customer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Customer or will notify the Customer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CB Solutions shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If CB Solutions does not make payments to a trustee or other third person, CB Solutions may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of CB Solutions, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CB Solutions to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Customer shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld from CB Solutions under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CB Solutions or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Customer may, after written notice to CB Solutions, sponsor, applicant, or Customer, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by CB Solutions during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CB Solutions shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs

anticipated or the actual cost incurred in providing such benefits. CB Solutions employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) CB Solutions shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Customer, for transmission, when requested, to the appropriate federal and/or state agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, and is attached as Attachment 3. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. CB Solutions and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Customer, for transmission, when requested, to the appropriate federal and/or state agency, CB Solutions, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Customer).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CB Solutions or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject CB Solutions or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) CB Solutions or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Customer or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CB Solutions or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CB Solutions, sponsor, applicant, or Customer,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to CB Solutions as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CB Solutions's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, CB Solutions will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a

training program, CB Solutions will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. CB Solutions shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. CB Solutions or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate state agency or Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CB Solutions (or any of its subcontractors) and the Customer, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, CB Solutions certifies that neither it (nor he or she) nor any person or firm who has an interest in CB Solutions's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agreement is subject to the federal Contract Work Hours and Safety Standards Act when the amount of the Agreement is more than \$100,000.00. When applicable, the follow clauses, terms and conditions in this subsection (b) are expressly incorporated into the Agreement. CB Solutions is responsible for compliance with all aspects of the following incorporated terms. To the extent the regulations call for Customer performances, the duties shall be carried out by CB Solutions, either in consultation with the Customer or with notice to the Customer.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section CB Solutions and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of

this section, in the sum of \$ 27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Customer shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CB Solutions or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. CB Solutions or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Attachment 1

Wage Determination - General Decision No. NE20230079 (Effective 02-03-2023)

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"General Decision Number: NE20230079 02/03/2023

Superseded General Decision Number: NE20220079

State: Nebraska

Construction Type: Building

Counties: Arthur, Banner, Box Butte, Chase, Dawes, Dawson, Deuel, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan and Sioux Counties in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023

BOIL0083-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

BRNE0001-005 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 29.75	16.48

ELEC0265-003 09/01/2022

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 31.00	15.75
Zone 2.....	\$ 31.30	15.77
Zone 3.....	\$ 31.60	15.80
Zone 4.....	\$ 32.00	15.84

ZONE DEFINITIONS:

- Zone 1: 0 to 35 miles from the main Post Office in Lincoln
- Zone 2: 36 to 50 miles from the main Post Office in Lincoln
- Zone 3: 51 to 75 miles from the main Post Office in Lincoln
- Zone 4: 76 miles and over from the main Post Office in Lincoln

IRON0021-008 06/01/2022

ARTHUR, CHASE, DAWSON, FRONTIER, FURNAS, GOSPER, HAYES, HITCHCOCK, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS AND RED WILLOW COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.55	20.23

IRON0021-009 05/01/2022

GRANT AND HOOKER COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.75	17.56

IRON0027-018 07/01/2022

BANNER, BOX BUTTE, DAWES, DEUEL, GARDEN, KIMBALL, MORRILL,  
SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.83	24.45

LABO1140-010 06/01/2016

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 20.63	9.40

\* PLUM0016-010 05/15/2022

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER,  
GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN,  
MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.25	13.81

PLUM0192-002 01/01/2023

BANNER, BOX BUTTE, DAWES, KIMBALL, MORRILL, SCOTTS BLUFF AND  
SIOUX COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 34.88	22.40
PLUMBER.....	\$ 34.88	22.40

PLUM0464-018 05/29/2022

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER,  
GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN,  
MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 40.13	16.10

SHEE0003-022 07/01/2021

DAWSON, FRONTIER, FURNAS, HAYES, HITCHCOCK, HOOKER, LINCOLN,  
LOGAN, MCPHERSON AND RED WILLOW COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 37.26	17.76

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 SHEE0103-002 06/01/2011

ARTHUR, BANNER, BOX BUTTE, CHASE, DAWES, DEUEL, GARDEN, GRANT, KEITH, KIMBALL, MORRILL, PERKINS, SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 24.34	16.06

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 \* SUNE2012-016 04/19/2012

	Rates	Fringes
CARPENTER.....	\$ 16.42	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 17.52	1.31
LABORER: Common or General.....	\$ 10.24 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.24	2.84
OPERATOR: Loader.....	\$ 16.58	0.94
ROOFER.....	\$ 14.27 **	0.65
TRUCK DRIVER: Dump, Lowboy and Tandem.....	\$ 14.56 **	1.68

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment 2

Davis-Bacon poster (WH-1321)

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

**FOR LABORERS AND MECHANICS  
EMPLOYED ON FEDERAL OR  
FEDERALLY ASSISTED  
CONSTRUCTION PROJECTS**

**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 REV 10/17







**EXHIBIT 1. FORM CERTIFICATE OF ACCEPTANCE - PROJECT COMPLETION**

This is to certify that a final inspection of the Project has been conducted jointly by CB SOLUTIONS and Customer, and that the parties have determined that the Project has been fully completed in accordance with the Contract Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes responsibility for maintenance, custodial care, and utilities for the premises. CB SOLUTIONS remains responsible to correct errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

CB SOLUTIONS

Bayard Public Schools

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## APPENDIX B: SAMPLE PROJECTS

CB Solutions is pleased to provide strong references from an array of sources that speak to the strong character of our leadership, integrity of our approach, reputation in the industry, judgment in serving customers, experience in the Nebraska K-12 market, and efficient delivery model.

The following pages include relevant project examples from Nebraska school districts and other public entities that demonstrate our experience and expertise.

## BATTLE CREEK PUBLIC SCHOOLS

### CONTACT INFORMATION

Jake Luhr  
 Superintendent  
 jluhr@bcpsne.info  
 (402) 675-6905  
 605 West Martin Street  
 Battle Creek, NE 68715



### FINANCIAL PERFORMANCE

- Turnkey project price: \$1,070,786
- Annual Energy Savings: \$36,857
- Annual Maintenance Savings: \$7,500
- Avoided Costs: \$300,000
- 4-Year Financing

### PROJECT SUMMARY

- Designed and installed rooftop HVAC system to replace PTAC units at the Elementary School
- Add air conditioning and created independent HVAC system in Elementary School gymnasium
- Reconfigured HVAC serving library and installed new packaged rooftop unit
- Replaced five existing packaged rooftop units with updated equipment
- Installed direct digital control system throughout Elementary School; integrated with High School
- Upgrade Elementary School domestic hot water system
- Installed energy-efficiency LED lighting throughout the district, including new fixtures in many areas

### BATTLE CREEK'S STORY

The Battle Creek Board of Education and administration were weary of fighting with ineffective HVAC systems at their elementary school. They explored options with multiple companies (including large ESCOs) before turning to CB Solutions for assistance. Our Project Manager sought first to understand the district's concerns, goals, and financial parameters, and then worked with our team's licensed Professional Engineers to translate this information into a project that surpassed all the District's needs.

Following a comprehensive analysis of District buildings, CB Solutions recommended the wholesale redesign and replacement of outdated hotel-style PTAC units serving many of the elementary school's classrooms. The District also elected to add air conditioning to their gymnasium, update outdated mechanical equipment, and convert outdated fluorescent lighting to LED in all district buildings.

Today, Battle Creek has an efficient and effective HVAC system at its elementary school that is simple for district staff to operate and maintain, as well as a comfortable gymnasium. These upgrades, along with new LED lighting and controls upgrades, generated ongoing utility and maintenance cost savings. CB Solutions delivered the entire project scope at a cost significantly lower than the original cost estimates from other ESCOs (without sacrificing any quality).

## CHAMBERS PUBLIC SCHOOLS

### CONTACT INFORMATION

Frank Jesse  
Superintendent  
frankjesse@esu8.org  
(307) 331-8259  
201 South A St.  
Chambers, NE 68725



### FINANCIAL PERFORMANCE

- Turnkey project price: \$251,653
- Annual Energy Savings: \$5,093
- Annual Maintenance Savings: \$4,430

### PROJECT SUMMARY

- Replaced existing fluorescent lighting fixtures with TLED tubes
- Installed new high output LED fixtures in both gymnasiums
- Replaced all existing exterior doors with modern doors
- Created secure vestibule entryway with lockable sliding glass window for Secretary's office
- Removed outdated window air conditioners from classrooms
- Installed 16 ductless heating and cooling heat pumps throughout the building
- Individual thermostats for each heat pump to provide independent room temperature control
- Upgraded electrical capacity to handle new cooling load
- Competitively bid all trades of project and financed the project using a local lender

### CHAMBERS' STORY

The Chambers Public Schools administration and Board of Education had several facility issues that they needed addressed but had no firm plan on how to accomplish those facility goals. They had a boiler system with nearly 15 years of expected useful life left, but staff experienced comfort issues year-round with no way to control the heating system and ineffective window air conditioning units.

Outdated and failing exterior doors also caused the facilities staff persistent maintenance challenges, in addition to security concerns. With clear facility needs and no blueprint for how to tackle them within the annual district budget, Chambers needed a partner to cost-effectively develop solutions to their facility and financial challenges.

Community Building Solutions and the district developed an optimal plan to address immediate facility challenges while planning for necessary intermediate and long-term upgrades. CB Solutions identified a local community bank to serve as the district's financing partner. In addition to providing independent room temperature control for staff using more efficient equipment and upgrading exterior doors for a safer building, Community Building Solutions upgraded lighting throughout the district to LED for better light output and reduced energy and maintenance costs.

## CREEK VALLEY PUBLIC SCHOOLS

### CONTACT INFORMATION

Patrick Ningen  
Superintendent  
patrick.ningen@cvsstorm.com  
(308) 874-2911  
6th & Hayward Ave., PO BOX 608  
Chappell, NE 69129



### FINANCIAL PERFORMANCE

- Turnkey project price: \$1,031,988
- Annual Energy Savings: \$4,122
- Avoided Costs: \$100,000
- 10-Year Financing Term
- 0.9% Interest Rate

### PROJECT SUMMARY

- Developed and implemented Variable Refrigerant Flow (VRF) system in majority of classrooms
- New heating and cooling packaged rooftop units to independently serve gymnasium
- Installed green fabric duct sock to match aesthetic of existing gymnasium
- Replaced existing forced air equipment with new units utilizing hot gas reheat and economizers
- Updated existing electrical panels and expanded electrical capacity for new systems
- LED lighting retrofits throughout High School with new LED fixtures in gymnasium
- Installed new internet-based thermostats for all new HVAC equipment
- Upgraded existing windows to energy-efficient, double pane, low-e tinted windows

### CREEK VALLEY'S STORY

The Creek Valley Board of Education and administration were spending thousands of dollars each year to maintain their antiquated 2-pipe hydronic system at the High School. They knew hard water was damaging pipes throughout the building and decreasing the efficiency and life expectancy of their boiler and chiller, so they sought recommendations to move away from a hot water/chilled water system. They explored options with several companies (including large ESCOs) before issuing a Request for Qualifications and ultimately selecting CB Solutions as their preferred partner.

After a system assessment by CB Solutions' design engineers and collaboration with district leadership, system and equipment selections were finalized and competitively bid. The district was able to eliminate the need for water in their HVAC system, converting to a Variable Refrigerant Flow system with code-required ventilation to classrooms. Forced-air equipment was selected to serve the library and other spaces.

In addition to the HVAC upgrades for improved air quality, LED lighting upgrades were made throughout the High School along with window replacements. The district was able to secure a 10-year financing term with an interest rate of less than 1% and utilize federal ESSER II and III funding to pay for the project.

## GARDEN COUNTY

### CONTACT INFORMATION

Mindy Kezar  
County Clerk  
mindy.kezar@nebraska.gov  
(308) 772-3924  
611 Main St  
Oshkosh, NE 69154



### FINANCIAL PERFORMANCE

- Turnkey project price: \$207,593
- Annual Energy Savings: \$5,350
- Annual Maintenance Savings: \$1,500
- Avoided Costs: \$50,000

### PROJECT SUMMARY

- Eliminated outdated and ineffective steam boiler system with split D/X equipment
- Replaced condensing units and installed gas-fired furnaces while reusing existing infrastructure
- Designed and installed new condensing unit for Assessor's office for individual temperature control
- Installed new ductwork as needed to provide cooling to all spaces throughout courthouse
- Provided return air diffusers in office spaces to prevent whistling effect created when closing doors
- Installed modern internet-based controls in place of existing pneumatic controls system
- Designed and installed furnace to heat previously unheated entryway addition

### GARDEN COUNTY'S STORY

The Garden County Commissioners and administration were reliant upon a 50-year-old steam boiler, along with 100-year-old pipes and radiators, to provide heating throughout the courthouse. Several radiators had stopped working altogether, and there was no way to control the level of heat provided to each space. Cooling, available only in select spaces, was generated by individual residential-style condensing units along with their associated air handling units that were approaching 20 years of age.

The Commission sought the most cost-effective approach to provide adequate heating and cooling throughout the courthouse – without relying on the original 1918 infrastructure. They tried to pursue facility upgrades with no partner managing the design or contractor solicitation process; however, this process proved overwhelming and did not attract sufficient bidders. Garden County reached out to Community Building Solutions to provide project management services, including design, competitive pricing solicitation, and installation of a new HVAC system for their courthouse.

The Garden County Courthouse now has a modern HVAC system that provides individual room temperature control, eliminating reliance upon the 100-year-old steam system. County staff can easily control and manage the new equipment both on site and remotely, an including scheduling the system and receiving alerts on mobile devices.

## GILTNER PUBLIC SCHOOLS

### CONTACT INFORMATION

Nick Mumm  
Superintendent  
nmumm@giltnerschool.us  
(402) 849-2238  
2 West 6th Rd.  
Giltner, NE 68841



### FINANCIAL PERFORMANCE

- Turnkey project price: \$107,999
- Annual Energy Savings: \$14,000
- Annual Maintenance Savings: \$2,700
- One-Time Rebate Amount: \$10,914

### PROJECT SUMMARY

- Redesigned new hallway and entryway 2x2 LED flat panel fixtures
- Replaced existing classroom light fixtures with 2x4 LED flat panel fixtures
- Installed new surface-mount LED light fixtures in areas with original hard ceilings
- Installed UFO high bay LED fixtures in new gymnasium
- High output 2x4 flat panel LED fixtures were installed in the old gymnasium and library
- Updated existing Exit Signs with LED Exit Signs throughout district
- District-wide installation of wall-mount and ceiling-mount motion sensors
- Replaced light switches in original portion of the building

### GILTNER'S STORY

Giltner Public Schools had flirted with the idea of LED lighting for several yearS and had received proposals from multiple companies before deciding not to move forward with the upgrade. The light quality and output in the two gymnasiums, hallways, and classrooms was subpar, and building staff consistently forgot to turn their lights off when going home for the night. The district was looking for a way to improve the light output throughout their building while reducing annual energy costs; however, they needed a cost-effective approach to accomplish these goals.

Community Building Solutions presented a turn-key project that was competitive with the lowest pricing seen to date, but also offered guaranteed energy savings amounts and a one-time rebate payment that would be secured by CB Solutions on behalf of the district. CB Solutions worked with a local electrical contractor to deliver a comprehensive LED lighting project that significantly improved the light output throughout the building and eliminates the need for district staff to try and remember to turn off their lights each night. Today, the community members of Giltner enjoy a well-lit environment for competition, regional events, and most importantly, learning.

## KIMBALL PUBLIC SCHOOLS

### CONTACT INFORMATION

Trevor Anderson  
Superintendent  
tanderson@kpslonghorns.org  
(308) 235-2188  
901 South Nadine St.  
Kimball, NE 69145



### FINANCIAL PERFORMANCE

- Turnkey project price: \$2,835,355
- Annual Energy Savings: \$15,537
- Annual Maintenance Savings: \$17,000
- Avoided Costs: \$500,000
- 7-Year Financing Rate: 1.49%

### PROJECT SUMMARY

- Designed and installed Variable Refrigerant Flow (VRF) system in majority of building
- Added air conditioning and created independent HVAC system in gymnasium and auditorium
- Replaced existing single pane windows with double pane, low-e high efficiency windows
- Installed condensing units at Mary Lynch Elementary School to add cooling throughout building
- Installed energy-efficiency LED lighting at Mary Lynch, including new fixtures in the gym
- Updated and expanded the electrical capacity at both buildings to support cooling load
- Installed building automation system district-wide for modern control capabilities
- Provided and installed air purification devices at both buildings to help eliminate airborne viruses
- Delivered at a turnkey cost \$250,000+ lower than competitors

### KIMBALL'S STORY

The Kimball Board of Education and Administration knew upgrading their district buildings was an immediate need; neither of the buildings had central cooling and the high school heating system was 60+ years old. They explored new building construction, and considered other options with multiple companies, including ESCOs and architects. Eventually, Community Building Solutions was chosen to present its turnkey delivery method to the district that was significantly lower cost than other options they were shown. While a new building may be in the long-term plans, Kimball selected CB Solutions as its partner for upgrading existing buildings.

A variable refrigerant flow HVAC system replaced the heating-only air handlers throughout High School classrooms and offices, while packaged rooftop units provide heating, cooling and ventilation to the gymnasium and auditorium. The Elementary School heating system was only six years old, so CB Solutions designed a cooling system that utilizes the nearly-new heating system. Electrical capacity was added for the new cooling load at both buildings. Energy-efficient windows and lighting were installed to improve comfort, aesthetics, and reduce maintenance. Kimball's facilities now exceed modern standards of comfort which vastly improve the learning and teaching environment for their students and staff.

## PIERCE PUBLIC SCHOOLS

### CONTACT INFORMATION

Kendall Steffensen  
Superintendent  
kendallsteffensen@piercebluejays.org  
(402) 750-8818  
201 N Sunset St.  
Pierce, NE 68767



### FINANCIAL PERFORMANCE

- Turnkey project price: \$1,218,541
- Annual Energy Savings: \$40,860
- Annual Maintenance Savings: \$11,500
- Avoided Costs: \$350,000
- 4-Year Financing Rate: 2.37%

### PROJECT SUMMARY

- Replaced 100-ton chiller and other mechanical equipment at the Elementary School
- Installed packaged rooftop units for Elementary School multi-purpose room
- Designed and installed new DDC controls system to replace the outdated pneumatics system
- Replaced atmospheric boilers with 96% efficiency condensing boilers
- Installed double-pane windows at the district auditorium to eliminate original, single-pane windows
- Installed energy-efficiency LED lighting throughout the district, including new fixtures in many areas

### PIERCE'S STORY

The Pierce Board of Education and administration wanted to eliminate the difficult and expensive-to-maintain pneumatic control system at their elementary school. After CB Solutions conducted a comprehensive analysis of their buildings, the district elected to update the nearly 50-year-old mechanical equipment while installing a new controls platform. They also chose to convert outdated fluorescent lighting to LED in all district buildings.

Community Building Solutions worked to understand the district's objectives and translate those into a project that surpassed each of their needs. By managing all aspects of the project – from engineering to construction management to savings measurement and verification – CB Solutions delivered more scope than the district anticipated, at a cost significantly lower than the original project budget.

Today, Pierce has an efficient and effective HVAC system at its elementary school that is easy for district staff to operate and maintain. By proactively updating the high school boilers, the district will save money on potential maintenance costs and avoiding costs of inflation in future years. The auditorium's new windows improved the aesthetics of a building used by the community year-round. Finally, LED lighting generated ongoing utility savings while eliminating maintenance headaches by eliminating outdated fluorescent lamps and ballasts.

## SUPERIOR PUBLIC SCHOOLS

### CONTACT INFORMATION

Marty Kobza  
Superintendent  
mkobza@superiorwildats.org  
(402) 879-3257 x127  
601 W. 8th St.  
Superior, NE 68978



### FINANCIAL PERFORMANCE

- Turnkey project price: \$679,420
- Annual Energy Savings: \$17,004
- Annual Maintenance Savings: \$15,000
- Avoided Costs: \$150,000

### PROJECT SUMMARY

- Designed and installed packaged rooftop units to condition High School gymnasium
- Designed and installed packaged rooftop unit and ductwork to serve Junior High School gymnasium
- Designed and installed new HVAC system to serve Junior High School locker rooms
- Upgrade electrical service, including new electric panels
- Integrated new HVAC equipment into existing building automation control system
- Designed and installed new welding room exhaust system
- Installed energy-efficiency LED lighting throughout the district, including new fixtures in many areas

### SUPERIOR'S STORY

The Superior Board of Education and administration needed a partner to cost-effectively upgrade comfort in their two competition gymnasiums. These gyms are occupied frequently by district patrons, as they are widely used for both district and community activities; however, with no air conditioning in either gym, the district did not feel it was serving the community as effectively as it could and should.

The Superior administration had investigated working with a traditional ESCO to air condition the gyms but found the cost would exceed \$1 million – a cost they could not bear. They turned to Community Building Solutions to lead all aspects of the project – from engineering to construction management to savings measurement and verification. CB Solutions delivered more scope, at a cost about 40% lower than the project budget provided by a traditional ESCO.

Today, Superior has efficient and effective HVAC systems serving their gyms, along with a new system in the Junior High School locker rooms. Each system is easy for staff to operate and maintain. LED lighting was installed throughout all spaces, generating utility savings while eliminating maintenance headaches. CB Solutions was also able to upgrade the welding shop exhaust system, while operating far beneath the district's original project budget.



**INTERLOCAL COOPERATIVE AGREEMENT  
AMENDED MARCH 14, 2023**

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as “Banner County”), Bayard Public School District No. 62-0021 (hereinafter referred to as “Bayard”), Bridgeport Public School District No. 62-0063 (hereinafter referred to as “Bridgeport”), Creek Valley Public School District No. 25-0025 (hereinafter referred to as “Creek Valley”), Gering Public School District No. 79-0016 (hereinafter referred to as “Gering”), Kimball Public School District No. 53-0001 (hereinafter referred to as “Kimball”), Minatare Public School District No. 79-0002 (hereinafter referred to as “Minatare”), Mitchell Public School District No. 79-0031 (hereinafter referred to as “Mitchell”), Morrill Public School District No. 79-0011 (hereinafter referred to as “Morrill”), and Sidney Public School District No. 17-0001 (hereinafter referred to as “Sidney”), collectively referred to in this Interlocal Cooperative Agreement as the “parties”.

**RECITALS**

**WHEREAS**, Banner County, Bayard, Bridgeport, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, and Sidney are desirous to enter into an Interlocal Cooperative Agreement, the purpose of which is to provide an alternative learning environment for students; and

**WHEREAS**, Banner County, Bayard, Bridgeport, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, and Sidney are determined that the establishment of this Interlocal Cooperative Agreement will best serve the students of each respective school district and further shall provide the means of improving and facilitating the quality of education for said students and further shall provide a means of sharing instructional assignments, programs, activities, and functions thereby eliminating duplications of cost of providing such services.

**NOW, THEREFORE, IT IS AGREED** by and between the parties as follows:

**1. NAME**

The name of the Interlocal Cooperative Agency hereby established shall be:

**VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL** (hereinafter referred to as “VALTS”)

**2. PURPOSE**

Banner County, Bayard, Bridgeport, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, and Sidney hereby agree pursuant to the terms of this Interlocal Cooperative Agreement that there is hereby established an Interlocal Cooperative Agreement pursuant to Sec. 13-804 R.R. S. 1943 et seq. hereby establishing a separate entity for the purpose of providing for the general education needs and providing educational

services as identified and required by member school districts and further providing for economy, efficiency and cost effectiveness in the cooperative delivery of education services.

Subject to approval by the Board of Education of VALTS, the allocation of educational slots for students attending VALTS shall be as follows:

Gering Public School District #16	=	10 slots
Mitchell Public School District # 31	=	8 slots
Sidney Public School District #1	=	4 slots
Bridgeport Public School District #63	=	3 slots
Morrill Public School District #11	=	3 slots
Bayard Public School District #21	=	2 slots
Minatare Public School District #2	=	2 slots
Creek Valley Public School District #25	=	1 slot
Kimball Public School District #1	=	1 slot
Banner County Public School District #1	=	1 slot

Additional slots for districts may be allowed if approved by VALTS/ESU #13 Administration. Member districts also have the option of transferring excess student slots. Any transfer must meet the following conditions:

1. Should a district assume such a slot, the cost of the slot will be the prevailing rate charged all member districts for that same year.
2. The district assuming the slot will pay for the slot on a quarterly basis.

### **3. GOALS**

1. To provide alternative ways for students to achieve high school graduation resulting in increased graduation rates and preparation for life after high school.
2. To certify that, upon completion of a course, students will have reached or surpassed the district and/or state performance assessments which measure student progress.
3. To develop innovative student performance assessments which measure student progress.
4. To provide a caring, diversified learning environment where students will develop positive self-concepts, increase their self-esteem, and recognize and appreciate the correlation between education and success in the workplace.
5. To be accountable to the community and the home school district through quality student achievement.
6. To provide opportunities for community involvement.
7. To provide a safe and orderly school environment.

8. To provide an alternative, diversified environment where students can achieve success.

**4. MISSION**

The mission of VALTS is to empower students to meet the challenges of our changing world. Our setting will create engaging and empowering learning opportunities.

**5. PHILOSOPHY**

The philosophy is based upon the belief that students have a right to a free, appropriate education; and students, when offered the appropriate environment, can experience educational success. The traditional education model, effective as it may be for the majority of our students, does not provide the right environment for some students. VALTS will be student rather than department centered. Its curriculum will be built upon state and district mandated standards.

**6. DURATION**

This Interlocal Cooperative Agreement shall continue until terminated by the Parties as provided herein. This Agreement may be terminated by agreement of all Parties.

**7. NOTICE OF PARTICIPATION**

The district will be committing to participate in VALTS for two school years beyond the current school year. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by the VALTS Board of Education. The VALTS Board of Education shall, on an annual basis, discuss procedures to address any shortfalls or excesses in the budget which may exist.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to increase slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall be subject to the approval of ESU #13 and the VALTS Board of Education as to if it will become effective for the upcoming year.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to decrease slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall not become effective for the upcoming year, but shall become effective for the following year.

If a party is completely withdrawing from the VALTS program, it must give notice before February 1st of the current school year, and such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or

otherwise dispose of assets of the Interlocal Cooperative Agency.

**8. GENERAL POWERS**

Said Interlocal Cooperative Agency shall have all power authorized by the laws of the State of Nebraska including the power to acquire or dispose of real and personal property and shall constitute a separate public body corporate and politic of the state and shall have power: (a) to sue and be sued; (b) to make and execute contracts and other instruments necessary and convenient to exercise of its power; (c) and from time to time to make, amend and repeal bylaws, rules and regulations not inconsistent with the Interlocal Cooperative Act and the agreement providing for its creation, and to carry out and effectuate said powers and purposes.

**9. GENERAL ORGANIZATION**

This Interlocal Cooperative Agency shall be governed by a Board of Education which shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also elect a Secretary and appoint the ESU #13 Business Manager as the Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

**10. PURCHASING PROCEDURES**

The VALTS Board of Education recognizes the importance of a sound fiscal management program and expects VALTS to maintain an efficient and consistent procedure in purchasing materials and services for the school. All purchasing for VALTS will adhere to the ESU #13 approved purchase process and relevant Board policies.

**11. TERMINATION-DISPOSAL OF ASSETS**

Upon agreement of the participating parties (all parties other than a party who may have

withdrawn) to terminate this Interlocal Cooperative Agreement, the participating parties shall, upon payment of all debts, distribute remaining assets on pro rata; i.e.:

Gering Public School District #16	=	29%
Mitchell Public School District #31	=	23%
Sidney Public School District #1	=	11%
Bridgeport Public School District #63	=	8%
Bayard Public School District #21	=	6%
Creek Valley Public School District #25	=	3%
Kimball Public School District #1	=	3%
Minatare Public School District #2	=	6%
Morrill Public School District #11	=	8%
Banner County Public School District #1	=	3%
		<hr/>
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education of Creek Valley Public School District No. 25-0025, of the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Minatare Public School District No. 79-0002, the Board of Education of Mitchell Public School District No. 79-0031, the Board of Education of Morrill Public School District No. 79-0011, and the Board of Education of Sidney Public School District No. 17-0001, and upon execution of such agreement by the Presidents of such school districts.

**SIGNATURE PAGES TO FOLLOW**

BANNER COUNTY PUBLIC SCHOOL  
DISTRICT NO. 04-0001

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

CREEK VALLEY PUBLIC SCHOOL  
DISTRICT NO. 25-0025

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

SIDNEY PUBLIC SCHOOL  
DISTRICT NO. 17-0001

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

# Johnson Controls planned service proposal

## Prepared for BAYARD ELEMENTARY SCHOOL

Customer  
BAYARD ELEMENTARY SCHOOL

Local Johnson Controls Office  
5125 CARROLL COURT SUITE 400  
EVANSVILLE, WY 82636

Agreement Start Date:  
01/01/2023

Proposal Date  
12/15/2022

Estimate No:  
1-1IOSYJYN



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

### Planned service proposal for BAYARD ELEMENTARY SCHOOL

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2023 and ending 12/31/2023.
- The agreement price for first year is \$29,650.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Mitchell Wood  
Service Manager  
(866) 825-8861

**The power behind your mission**

## Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

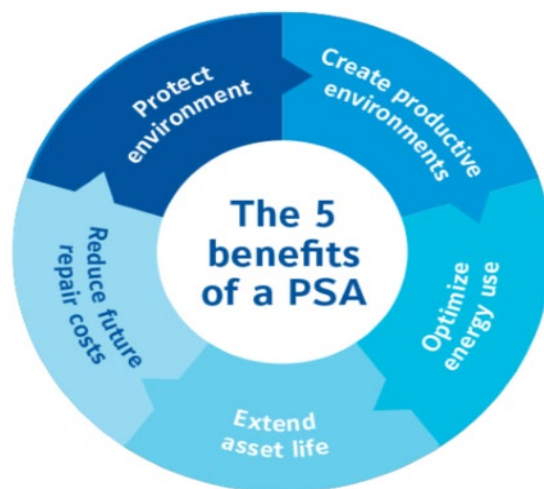
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Our partnership

### Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

### Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

## Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of services and options

### Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

### Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

## Planned Service Agreement

Customer Name : BAYARD ELEMENTARY SCHOOL  
Address: E 8TH ST BAYARD,NE 69334-0000  
Proposal Date: 12/15/2022  
Estimate #: 1-1IOSYJYN

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 01/01/2023 and will continue until 12/31/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.



**Schedule A - Equipment List**

<b>BAYARD JUNIOR AND SENIOR HIGH SCHOOL</b>	<b>726 4TH AVE BAYARD, NE 69334-2065</b>
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**Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons**

Quantity: 6 Coverage Level: Basic	<b>Services Provided</b> 1 Condenser Coil Cleaning 2 Operational (Mid Season - Cooling/Heating with Economizer) 1 Gas Heating Comprehensive (with Economizer) 1 Cooling Comprehensive (with Economizer)
<b><u>Customer Tag</u></b> RTU Band Commons Area RTU - AAON 1 - South RTU - AAON 2 - North Woodshop Classroom McQuay Woodshop Work Area	<b><u>Manufacturer</u></b> McQuay International  Aeon Coil Products McQuay International McQuay International
	<b><u>Model #</u></b> CUR085FN21  RN-016-3-0-BA02 CUR085FN1 CUR085FN21
	<b><u>Serial #</u></b> 5 VJ84078-01  200904-ANGM05327 5VJ84079-03 5VJ 84079-03

**Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 25.5-60 Tons**

Quantity: 1 Coverage Level: Basic	<b>Services Provided</b> 1 Condenser Coil Cleaning 2 Operational (Mid Season - Cooling/Heating with Economizer) 1 Gas Heating Comprehensive (with Economizer) 1 Cooling Comprehensive (with Economizer)
<b><u>Customer Tag</u></b> Auditorium - McQuay Unit	<b><u>Manufacturer</u></b> McQuay International
	<b><u>Model #</u></b> T
	<b><u>Serial #</u></b> G

**Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons**

Quantity: 10 Coverage Level: Basic	<b>Services Provided</b> 1 Condenser Coil Cleaning 2 Operational (Mid Season - Cooling/Heating with Economizer) 1 Gas Heating Comprehensive (with Economizer) 1 Cooling Comprehensive (with Economizer)
<b><u>Customer Tag</u></b> Choir Classroom Concession Area Old Locker Room - Boys Old Locker Room - Girls RTU - AAON 3 - 100% Freshair	<b><u>Manufacturer</u></b> Snyder General  Trane
	<b><u>Model #</u></b> YSC036AIRHAOP000 RM-006-3-0-EA09-53
	<b><u>Serial #</u></b> 0973077090  2321016581 200904-AMGF48059

Johnson Controls **Planned Service Proposal**  
 Prepared for BAYARD ELEMENTARY SCHOOL

Classroom		9		
RTU - AAON 4 - North				
RTU - AAON 5 - South				
RTU - AAON 6 - New Locker Rooms				
Weight Room Hallway	Rheem	RKNL-B120DL22E	F481400847	
Welding Shop Classroom	McQuay International	PGDB048F1DOIN2X	R89239C042	

**Product: Pneumatic, Logic Network Time Ctrl**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

**Customer Tag**  
 ELECTRIC PANEL MECH ROOM

**Manufacturer**

**Model #**

**Serial #**

**Product: Chiller, Air Cooled, Reciprocating, 40-99 Tons**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 3 Operational  
 1 Condenser Coil Cleaning  
 1 Comprehensive

**Customer Tag**  
 Mcquay 60T chiller

**Manufacturer**

**Model #**

**Serial #**

**Product: Boiler, Gas-Fired, Water Tube, 151-300 HP**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 3 Operational  
 1 Combustion Analysis  
 1 Comprehensive

**Customer Tag**  
 Mech room boiler

**Manufacturer**

**Model #**

**Serial #**

**Product: Pump, Circulating, 0-10 HP**

Quantity: 4  
 Coverage Level: Basic

**Services Provided**  
 3 Operational  
 1 Comprehensive

**Customer Tag**  
 PUMP-SML Circ Boiler  
 PUMP-SML Circ Chiller

**Manufacturer**

**Model #**

**Serial #**

Johnson Controls **Planned Service Proposal**  
 Prepared for BAYARD ELEMENTARY SCHOOL

PUMP-SML System 1  
 PUMP-SML System 2

**Product: Terminal Product, Unit Ventilator, 500-1000 CFM**

Quantity: 29

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Unit Vents 001			
Unit Vents 002			
Unit Vents 003			
Unit Vents 004			
Unit Vents 005			
Unit Vents 006			
Unit Vents 007			
Unit Vents 008			
Unit Vents 009			
Unit Vents 010			
Unit Vents 011			
Unit Vents 012			
Unit Vents 013			
Unit Vents 014			
Unit Vents 015			
Unit Vents 016			
Unit Vents 017			
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Unit Vents 020			
Unit Vents 021			
Unit Vents 022			
Unit Vents 023			
Unit Vents 024			
Unit Vents 025			
Unit Vents 026			
Unit Vents 027		SCBBTEWY15151	6VL10037-00
Unit Vents GYM FREE STANDING 01			
Unit Vents GYM FREE STANDING 02			

**Product: Computer Room Unit, with Remote Condenser, 5-12.5 Tons**

Quantity: 1

Coverage Level: Basic

**Services Provided**

3 Operational  
 1 Comprehensive

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

small split - computer room

<b>BAYARD ELEMENTARY SCHOOL</b>	<b>E 8TH ST BAYARD, NE 69334-0000</b>
---------------------------------	---

<b>Product: Boiler, Gas-Fired, Fire Tube, &lt;50 HP</b>			
Quantity: 1		<b>Services Provided</b>	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Boiler 1		CL-90W-FDG	62408

<b>Product: Boiler, Gas-Fired, Fire Tube, &lt;50 HP</b>			
Quantity: 1		<b>Services Provided</b>	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Boiler 2			

<b>Product: Air Compressor/Dryer, Air Compressor, Commercial, &lt;5 HP</b>			
Quantity: 1		<b>Services Provided</b>	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Boiler Room Air Compressor			

<b>Product: Pneumatic, Receiver Controller</b>			
Quantity: 6		<b>Services Provided</b>	
Coverage Level: Basic		2	Operational
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Classroom Mixed Air #01			
Classroom Mixed Air #02			
Classroom Mixed Air #03			
Classroom Mixed Air #04			
Classroom Mixed Air #05			

<b>BAYARD ELEMENTARY SCHOOL</b>	<b>E 8TH ST BAYARD, NE 69334-0000</b>
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Classroom Mixed Air #06

**Product: Pneumatic, Room Thermostat**

Quantity: 13

Coverage Level: Basic

**Services Provided**

2 Operational

**Customer Tag**

- Classroom tstat #01
- Classroom tstat #02
- Classroom tstat #03
- Classroom tstat #04
- Classroom tstat #05
- Classroom tstat #06
- Classroom tstat #07
- Classroom tstat #08
- Classroom tstat #09
- Classroom tstat #10
- Classroom tstat #11
- Classroom tstat #12
- Classroom tstat #13

**Manufacturer**

**Model #**

**Serial #**

**Product: Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, >1800 CFM**

Quantity: 13

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

- Fan Coil Unit #01
- Fan Coil Unit #02
- Fan Coil Unit #03
- Fan Coil Unit #04
- Fan Coil Unit #05
- Fan Coil Unit #06
- Fan Coil Unit #07
- Fan Coil Unit #08
- Fan Coil Unit #09
- Fan Coil Unit #10
- Fan Coil Unit #11
- Fan Coil Unit #12
- Fan Coil Unit #13

**Manufacturer**

**Model #**

**Serial #**

**Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP**

Quantity: 1

Coverage Level: Basic

**Services Provided**

3 Operational  
 1 Comprehensive

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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
GYM AHU			

**Product: Split System, Cooling Only, <7.5 Tons**

Quantity: 5  
 Coverage Level: Basic

**Services Provided**  
 1 Condenser Coil Cleaning  
 3 Operational (Mid Season - Cooling Only)  
 1 Cooling Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Kitchen SPLIT Gym 1 SouthEast SPLIT Gym 2 NorthWest SPLIT Gym 3 NorthEast SPLIT Gym 4 Southwest	Bryant	561CP060-H	2802E04871
	Bryant		2802E04937

**Product: Pump, Circulating, 0-10 HP**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 3 Operational  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
PUMP- Fan Coil Units PUMP-Gym AHU			

**Product: Refrigeration, Refrigerator Walk-in**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 4 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Walk-In Cooler			

**Product: Refrigeration, Freezer Walk-in**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 4 Operational

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**Customer Tag**  
Walk-In Freezer

**Manufacturer**  
Copeland

**Model #**

**Serial #**  
2410086

## Equipment tasking

### **Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters
- Check for proper oil level in compressor
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Air Handling Unit (AHU), Mixed Air, 15-30 HP**

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Visually inspect damper(s)
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check for unusual noise and vibration
- Check for deterioration of gaskets and seals
- Check overall condition of unit

- Visually inspect for fluid leaks of coils and connecting piping
- Check starter/contactor
- Check and tighten electrical connections
- Check damper operation and lubricate as required
- Visually check control valve(s)
- Lubricate blower and motor bearings
- Clean condensate pan and clear drain line
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect motor mounting isolators
- Check for integrity of cabinet hardware
- Visually inspect damper(s)
- Verify damper operation
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

**Boiler, Gas-Fired, Fire Tube, <50 HP**

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly

- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Boiler, Gas-Fired, Water Tube, 151-300 HP**

#### Combustion Analysis

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

#### Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls

- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Chiller, Air Cooled, Reciprocating, 40-99 Tons**

#### **Comprehensive**

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

#### **Operational**

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper chilled water flow
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check for proper capacity control operation
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

#### **Condenser Coil Cleaning**

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Computer Room Unit, with Remote Condenser, 5-12.5 Tons**

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper humidifier operation
- Check humidifier pan for signs of debris
- Check water make-up valve for leaks
- Check blower motor operation
- Check condition of pulley and belts
- Check condenser fan motors and blades
- Check the dry cooler or condenser coil for debris
- Visually check for glycol leaks (if applicable)
- Check condition of evaporator coil
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical components for signs of over heating
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for proper humidifier operation
- Check humidifier pan for signs of debris
- Clean humidifier pan (if applicable)
- Replace humidifier canister or quartz bulbs (customer provided)
- Conduct refrigerant leak check
- Lubricate blower and motor bearings
- Check and tighten electrical connections
- Check contactor(s)
- Check operating controls
- Check water make-up valve for leaks
- Check blower motor operation
- Check condition and alignment of pulley and belts
- Check condition of evaporator coil
- Check condition of dry cooler or condenser coil
- Check condition of filters
- Clean condensate pan and clear drain line
- Check operation of reheat function
- Visually check for glycol leaks (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Pneumatic, Logic Network Time Ctlr**

Operational

- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

### **Pneumatic, Receiver Controller**

Operational                      Check with appropriate customer representative for operational deficiencies  
Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity,  
actions, follow-up, etc  
Complete any required maintenance checklists, report observations to  
appropriate customer representative

### **Pneumatic, Room Thermostat**

Operational                      Check with appropriate customer representative for operational deficiencies  
Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity,  
actions, follow-up, etc  
Complete any required maintenance checklists, report observations to  
appropriate customer representative

### **Pump, Circulating, 0-10 HP**

Comprehensive                      All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check coupling  
Lubricate pump and motor bearing(s) per manufacturer's recommendation  
Record and log all operating parameters  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to  
appropriate customer representative

Operational                      All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to  
appropriate customer representative

### **Refrigeration, Freezer Walk-in**

Operational                      Check with appropriate customer representative for operational deficiencies  
Check condenser  
Check pressures  
Inspect door(s)  
Check coil(s)  
Check electrical connections  
Check operating temperatures  
Inspect defrost systems for proper operation  
Check for unusual noise and vibration  
Clean area around equipment

Complete any required maintenance checklists, report observations to appropriate customer representative

### **Refrigeration, Refrigerator Walk-in**

Operational

Check with appropriate customer representative for operational deficiencies  
Check condenser  
Check pressures  
Inspect door(s)  
Check coil(s)  
Check electrical connections  
Check operating temperatures  
Inspect defrost systems for proper operation  
Check for unusual noise and vibration  
Clean area around equipment  
Complete any required maintenance checklists, report observations to appropriate customer representative

### **Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 25.5-60 Tons**

Condenser Coil  
Cleaning

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Rinse coil(s) thoroughly with water  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive  
(with Economizer)

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories (if applicable)  
Check and tighten electrical connections  
Check VFD operation and clean cooling fan intake (if applicable)  
Check contactor(s)  
Check condition of condenser coil  
Check condition of evaporator coil  
Check condenser fan motors and blades  
Check blower motor operation  
Lubricate blower and motor bearings  
Check economizer operation  
Lubricate and adjust economizer damper linkages  
Verify proper operation of exhaust motor (if applicable)  
Check condition and alignment of pulley and belts  
Check condition of filters  
Clean condensate pan and clear drain line  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Record and log all operating parameters  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating  
Comprehensive (with

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies

Economizer)

- Check and tighten electrical connections
- Check contactor(s)
- Check combustion blower motor operation
- Check igniter and pilot operation
- Check condition of heat exchanger
- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line (within cabinet)
- Check condition of pulley and belts
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling/Heating with Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Check economizer operation
- Check heating operation (when applicable)
- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons**

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive (with Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check and tighten electrical connections
- Check VFD operation and clean cooling fan intake (if applicable)
- Check contactor(s)
- Check condition of condenser coil
- Check condition of evaporator coil

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- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating  
Comprehensive (with  
Economizer)

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check and tighten electrical connections  
Check contactor(s)  
Check combustion blower motor operation  
Check igniter and pilot operation  
Check condition of heat exchanger  
Check condition of burners and clean as required in place  
Check for proper venting  
Check for leaks on gas line (within cabinet)  
Check condition of pulley and belts  
Check economizer operation  
Lubricate and adjust economizer damper linkages  
Verify proper operation of exhaust motor (if applicable)  
Check condition of filters  
Check for unusual noise and vibration  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid  
Season -  
Cooling/Heating with  
Economizer)

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories (if applicable)  
Check condition of condenser coil  
Check condition of evaporator coil  
Check condenser fan motors and blades  
Check blower motor operation  
Check economizer operation  
Check heating operation (when applicable)  
Check condition of pulley and belts  
Check condition of filters  
Check condensate drain  
Check for visual signs of refrigerant/oil leak(s)  
Visually inspect electrical connections  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons**

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Gas Heating Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation Check condition of heat exchanger Check condition of burners and clean as required in place Check for proper venting Check for leaks on gas line (within cabinet) Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid	All work must be performed in accordance with Johnson Controls safety policies

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Season -  
Cooling/Heating with  
Economizer)

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Check economizer operation
- Check heating operation (when applicable)
- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Split System, Cooling Only, <7.5 Tons**

Condenser Coil  
Cleaning

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check condition of condenser coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings (if applicable)
- Check condition and alignment of pulley and belts (if applicable)
- Check condition of filters
- Clean condensate pan and clear drain line (if readily accessible)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid  
Season - Cooling Only)

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check condition of condenser coil
- Check condenser fan motors and blades
- Check condensing unit electrical connections and contactor(s)
- Check blower motor operation
- Check condition of filters
- Check condition of pulley and belts (if applicable)
- Check condensate system

Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, >1800 CFM**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check condition of pulley and belts (if applicable)  
Check condition of coils  
Check condition of filters  
Check condensate drain  
Check for unusual noise and vibration  
Check unit for proper operation  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Terminal Product, Unit Ventilator, 500-1000 CFM**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check condition of pulley and belts (if applicable)  
Check condition of coils  
Check condition of filters  
Check condensate drain  
Check for proper operation of outside air dampers (if applicable)  
Check unit for proper operation  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

Year	Total Annual Dollar Amount	Payment Frequency
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**Special Additions and Exceptions**

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 4/22)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

### **B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

### **C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

### **D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

#### **E. WARRANTIES**

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

#### **F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI**

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
  - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
  - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
  - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
  - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
  - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
  - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

#### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

#### I. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.**

#### J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

#### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

### P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

### Q. JCI DIGITAL SOLUTIONS

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

### R. Privacy.

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

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Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

### 5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

### ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

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signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

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or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

#### CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

Johnson Controls **Planned Service Proposal**  
Prepared for BAYARD ELEMENTARY SCHOOL

Mr. Rodney Olson  
Superintendent  
Bayard Public Schools  
1000 Main Street  
Bayard, NE 69334

March 30th, 2023

To: Mr. Rodney Olson/Bayard School Board

Kindly accept this letter as my formal resignation as the 7-12 Industrial Arts Teacher at Bayard Public Schools. My last day will be May 21st. My family has decided to move to Waverly, Nebraska. The move will allow for more opportunities for my children. I will have nothing but wonderful memories of my 15 years here at Bayard High School. I am incredibly thankful for the opportunity to work with such amazing people.

Best Wishes,

A handwritten signature in black ink, appearing to read "Dwight Malcolm", with a long horizontal flourish extending to the right.

Dwight Malcolm

## **2000 Series - Administration**

### **POLICY NO.2000 - CENTRAL ADMINISTRATION**

The officers of the central administrative system shall include the Superintendent.

The function of the central administration shall be to plan for and to control, coordinate, supervise, and direct the whole system as a unified enterprise in accordance with the purposes, policies, plans, procedures and programs authorized by the Board of Education.

Adopted: 8-17-76

Reviewed: 2-8-10, 10-12-20, 7-12-21

## **POLICY NO.2001 - THE SUPERINTENDENT OF SCHOOLS**

The Superintendent of Schools shall be the chief executive officer of the Board of Education. He/She shall be in charge of the administration of the school system in all of its aspects. He/She shall carry out his/her administrative function in accord with the policies adopted by the Board of those mandated by the statutes. He/She shall be responsible for the efficient operation of the system in all its divisions.

Adopted: 8-17-76

Reviewed: 2-8-10, 10-12-20

Revised: 12-14-20, 7-12-21

**POLICY NO.2002 - SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT**

The board shall employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board shall consider applicants that meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board shall consider the qualifications, credentials and records of the applicants with regard to race, color, religion, sex, national origin, religion, age or disability. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board shall also consider the school district's educational philosophy, financial situation, organizational structure, education programs and other factors deemed relevant to the board.

The board may contract for assistance in the search for a superintendent.

The superintendent shall be appointed or not appointed in December of each year at the regular monthly meeting.

Adopted: 8-17-76

Revised: 8-8-77; 8-13-01; 3-8-10

Reviewed: 10-12-20, 7-12-21

## **POLICY NO.2003 - SUPERINTENDENT OF SCHOOLS: DUTIES**

As the chief executive of the local school district, responsible directly to the Board of Education, he/she shall have the following responsibilities and duties:

- a) To attend all meetings of the Board and Board committees except when his/her own employment status or salary is being considered.
- b) To formulate and present the Board action policies, plans, programs, and proposals for curriculum revision, together with full information pertaining thereto, which will make for improved school conditions,
- c) To keep the Board fully and regularly informed as to the effectiveness of the operation of existing policies.
- d) To recommend to the Board for appointment all certificated personnel required for teaching and supervision, or any other type of service which may be necessary for the operation of the schools.
- e) To hire, on behalf of the Board, all non-certificated personnel for clerical work, maintenance of buildings, custodial service, or any other type of service which may be necessary for the operation of the schools.
- f) To be responsible for the assignment, alteration of assignment, transfer, suspension and recommendations for promotion or dismissal of any certificated employee.
- g) To be responsible for the assignment, alteration of assignment, transfer, suspension and promotion or dismissal of any non-certificated employee.
- h) To prepare, transmit and explain the annual school budget for the Board's consideration and action.
- i) To administer the budget as approved by the Board and to interpret it to the community.
- j) To be responsible for the conduct of the instructional program and to provide courses of study, textbooks, supplies, and supervisions for the instructional program.
- k) To conduct a program of public relations that will keep the people fully informed of the activities, successes and needs of the school. He/She shall cause to be maintained a wholesome and cooperative working relationship between the schools and the community.
- l) To have the right to consolidate classes, assign pupils to buildings and classes, transfer pupils from one elementary school to another and, for cause, suspend pupils from schools. It shall be his/her duty to establish or alter the attendance boundaries for all the schools in the interest of a sound administration of the instructional program of the schools.
- m) To be responsible for the development, maintenance, and operation of a constructive program of in-service training and education for all employees of the school system and for this service he/she shall have power under budget control to employ lecturers, grant temporary leaves from work, and develop professional library facilities as required.

- n) To appoint, subject to the Board's approval, persons or committees to aid him in an advisory capacity in the discharge of his/her responsibilities.
- o) To exercise such other responsibilities and duties as will assist the Board in fulfilling its legislative function for the schools in an efficient and just manner.

Adopted: 8-17-76

Revised: 10-10-88, 12-14-20

Reviewed: 2-8-10, 10-12-20, 7-12-21

## **POLICY NO. 2004 - SUPERINTENDENT CONTRACT AND CONTRACT RENEWAL**

It shall be the responsibility of the board to provide the contract for the position of superintendent. The length of the contract for employment between the superintendent and the board shall be determined by the board, but shall not exceed three years. The contract will begin on July 1 and end on June 30. The contract shall state the terms of employment.

Before the board approves a proposed contract for superintendent services, or any proposed amendment to an existing contract, the board shall publish a copy of the contract or amendment, and a reasonable estimate and description of all current and future costs to the district if the proposed contract or amendment were to be approved, at least three days before the board meeting at which it will be considered. This publication shall also specify the date, time, and place of this public meeting. Electronic publication on the web site of the district shall satisfy this publication requirement if it is prominently displayed and allows public access to the entire proposed contract or amendment.

After the board approves the contract or contract amendments the board shall publish a copy of the contract, and a reasonable estimate and description of all current and future costs to the district that will be incurred as a result of the contract, within two days after the board meeting at which it was approved. Electronic publication on the web site must be prominently displayed as described above.

After approval of the contract or contract amendments, the board shall file a copy of the contract or amendments with the State Department of Education on or before August 1.

The superintendent serves the board as a probationary certificated employee, regardless of length of services. The superintendent's contract shall be deemed renewed and will remain in full force unless it is amended or not renewed. The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

In the event of nonrenewal, termination or amendment of a contract, the board shall afford the superintendent appropriate due process, including notice of its intent by the regular December Board Meeting. Unless continued by mutual written agreement according to statutory procedures, the board shall take final action on the contract by regular January Board Meeting.

If the superintendent wishes to resign, to be released from a contract, or to retire, the superintendent must comply with board policies dealing with retirement, release or resignation.

Legal Reference: Nebraska Statute 79-822 et seq.

Adopted: 3-8-10

Revised: 8-11-14

Reviewed: 10-12-20, 7-12-21

## **POLICY NO.2110 - PRINCIPALS: GENERAL PROVISIONS**

All building principals shall act as the chief administrative officer for their own school building and grounds. They shall be responsible for and shall have authority over the actions of students, professional and non-professional employees and visitors.

Adopted: 8-17-76

Reviewed: 2-8-10, 10-12-20, 7-12-21

**POLICY NO.2111 - PRINCIPAL QUALIFICATIONS, RECRUITMENT, APPOINTMENT**

The board shall employ building principals in addition to the superintendent, to assist in the daily operations of the school district.

The board shall consider applicants who meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the position. In employing a principal the board shall consider the qualifications, credentials, and records of the applicants without regard to race, color, religion, sex, national origin, age or disability. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a principal, the board shall also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for filling a principal position based on the requirement stated in this policy. The board shall act only on the superintendent's recommendation.

The board may contract for assistance in the search for principals.

Adopted: 8-17-76

Revised: 3-8-10, 9-13-21

Reviewed: 10-12-20, 7-12-21

## POLICY NO.2112 - PRINCIPALS: DUTIES

The administration of the individual school is the responsibility of the building principal. He/She serves as an authority on matters pertaining to organization, supervision, and administration of the building in all its aspects, subject to the approval of the Superintendent of Schools in accordance with the policies adopted by the Board of Education.

*Instruction.* While the principal will receive specialized help from coordinators, supervisors, or consultants, who work through him/her, he/she is finally responsible, under the direction of the Superintendent, for the success of the instructional program in his/her school. He/She visits classrooms frequently and makes suggestions to teachers for improvement in their methods of instruction and classroom management. He/She conducts regular teachers' meetings aimed toward the educational and professional development of his/her staff.

*Business.* The principal is responsible for the success of the non-instructional phases of his/her school program as they directly affect the instructional services. This includes certain phases of the custodial and maintenance services, building cafeteria operation, clerical services, and all other areas of the operation outside the classroom as they apply in his/her building.

*Public Relations.* The school is a center of neighborhood or community life, and the building principal must necessarily be the school system's representative in such local relationships. His/Her leadership in keeping parents informed concerning the educational plan and activities in his school is a vital part of the system's public relations program. To this end the principal, within the framework of general policy, is delegated such authority as will make him/her an effective local representative of the school administration and the Board of Education.

*Pupils.* The principal is responsible for the administration of policies concerning pupils, as adopted by the Board of Education. These include regulations with respect to entrance age, requirements for graduation, health, safety, fire drills, pupil personnel services, discipline, and provision of books and supplies. He/She assists in referring children for services available through consulting specialists employed by the District and is responsible for pupil accounting and records as required by the Board of Education and the State of Nebraska.

*Personnel.* The principal evaluates the work of all personnel in his/her building, and makes recommendations for their continued employment, their salary increment, reassignment, or separation from the system.

*Supervision.* The principal is expected to be at and help supervise all functions of his/her school. All school functions, i.e., football games, basketball games, band concerts, track meets, etc., will be supervised by all administrative personnel.

Adopted: 8-17-76

Reviewed: 2-8-10, 10-12-20

Revised: 12-14-20, 7-12-21

## **POLICY NO. 2113 - EVALUATION OF SUPERINTENDENT**

The members of the Board of Education shall conduct a written evaluation of the Superintendent. At a minimum the board will formally evaluate the superintendent twice in the first year and annually thereafter. The written report will be given to the superintendent and discussed with the superintendent during the regular December Board of Education Meeting.

Adopted: 11-11-91

Revised: 3-8-10

Reviewed: 10-12-20, 7-12-21