

**Board of Education Regular Meeting
Monday, December 9, 2024 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, December 9, 2024 at 7:00 PM in the Bayard High School Library located at 726 4th 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 4th 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
 - I.F. Pledge of Allegiance
- II. Approval of Agenda
- III. Introduction of Guests
- IV. Public Comments
- V. Consent Agenda
 - V.A. Minutes of Previous Meeting
 - V.B. Bills
 - V.C. Board Member Reports
 - V.D. Reports and Correspondence Requiring No Action
 - V.D.1. General Reports and Financial Reports
 - V.D.2. Reports for Information Only
 - V.E. Adoption of Policies on First Reading
 - V.F. Adoption of Policies on Second Reading
 - V.G. Approval of Contracts within Policy Guidelines
- VI. Invited Presentations and Discussions with Presenters
 - VI.A. Presentation of Teammates
 - VI.B. Review of HAL Program
- VII. Principals and District Administrators
- VIII. Curriculum and Instruction
- IX. Superintendent
- X. Board Committee Reports and Recommendations
- XI. Discussion Items
 - XI.A. Review and Discussion of Policies 5000 through 5020 in the 5000 series.
 - XI.B. Discussion Regarding the Nebraska School Boards Association New School Board Workshop and Legislative Issues Conference.
- XII. Action Items
 - XII.A. Discuss, Consider, and Take All Necessary Action in Regard to Consideration of Nominations for the Volunteer Section of the A.M. "Mike" Cillessen Memorial Board

- XII.B. Discuss, Consider, and Take All Necessary Action to a Community Teammates Partnership
- XII.C. Discuss, Consider, and Take All Necessary Action to the Approval of the Johnson Controls Contract for the 2025-2026 School Term
- XII.D. Discuss, Consider, and Take All Necessary Action to the Approval of Student Board Representative for 2025 Spring Semester
- XII.E. Discuss, Consider, and Take All Necessary Action to the Superintendent Contract Template
- XII.F. Discuss, Consider, and Take All Necessary Action in Regard to Evaluation of the Superintendent.
- XIII. Set Next Meeting Date
- XIV. 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"> * Oath of Office * Board Officer Elections * Designate Depository of the District * Designate Legal Firm for the District * Designate Auditors for the District * Designate Official to Apply for Grants and Testify Before Legislature * Board Code of Ethics * Discuss Board Committees * Approve Policy Manual * Review of Accountability and Disclosure Commission Conflict of Interest Reporting Form * NASB Legislative Issues Conference 	<ul style="list-style-type: none"> * Committee on American Civics Meeting * Policy Committee Meeting * Board Committee Assignments * Review Draft of School Calendar * Curriculum Review and Approve Course Catalog * Approve Negotiated Agreement with BEA * Update on State Standards Requirements * Discuss and Take Action on Compensation of Principals and Directors * NASB President's Retreat * NASB Budget and Finance Workshop * NSBA Advocacy Institute 	<ul style="list-style-type: none"> * Curriculum Committee Meeting * Building Committee Meeting * Approve School Calendar * Adopt Resolution Pertaining to Non-Resident Students * Tour of School Buildings, Facilities, Bus Barn * Review 5 Year Facilities Plan * Consider Curriculum Proposals * Discuss Compensation of Superintendent * NASB Membership Renewal * NAEP State Convention 	<ul style="list-style-type: none"> * Board Workshop * Board Self-Assessment And Board Goals * Approve FFA Trip to National FFA Convention * Review Strategic Plan Progress Report * Take Action on Compensation of Superintendent * NASB Spring Legal Workshop * NRCSA Conference * NSBA Annual Conference and Exposition 	<ul style="list-style-type: none"> * Review Extra-Duty Assignments * Approve Classified Staff Handbook, Preschool Handbook, and Pathfinders Program Handbook * Finalize Plan for District Summer Improvements * Review Pathfinders Program * Distribute Superintendent Evaluation (Long Form) * Attend Graduation Ceremony * Attend Staff Retirement Recognition 	<ul style="list-style-type: none"> * NSAA Related Activities Budget * Approve Activities Handbook for Head Coaches and Sponsors, Student and Parent Activity Handbook, and Student and Parent Handbook * Review State Aid Certification * Transportation Director Report * Evaluate Superintendent (Long Form) and Superintendent Goals * NASB School Law Seminar

Bayard School Board of Education Annual Calendar

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

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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Committee on American Civics Meeting

Monday, November 11, 2024 6:00 PM

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

Kim Burry: Present

Bill Ferrero: Present

Donna Stuart: Present

I. Opening the Meeting

I.A. Call to Order

I.B. Open Meetings Act

I.C. Notice of Meeting

I.D. Roll Call of Committee Members

The following board members were present: Kim Burry, Bill Ferrero, and Donna Stuart.

I.E. Status of Absent Committee Members

II. Approval of Agenda

Motion Passed: Motion to approve the agenda passed by Bill Ferrero and seconded by Donna Stuart.

Votes: Kim Burry: yea, Donna Stuart: yea, Bill Ferrero: yea

III. Introduction of Guests

IV. Public Comments

V. Review Nebraska State Statute 79-724

The board reviewed Nebraska State Statute 79-724.

VI. Committee Discussion Items

VI.A. Discussion Regarding Social Studies Curriculum and Instruction Compliance with Nebraska State Statutes 79-719 to 79-723 and the Social Studies Standards Adopted by the Nebraska State Board of Education.

The board discussed Social Studies Curriculum and Instruction Compliance with Nebraska State Statutes 79-719 to 79-723 and the Social Studies Standards adopted by the Nebraska State Board.

VI.B. Discussion Regarding Compliance with Statutory Requirements for Students

The board discussed compliance with statutory requirements for students.

VI.C. Discussion Regarding Curricular Materials/Resources and Recommendations for Updating of Altering Curricular Resources

The board discussed curricular materials and resources.

VI.D. Discussion Regarding Potential Strategies to Increase Positive Student Civics Participation in the Bayard Public Schools Community

The board discussed potential strategies to increase positive student civics participation in the Bayard Public School's Community.

VII. Set Next Meeting Date

Next Committee on American Civics Meeting scheduled for May 12, 2025 at 6:00p.m.

VIII. Adjourn

Motion Passed: Motion for adjournment at 6:30p.m. passed with a motion by Donna Stuart and a second by Bill Ferrero.

Votes: Kim Burry: yea, Donna Stuart: yea, Bill Ferrero: yea

Secretary

Board of Education Regular Meeting

Monday, November 11, 2024 7:00 PM

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

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 Burry at 07:00p.m. President Burry 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: Kim Burry, Bill Ferrero, Randy Eirich, Donna Stuart Administrators present: Superintendent Olson, Principal Rice, and Director Nesbitt.

I.E. Status of Absent Board Members

Motion Passed: Motion to approve the absence of board members Joe Applegate and Carolyn Applegate passed with a motion by Randy Eirich and a second by Bill Ferrero.

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

I.F. Pledge of Allegiance

II. Approval of Agenda

Motion Passed: Motion to approve the agenda passed with a motion by Donna Stuart and a second by Randy Eirich.

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

III. Introduction of Guests

The guests introduced themselves to the board.

IV. Public Comments

Greg Schmall addressed the board.

V. Consent Agenda

Motion Passed: Motion to approve the Consent Agenda passed with a motion by Randy Eirich and a second by Donna Stuart.

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

V.A. Minutes of Previous Meeting

V.B. Bills

V.C. Board Member Reports

V.D. Reports and Correspondence Requiring No Action

V.D.1. General Reports and Financial Reports

V.D.2. Reports for Information Only

V.E. Adoption of Policies on First Reading

V.F. Adoption of Policies on Second Reading

V.G. Approval of Contracts within Policy Guidelines

V.H. Review District Annual Report

V.I. Review ACT Results

VI. Invited Presentations and Discussions with Presenters

VI.A. Presentation from Platte Valley Bank

Platte Valley presented to the board.

VI.B. Presentation from Nebraska Bank

Nebraska Bank presented to the board.

VI.C. Presentation with Members of the Junior Class Regarding Plans for the Junior/Senior Prom

Lexi Nesbitt presented to the board regarding the plans for the Junior/Senior Prom.

VI.D. Presentation of the 2023-2024 District Audit by Rauner & Associates

Julie Peetz, Rauner & Associates, presented the 2023-2024 District Audit to the board.

VII. Principals and District Administrators

Mrs. Ehler provided her report to the board. Academics: Our “Ketchup List” is going out weekly to track students who have low grades and need extra assistance from teachers during Academic Intervention. We do this to mimic the high school eligibility list and prepare students for the requirements across the street. Our Reading teachers continue to have discussions on vertical alignment to ensure that students are getting consistent instruction. Our WORDS coaches were here November 7 to observe classes and continue to build plans to improve reading instruction for K-3 grade teachers. Leadership: A team of staff attended the Continuous Improvement Planning session with NDE on October 23. This team will continue to meet to improve and update our plan as we get closer to our five-year accreditation visit. This will also be helpful as we begin to think about a new Strategic Plan for our district. Student Lighthouse Team continues to take an active role in many areas including assemblies, AR party planning, and

fundraising. They are currently selling Little Caesar's Pizza as a fundraiser. Engagement: We have had several family events to start the year, most recently we had Lights on After School, and the book fair is our next family night with soup supper November 21! Admission will be a free will donation of various kinds of school supplies that teachers need to replenish. We are looking for volunteers to help fun the book fair throughout the day. We have partnered with the Greek Orthodox Church to provide Thanksgiving baskets for some of our families in need. I have sent out a digital newsletter via Remind and our school website. The goal of this would be to increase public communication and transparency. Community: Mrs. Jobman partnered with the Lions Club of Bridgeport for Health screenings and PPHD for dental screenings. We had a great Red Ribbon Week with dress up days and learning about the effects of drug use. Our students were able to travel to Janice Scott's home (Jessica Klassen's mother) to pick pumpkins, enjoyed fresh baked cookies, apple cider, and koolaid. This was a wonderful event, provided free of charge, and we are so thankful for her willingness to grow these pumpkins and host an entire event for our students. We celebrated Fire Safety Week with a visit from the Bayard Fire Department on October 25. Fourth Grade traveled to the Legacy of the Plains Museum for Tools and Technology October 16, Animals Inside Out October 17, and Flowerfield October 18. Dr. Rice presented her report to the board. Academics: We were pleased with the results of the Pre-ACT. The Sophomores took part in the Career Cab event (formally the Business and Industry Tour) on Oct. 16th. Thank you to Mrs. Rafferty for making this event possible for our students. The results of the October ACT tests are trickling in. I am hoping to have information for you at the meeting. Our 7th graders are demonstrating great academic leadership. 100% of the class passed all of their classes for the 1st quarter. 28 students competed at Scholastic Day on October 9th. I would like to commend the following students for placing in the top 10 in the following areas: Henry Dueker: 7th in Advanced Mathematics, 2nd in Physical Science, and 5th in Trigonometry. Kalie Hopkins: 9th in Equine Management Tayton Wyckoff: 4th in Veterinary Science. Leadership: Students are working on activities for National Kindness Day. I would like to commend Mrs. White for leading this event. Mrs. White is also commended for continuously updating the bulletin boards in the hallways. Her efforts are greatly appreciated! I would like to commend Mrs. Becca Smith and the rest of the elementary for organizing the Veteran's Day program. I would like to commend Mr. Nesbitt for the job he has done during the fall season. We have had many compliments from patrons and officials throughout the season. Engagement: We had 6 Students attend the CSC Art Day on November 5th. Thank you to Mrs. Klassen for her dedication to this program. 13 students will participate in the WTC Honor Choir on November 18th. I would like to commend these students for the work they are doing outside of the classroom to prepare for this event. The Choir also had 4 students audition for the UNK Honor Choir and 5 audition for the CSC High Plains Honor Choir. The results will be announced for both in December. Community: The 21st Century Singers performed at Old West Weekend and received a silver. The students will be caroling at various nursing homes as well as at their Christmas concert on December 17th. We held a "Bring your own bucket" event on Halloween. Staff and students were encouraged to dress up and bring a bucket to school. Teachers provided treats for their students while the offices provided treats for all staff and students who participated. 70% of the student body participated and many stated they enjoyed the event. I would like to thank the staff for making this event possible!

Mr. Nesbitt presented his report to the board. Academics: We have 7 students in fall activities to be nominated and were part of the Academic All-State team. They will receive their awards during our awards ceremony on Tuesday, November 12th, 2024. We are working on the academic

letters from the previous year. I hope to get those out to the kids soon. Leadership: Facilities: I appreciate our custodial staff's hard work to ensure our facilities are well-kept and safe. They have been doing a great job keeping up with our busy year. Football: Year in Review: This year the football team went 1-7 and was very young this year. We did not have any seniors on the team and most of our players were sophomores and juniors. We look for this team to grow next year with all the experience they had this year. Notable was the comeback win against Morrill. The game was back and forth, but the boys came together to pull off a hard-fought win this year. They showed some grit in all the games this year. Volleyball: Year in Review: The 2024 season was truly a season of growth. We ended the season 8-22 and, unfortunately, did not make it past our first sub-districts game. While I could list more season numbers to you, stats and scores do not accurately depict the amount of improvement these girls saw within 3 months. Our season was a constant up-and-down and the girls grew from all of the lows we faced. One of our greatest successes of the year was the WTC tournament where we placed 5th, beating Kimball and Hemingford. Softball: Year in Review: The 2024 season was a remarkable one for the Bayard High School softball team, marking our most successful year yet with a record of 12-13-1. Our athletes put in an incredible effort, and it showed in every aspect of our game. One of the highlights was our impressive 195 stolen bases, placing us among the top teams in the state in this category. This kind of hustle speaks to the dedication and determination our players brought to the field day in and day out. We also saw 15 individual records fall this year, showcasing the progress our athletes have made and the talent that defines our team. Beyond the numbers, it was a season of milestones. We beat Chadron for the first time in sub-districts. We're also incredibly proud to have three of our players moving on to play college softball, continuing their journeys at the next level. Their hard work and dedication have set the standard for our future athletes, and we can't wait to see them thrive. I also sat with Mr. Posey and girls interested in softball next season to get any ideas on numbers for the upcoming season. We do our scheduling now for next season so need to get an idea of what softball will look like next year. Girls Golf: Year in Review: Girls Golf had a great year with new clubs. We had girls who finished in the Top 10 in 2 different meets this year. This girl's golf team was runner-up in the WTC this year at Kimball as one of their biggest accomplishments. We have 1 golfer graduating but will bring back 3 golfers and possibly some freshmen next season. XC: Year in Review: This small but mighty team came in with less experience than in years past but made great strides throughout the season. After battling the first few weeks, they started asking questions and finding ways to improve. They continually improved all season and enjoyed the challenges that the different courses had to offer. 21st show choir: They performed in the Old West Choir Fest in Scottsbluff. They received a silver for their performance. No other teams in their performance group received a gold as judging was intense this year. They are working to raise money to sing at the Nuggets game this year. Also, we have our Christmas concert coming up that they have begun prepping for. Boys Basketball: Mr. Simons and Mr. Posey will be coaching the boys this year. At the first meeting they had 15 boys interested so at this time we are excited to be able to play full JV games when other teams are interested. Girls Basketball: Mr. Ehler and Ms. Dobrinski will be coaching the girls this year. They will be looking at 10 girls out this year. So we will be looking at ways to get a quarter for some of those girls this year for JV reps, but it will be hard to play JV quarters this year due to numbers. Other schools have reached out and some are having similar number issues. Boys Wrestling: We expect to have 11 boys wrestlers this year. They will have a full schedule and have some returning state qualifiers looking to do so again. ♦Girls Wrestling: We expect 3-4 girls wrestlers this year. They will have a full schedule and will return a state

qualifier last year looking to do the same again this year. Esports: Jeff Erdman is working hard to get kids to participate in the winter months. He told me he is getting more responses from some students to get a full team going for the winter months which is teams of 4-5. One Acts: 15 total. They have the WTC, MAC, and district events all in November. They have a busy month. Mrs. Posey has worked hard to make this year a better year for her team. FFA: They went to the National Convention in Louisville. The seniors who went in FFA said they had a great time. They went to many different events and tourist locations to get the full experience. We had some kids qualify for the State Land Judging event and did well in a hard place to judge. They are getting into more competitions and events throughout the winter months. Engagement: FFA just got back from the National FFA Convention and heard they had a good time learning and exploring new activities. Looking forward to the start of the winter sports season. November 18 is the first day of practice. We have 4 students who will be attending the CTE Department of Education awards ceremony for EdRising on Monday, November 24th. They were invited to receive this prestigious award for placing at EdRising during Nationals in July. Fall 2023 Athletic Awards Ceremony is set and we will be doing awards on Tuesday, November 12th, 2024. We are going to start getting some kids set up to update the record boards that were part of last year's board project. Community: We received our \$500 for the BCBS grant and working with Jared and Jeff, we are coming up with ideas for a bottle filler for by the big gym. We have some options, but they are evaluating electrical, plumbing, and other issues that may arise with either converting or adding just the filler as a stand alone unit. Myself, Mrs. Schluterbush, and Mrs. Ehler sat to talk about how we update the boards more regularly. We want to keep the info on them as up-to-date as possible, and we were able to come up with a way to hopefully do that. It will take some time to implement, but hopefully, we will get done soon. We have had companies donate to the school either through goods or monetarily recently. Silver sponsors of Western Sugar and A&A Porta Potties. Many of the companies donated for the Gatorade and waters to be used throughout the year. Simplot donated hats to the school that we can give to volunteers and staff who are so very helpful for our events. We look forward to talking to more who would be interested in donating in any way.

VIII. Curriculum and Instruction

IX. Superintendent

Mr. Olson presented his report to the board. Our audit is complete and will be presented to the Board on Monday by Julie Peetz from Rauner & Associates. This information has been forwarded to our NASB Consultant Carl Dietz to also review. I have been in contact with David Chikos and Deacon Jacob Dean concerning their interest in our west lots (old trailer court) that are across the street and directly east of the Assumption Greek Orthodox Church. I have forwarded to our attorney some of the rudimentary points that we may want to consider. As you review the attachments please let me know if there are additional points you feel we may need to consider. We reached out numerous times to other vendors in an attempt to secure a second bid for the repairs necessary for the two large bay doors on the west portion of the bus barn and have yet to receive a second bid. Attached is the bid from Frontier Overhead Doors in the amount of \$4,565.60. There is also an attached estimate that we should consider for maintenance of the 6 overhead doors to the west in the amount of \$2,597.64 for all parts and labor. We should do this but at a later date contingent on our overall special building or general fund expenditures. Our boilers are operating and we lucked out in fixing the leaks on the elementary system. We are still exploring options that may allow us to finish the HVAC in the elementary. The hoist in the Ag.

shop is up and running. The system has been refurbished and meets all inspection/industry standards. We now have a lot of happy gearheads. We have also been working extensively with the Service Unit concerning various Special Education compliance issues, review of our needs and how best to meet and fund those needs. At this point everything appears to be moving forward as expected. I will keep you informed of this process. We are in the process of moving and cleaning out the downtown storage building.

X. Board Committee Reports and Recommendations

American Civics Committee gave an update of their meeting

XI. Discussion Items

XI.A. Discussion Regarding Election Results for School Board and State Senator

The board congratulated Jessica Danikowski and Christina Mascher for their election to the school board.

XI.B. Discussion Regarding Upcoming Nominations for the Volunteer Section of the Mike Cillessen Memorial Board

The board discussed the upcoming nominations for the volunteer section of the Mike Cillessen Memorial Board.

XI.C. Discussion Regarding the Upcoming Superintendent Evaluation

The board discussed the upcoming Superintendent evaluation.

XI.D. Discussion Regarding Student Board Representative

The board discussed engagement for a Student Board Representative

XI.E. Review and Discussion of Policies 4144 through 4133 in the 4000 series.

The board discussed policies 4144 through 4133 in the 4000 series

XII. Action Items

XII.A. Discuss, Consider, and Take All Necessary Action in Regard to the Audit/Annual Financial Report for the Fiscal Year Ending August 31, 2024.

Motion Passed: Motion to approve the District Audit and Annual Financial Report for the Fiscal Year Ending August 31, 2024 passed with a motion by Donna Stuart and a second by Bill Ferrero.

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

XII.B. Discuss, Consider, and Take All Necessary Action in Regard to the Depository of the District.

The board took no action

XIII. Set Next Meeting Date

Next regular meeting scheduled for December 9, 2024 at 7:00p.m.

XIV. Adjournment

Motion Passed: Motion for adjournment at 8:44p.m. passed with a motion by Bill Ferrero and a second by Donna Stuart.

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

Secretary

Board of Education Retreat/Work Session

Monday, November 18, 2024 5:00 PM

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

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 Burry at 5:00 p.m.

I.B. Open Meetings Act

The Board President informed the audience that the Open Meetings Act was posted.

I.C. Notice of Meeting

I.D. Roll Call

The following members were present: Kim Burry, Bill Ferrero, Randy Eirich, Administrators present: Zach Nesbitt.

I.E. Status of Absent Board Members

Motion Passed: Motion to approve the absence of board members Donna Stuart, Joe Applegate, and Carolyn Applegate passed with a motion by Bill Ferrero and a second by Randy Eirich

Votes: Kim Burry yea, Randy Eirich yea, Bill Ferrero yea

II. Public Comment

III. Approval of Agenda

Motion Passed: Motion to approve the agenda passed with a motion by Bill Ferrero and a second by Randy Eirich.

Votes: Kim Burry yea, Randy Eirich yea, Bill Ferrero yea

IV. Introduction of Guests

John Neal, consultant for Nebraska School Boards Association was present via zoom.

V. Discussion Items

V.A. Discussion of Superintendent Search with Nebraska School Boards Association

The board discussed the Superintendent Search with Nebraska School Boards Association.

VI. Adjournment

Motion Passed: Motion for adjournment at 5:57p.m. passed with a motion by Bill Ferrero and a second by Randy Eirich.

Votes: Kim Burry yea, Randy Eirich yea, Bill Ferrero yea

Secretary

Bayard Public Schools

12/9/2024

GENERAL FUND

Vendor Name	GL Acct #	Description	Amount
21ST CENTURY EQUIPMENT LLC	01 2610 610 001 001 1	filters for tractor	<u>43.86</u>
	Total		43.86
ACE HARDWARE	01 2620 610 001 001 1	hardware	<u>42.90</u>
	Total		42.90
AL'S MARKET	01 6968 610 002 002 2	cooking club	9.58
	01 6968 610 002 002 2	cooking club	45.61
	01 1100 610 000 000 0	ed week supplies	<u>79.60</u>
	Total		134.79
ALARM SECURITY TECHNICIANS	01 2620 352 002 002 2	ast monitoring	28.95
	01 2620 352 001 001 1	ast monitoring	<u>28.95</u>
	Total		57.90
Amazon Capital Services	01 1100 610 001 001 1	Rockwool cubes	16.79
	01 1100 610 001 001 1	CR2450 battery	7.59
	01 2710 610 000 000 0	Cordless Buffer Polisher,6 Inch Car Buf	49.99
	01 2710 610 000 000 0	Shark UV580 Performance UltraLight	89.99
	01 2220 610 002 002 2	CF281A 81A Black Toner Cartridge:2-	83.97
	01 1291 610 003 000 0	Madelaine Premium Milk Chocolate Gol	29.58
	01 1291 610 003 000 0	Energizer Alkaline Power 9 Volt Batterie	24.58
	01 1291 610 003 000 0	Ankle Weights A Pair of 1/2/3/4/6/8/10/1	17.99
	01 1291 610 003 000 0	Special Supplies Weighted Sensory	49.90
	01 1291 610 003 000 0	Sportneer Ankle Weights 0.5/1/2/3/5 LB	17.99
	01 2610 610 002 002 2	glove box wall mountholder	15.98
	01 2620 610 001 001 1	door reinforce plates	86.30
	01 3540 610 002 002 2	https://www.amazon.com/Amazon-Basi	21.68
	01 3540 610 002 002 2	https://www.amazon.com/Coloring-	6.99
	01 3540 610 002 002 2	https://www.amazon.com/Speedball-2-	9.49
	01 3540 610 002 002 2	https://www.amazon.com/Amazon-Basi	11.65
	01 3540 610 002 002 2	https://www.amazon.com/Amazon-Bran	9.89
	01 3540 610 002 002 2	https://www.amazon.com/Gillette-Foam	29.64
	01 3540 610 002 002 2	https://www.amazon.com/Amazon-Bran	4.66
	01 3540 610 002 002 2	https://www.amazon.com/365-Everyday	6.19
	01 3540 610 002 002 2	https://www.amazon.com/Morton-Crean	10.28
	01 1200 610 003 002 2	Dr Beat DB-90 Metronome	141.80
	01 1100 610 000 000 0	refund	<u>(30.63)</u>
	Total		712.29
BARKER, STEPHANIE	01 1100 610 000 000 0	reimburse supplies for ed week	<u>28.00</u>
	Total		28.00
BAYARD AUTOMOTIVE	01 2710 610 000 000 0	216828	15.00
	01 2710 610 000 000 0	216829	704.74
	01 2710 610 000 000 0	216848	23.57
	01 2710 610 000 000 0	216849	245.55
	01 2710 610 000 000 0	bal	<u>0.24</u>
	Total		989.10
BAYARD TRABSCRIPT	01 2310 540 000 000 0	publications	316.88
	Total		316.88
BENZEL PEST CONTROL	01 2620 352 001 001 1	pest control	110.78
	01 2620 352 002 002 2	pest control	<u>110.77</u>
	Total		221.55
BLACK HILLS ENERGY	01 2610 621 002 002 2	heating fuels	467.70
	01 2610 621 001 001 1	#242155 heating fuels	<u>3,281.76</u>
	Total		3,749.46
Burdick, Bruce	01 2710 626 000 000	reimburse fuel	<u>300.00</u>
	Total		300.00
CANNON FINANCIAL SERVICES	01 1100 352 001 001 1	copier rental	155.40
	01 1100 352 002 002 2	copier rental	<u>155.40</u>
	Total		310.80
CARDMEMBER SERVICE	01 2510 810 000 000 0	canva	12.99
	Total		12.99
CENTURY LINK	01 2510 382 000 000 0	#151 telephone	<u>158.63</u>
	Total		158.63
CITY OF BAYARD	01 2610 621 000 000 0	#31200 electric	39.00
	01 2610 621 001 001 1	#75400 electric	5,630.07
	01 2610 410 001 001 1	#75400 utilities	766.25
	01 2610 621 002 002 2	#75600 electric	406.78
	01 2610 410 002 002 2	#75600 utilities	<u>1,830.00</u>
	Total		8,672.10
CONNECTING POINT	01 1100 352 001 001 1	copier service	743.40
	01 1100 352 002 002 2	copier service	743.39

	Total		1,486.79
CONRAD, ELIZABETH	01 1370	check reimbursment	30.00
	Total		30.00
CULLIGAN WATER CONDITION	01 2610 610 001 001 1	R/O system	109.90
	01 2610 610 002 002 2	R/O system	27.50
	Total		137.40
DAS STATE ACCOUNTING - CENTRAL	01 1100 382 000 000 0	oct24 network	292.87
	Total		292.87
DEMCO INC.	01 2220 610 002 002 2	2nd Reading Level Label 500/Roll	11.79
	01 2220 610 002 002 2	4th Reading Level Label 500/Roll	11.79
	01 2220 610 002 002 2	Color-Tinted Label Protectors 1-1/2" x 2	60.27
	01 2220 610 002 002 2	Color-Tinted Label Protectors 1-1/2" x 2	20.09
	01 2220 610 002 002 2	Demco Flare Genre Labels Espanol	11.79
	01 2220 610 002 002 2	shipping	12.73
	Total		128.46
EAKES OFFICE SOLUTIONS	01 2610 610 002 002 2	Mntm Fresh hand soap Gal	76.80
	01 2610 610 002 002 2	janitorial supplies	1,075.53
	01 2610 610 002 002 2	janitorial supplies	162.78
	Total		1,315.11
EDUCATIONAL SERVICE UNIT #13	01 1200 591 003 000	panhandle beginnings	965.70
	01 2190 591 000 000 0	mips	120.00
	01 1160 591 000 000 0	secondary transition services	2,111.00
	01 1160 591 000 000 0	counseling non sped	1,386.00
	01 1100 591 001 001 1	dl	856.00
	01 1100 591 001 001 1	erate	300.00
	01 1160 591 000 000 0	neva	708.33
	01 1292 591 003 000 0	sped sup esu programs 0-2	41.88
	01 1292 591 003 000 0	sped sup ot 0-2	6.11
	01 2161 591 003 002 2	elem ot	2,499.64
	01 2153 591 003 000 0	0-2 speech	523.47
	01 2142 591 003 000 0	3-5 psych	114.03
	01 2163 591 003 000 0	0-2 ot	76.36
	01 2171 591 003 001 1	secondary pt	195.30
	01 2181 591 003 002 2	elem low vision	325.55
	01 1200 330 003 000 0	sped inservice	63.00
	01 1200 591 003 002 2	elem sup ot	199.97
	01 1200 591 003 000	sup esu programs sa	766.22
	01 1200 591 003 001 1	meridian a	2,250.00
	01 1200 591 003 001 1	lifelink	2,250.00
	01 1200 591 003 000	consultation	1,300.00
	01 1200 591 003 001 1	sup secondary pt	15.62
	01 1200 591 003 001 1	sup meridian speech	10.82
	01 1200 591 003 001 1	sup lifelink speech	9.72
	01 1200 591 003 002 2	elem low vision sup	26.04
	01 1291 591 003 000 0	sup esu programs 3-5	137.98
	01 2152 591 003 000 0	3-5 speech	1,610.74
	01 2151 591 003 002 2	elem speech	6,318.45
	01 2151 591 003 001 1	secondary speech	538.30
	01 2151 591 003 001 1	meridian speech	135.27
	01 2151 591 003 001 1	lifelink speech	121.50
	01 2141 591 003 001 1	secondary psych	1,525.77
	01 2141 591 003 002 2	elem psych	1,132.20
	Total		28,640.97
FERRERO, WILLIAM	01 2310 580 000 000 0	reimburse meals	21.84
	01 2310 580 000 000 0	reimburse meals	26.13
	01 2310 580 000 000 0	mileage reimbursement	368.50
	Total		416.47
FLOYD'S SALES & SERVICE INC.	01 2710 610 000 000 0	Hose - Coolant, Lower, 906, E	51.03
	01 2710 610 000 000 0	Belt - 8 rib, 1718 mm	41.02
	01 2710 610 000 000 0	Tensioner Pulley	205.19
	Total		297.24
FNBO CARD	01 2510 810 000 000 0	fees	1,383.30
	01 1100 580 001 001 1	scholastic days meal	82.90
	01 2710 626 000 000	fuel	15.70
	01 2510 531 000 000 0	mailchimp	13.00
	01 1100 810 001 001 1	edpuzzle	13.50
	01 1100 580 001 001 1	music conf lodging	349.24
	01 1100 580 001 001 1	music conf lodging	349.24
	01 1100 810 001 001 1	AET FFA subscription	390.00
	01 1100 610 001 001 1	Fish Food for class	70.69
	01 1100 580 001 001 1	meals	35.32
	01 1100 580 001 001 1	meals	15.45
	01 1100 580 001 001 1	fuel	30.25
	01 1100 580 001 001 1	meals	19.34
	01 1100 580 001 001 1	meals	43.09

	01 1100 580 001 001 1	fuel	25.50
	01 1100 580 001 001 1	meals	29.89
	01 1100 330 001 001 1	music teach conf	135.00
	01 2610 610 001 001 1	John Deer cab	378.28
	Total		3,379.69
IDEAL LINEN SUPPLY	01 2610 610 001 001 1	mats rugs mops	265.51
	01 2610 610 002 002 2	mats rugs mops	489.77
	Total		755.28
IDEAL/BLUFFS FACILITY SOLUTIONS	01 2610 610 002 002 2	33 gal trash bags	160.38
	01 2610 610 002 002 2	mini jumbo toilet paper	224.00
	01 2610 610 002 002 2	paper towels	270.00
	Total		654.38
J W PEPPER & SON INC.	01 1100 610 001 001 1	music	171.74
	01 1100 610 001 001 1	music	33.75
	01 1100 610 001 001 1	Tongo	84.00
	01 1100 610 001 001 1	Carry the Light	77.00
	01 1100 610 001 001 1	Bring Me Little Water	87.50
	01 1100 610 001 001 1	Shipping	17.99
	Total		471.98
JOSTENS	01 2310 610 000 000 0	diploma envelopes	30.35
	Total		30.35
KIRCH, TRISTAN	01 1370	Reimbursement	160.00
	01 2712 332 003 000 0	mileage reimb	60.30
	Total		220.30
KOLEY JESSEN ATTORNEYS	01 2330 317 000 000 0	legal fees	750.00
	Total		750.00
KUSKIE STATION LLC	01 2710 626 000 000	bus fuel	3,695.42
	Total		3,695.42
MCI COMM SERVICE	01 2510 382 000 000 0	telephone	36.93
	Total		36.93
MENARDS	01 1100 610 001 001 1	shop supplies/8th grade stools	97.10
	01 1100 610 001 001 1	shop supplies	59.06
	Total		156.16
NE SAFETY CENTER	01 2710 330 000 000 0	simons level 1	225.00
	Total		225.00
NEBRASKA DEPT OF EDUCATION	01 1200 330 003 002 2	Training fee ehler and lacee james	40.00
	Total		40.00
NEIN PHARMACY	01 1160 610 000 000	Neb Albuterol	8.50
	01 1160 610 000 000	Neb Albuterol	8.50
	Total		17.00
Olson, Rodney	01 2710 626 000 000	reimburse bus fuel	193.36
	Total		193.36
ONE SOURCE	01 1160 810 000 000	background checks	53.00
	Total		53.00
PITSCO	01 1100 610 001 001 1	co2 car kits	522.50
	Total		522.50
POWER SCHOOL GROUP LLC	01 2510 810 000 000 0	applicant tracking and job board	1,139.93
	Total		1,139.93
RAUNER & ASSOCIATES	01 2510 315 000 000 0	23-24 audit	20,160.00
	01 2510 315 000 000 0	nssrs testing	300.00
	01 2510 315 000 000 0	mileage	233.16
	Total		20,693.16
SCOTTS BLUFF COUNTY CLERK	01 2310 610 000 000 0	joint public hearing	176.25
	Total		176.25
SIMMONS OLSEN LAW FIRM P.C.	01 2330 317 000 000 0	legal services	650.00
	01 2330 317 000 000 0	legal services	225.00
	01 2330 317 000 000 0	legal services	525.00
	Total		1,400.00
SOAR PEDIATRIC THERAPY, LLC	01 2173 591 003 000 0	0-2 pt	648.78
	01 2172 591 003 000 0	3-5 pt	998.55
	01 2171 591 003 002 2	pt	2,005.51
	Total		3,652.84
THOMPSON GLASS INC.	01 2620 352 001 001 1	repair broken window	516.00
	Total		516.00
TIME MANAGEMENT SYSTEMS	01 2510 810 000 000 0	timeclock	195.00
	Total		195.00
VERIZON	01 2710 810 000 000 0	bus gps	129.52
	Total		129.52
JOHNSON CONTROLS	03 4700 720 000 000	bad condenser	1,601.77
	Total		1,601.77

General Fund Total \$ 87,600.61
Building \$ 1,601.77

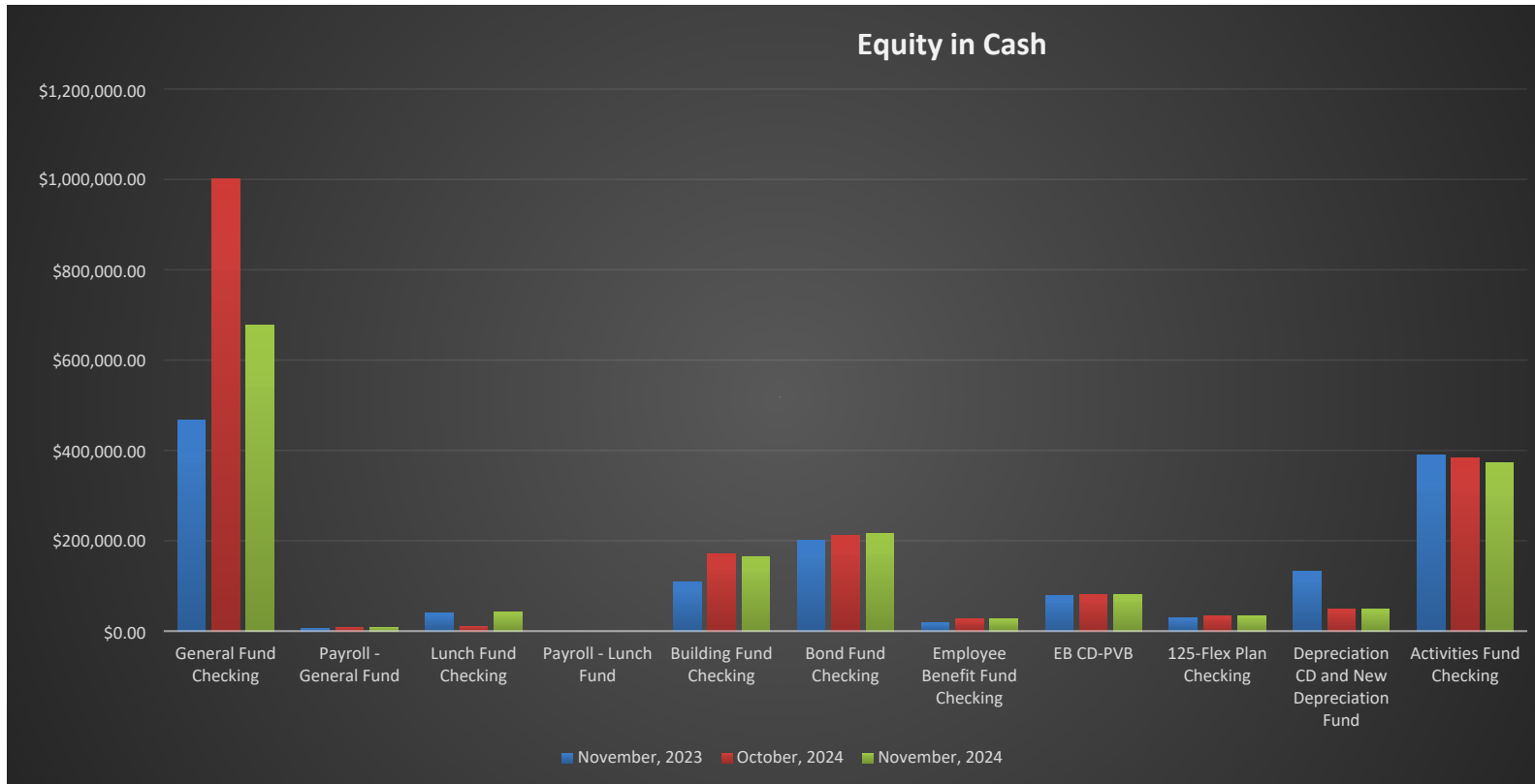
Payroll

\$ 429,688.93

Bayard Public Schools

Equity in Cash
November 30, 2024

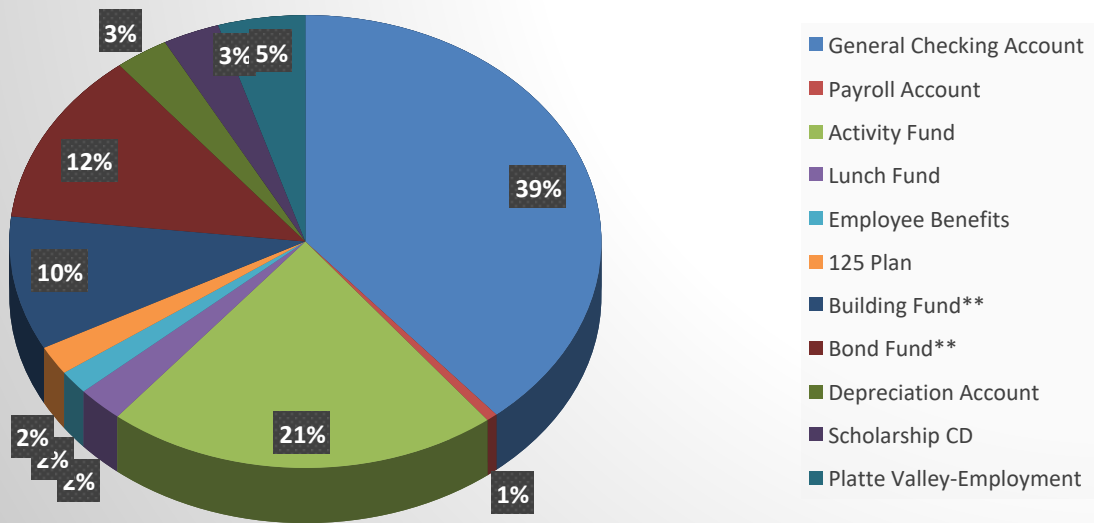
Fund	Fund #	November, 2023 PRIOR YEAR BALANCE	October, 2024 PRIOR MONTH BALANCE	November, 2024 REVENUES	November, 2024 EXPENSES	November, 2024 ENDING BALANCE
General Fund Checking	01-101	\$468,658.64	1,002,655.45	213,497.72	(537,394.69)	\$678,758.48
Payroll - General Fund	01-104	\$7,762.11	\$ 11,203.55	425,239.91	(425,683.47)	\$ 10,759.99
Lunch Fund Checking	02-101	\$42,900.40	13,151.27	63,944.43	(32,815.33)	\$44,280.37
Payroll - Lunch Fund	02-104	\$0.00	0.00	13,570.47	(13,570.47)	\$0.00
Building Fund Checking	03-101	\$110,249.60	172,328.95	2,040.78	(7,552.79)	\$166,816.94
Bond Fund Checking	04-101	\$203,708.43	214,800.49	4,741.79	(2,482.50)	\$217,059.78
Employee Benefit Fund Checking	05-101	\$19,925.21	29,336.33	64.02	0.00	\$29,400.35
EB CD-PVB	05-106-1000	\$80,856.60	83,307.24	0.00	0.00	\$83,307.24
125-Flex Plan Checking	05-107	\$32,146.89	36,605.97	4,981.01	(5,501.42)	\$36,085.56
Depreciation CD and New Depreciation Fund	06-101	\$135,184.11	51,261.54	50.71	0.00	\$51,312.25
Activities Fund Checking	07-101	\$391,257.41	385,731.91	20,662.95	(30,829.67)	\$375,565.19
Scholarship CD	07-114	\$56,589.50	54,215.10	14.19	0.00	\$54,229.29
TOTAL		\$1,549,238.90	\$ 2,054,597.80	\$ 748,807.98	\$ (1,055,830.34)	\$1,747,575.44



BAYARD PUBLIC SCHOOL
 TREASURER REPORT
 BANK STATEMENT BALANCES as of November 2024

General Checking Account	\$	678,758.48	
Payroll Account	\$	10,759.99	
Activity Fund	\$	375,565.19	
Lunch Fund	\$	44,280.37	
Employee Benefits	\$	29,400.35	
125 Plan	\$	36,085.56	
Building Fund**	\$	166,816.94	
Bond Fund**	\$	217,059.78	
Depreciation Account	\$	51,312.25	
Scholarship CD	\$	54,229.29	
Platte Valley-Employment	\$	83,307.24	
	\$		1,747,575.44

Account Percentages



Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Local Property Tax	0.00	0.00	991,514.46	0.00	(991,514.46)
01 1115	Carline Tax	0.00	0.00	1,751.21	0.00	(1,751.21)
01 1125	Motor Vehicle Tax	0.00	0.00	43,684.30	0.00	(43,684.30)
01 1370	Preschool Tuition & Fees	0.00	0.00	6,235.00	0.00	(6,235.00)
01 1510	Interest - Checking	0.00	0.00	2,991.45	0.00	(2,991.45)
01 1911	Local License Fees	0.00	0.00	1,420.00	0.00	(1,420.00)
01 1925	CATEGORICAL GRANTS-CORP RECEIPTS	0.00	0.00	500.00	0.00	(500.00)
01 1990	Other Local Receipts	0.00	0.00	3,106.69	0.00	(3,106.69)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	1,051,203.11	0.00	(1,051,203.11)
01 2110	County Fines & License	0.00	0.00	9,030.23	0.00	(9,030.23)
	Subtotal: COUNTY AND ESU RECEIPTS	0.00	0.00	9,030.23	0.00	(9,030.23)
01 3110	State Aid	0.00	0.00	284,756.00	0.00	(284,756.00)
01 3180	Pro-Rate Motor Vehicle	0.00	0.00	1,028.39	0.00	(1,028.39)
01 3512	Distant Education Incentive Payment	0.00	0.00	9,494.50	0.00	(9,494.50)
01 3535	HAL	0.00	0.00	4,531.00	0.00	(4,531.00)
	Subtotal: STATE RECEIPTS	0.00	0.00	299,809.89	0.00	(299,809.89)
01 4309	HEAD START	0.00	0.00	4,584.00	0.00	(4,584.00)
01 4516	IDEA Preschool Base 619	0.00	0.00	1,201.00	0.00	(1,201.00)
01 4518	IDEA Part B to age 21	0.00	0.00	48,630.00	0.00	(48,630.00)
01 4521	IDEA 6412	0.00	0.00	2,104.00	0.00	(2,104.00)
01 4708	Medicaid in Public Schools - MIPS	0.00	0.00	1,211.39	0.00	(1,211.39)
01 4988	ESSER ELO-After School	0.00	0.00	20,758.00	0.00	(20,758.00)
01 4989	ESSER ELO-Summer	0.00	0.00	27,112.00	0.00	(27,112.00)
01 4998	ESSER III	0.00	0.00	75,200.00	0.00	(75,200.00)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	180,800.39	0.00	(180,800.39)
	Fund Total:	0.00	0.00	1,540,843.62	0.00	(1,540,843.62)

Fund: 02 Lunch Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	Interest-Lunch Fund	0.00	0.00	162.20	0.00	(162.20)
02 1611	Sale of Lunches/Meals	0.00	0.00	1,328.90	0.00	(1,328.90)
02 1990	Other Local Receipts	0.00	0.00	362.40	0.00	(362.40)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	1,853.50	0.00	(1,853.50)
02 4210	Federal Reimbursement	0.00	0.00	62,872.51	0.00	(62,872.51)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	62,872.51	0.00	(62,872.51)
	Fund Total:	0.00	0.00	64,726.01	0.00	(64,726.01)

Fund: 03 Building Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
03 1100	Local Property Taxes	0.00	0.00	34,456.77	0.00	(34,456.77)
03 1115	Carline Taxes	0.00	0.00	60.86	0.00	(60.86)
03 1510 0901	Interest-Cking	0.00	0.00	545.68	0.00	(545.68)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	35,063.31	0.00	(35,063.31)
03 3180	Pro-Rate Motor Vehicle	0.00	0.00	35.73	0.00	(35.73)
	Subtotal: STATE RECEIPTS	0.00	0.00	35.73	0.00	(35.73)
	Fund Total:	0.00	0.00	35,099.04	0.00	(35,099.04)

Fund: 04 Bond Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
04 1100	Local Property Tax	0.00	0.00	62,712.27	0.00	(62,712.27)
04 1115	Carline Tax	0.00	0.00	75.90	0.00	(75.90)
04 1510 0901	Interest - Checking	0.00	0.00	657.72	0.00	(657.72)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	63,445.89	0.00	(63,445.89)
04 3180	Pro-Rate Motor Vehicle	0.00	0.00	44.99	0.00	(44.99)
	Subtotal: STATE RECEIPTS	0.00	0.00	44.99	0.00	(44.99)
	Fund Total:	0.00	0.00	63,490.88	0.00	(63,490.88)

Fund: 05 Employee Benefits

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1510 0903	Interest - Unemployment Savings	0.00	0.00	32.78	0.00	(32.78)
05 1510 0904	Interest - EMB Checking	0.00	0.00	30.45	0.00	(30.45)
Subtotal: LOCAL RECIEPTS		0.00	0.00	63.23	0.00	(63.23)
Fund Total:		0.00	0.00	63.23	0.00	(63.23)

Fund: 06 Depreciation

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510 0903	Interest - Depreciation Fund	0.00	0.00	165.28	0.00	(165.28)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	165.28	0.00	(165.28)
	Fund Total:	0.00	0.00	165.28	0.00	(165.28)

Fund: 07 Student Activity

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
07 1510 0110	INTEREST	0.00	0.00	1,337.50	0.00	(1,337.50)
07 1710 0102	ACTIVITIES GATE REVENUE	0.00	0.00	8,523.01	0.00	(8,523.01)
07 1710 0117	BEA Revenue	0.00	0.00	280.00	0.00	(280.00)
07 1710 0122	Elementary Fund Revenue	0.00	0.00	20.00	0.00	(20.00)
07 1710 0147	College Ready Grant	0.00	0.00	2,583.02	0.00	(2,583.02)
07 1740 0126	Industrial Arts- Fees	0.00	0.00	719.00	0.00	(719.00)
07 1740 0133	Secondary Fees	0.00	0.00	5.00	0.00	(5.00)
07 1741 0102	ACTIVITIES REVENUE	0.00	0.00	1,285.00	0.00	(1,285.00)
07 1790 0102	Other Activity Income (fundraising/sports hosting)	0.00	0.00	2,393.93	0.00	(2,393.93)
07 1790 0103	STUCCO-Other Activity Income (fundraising/sports hosting)	0.00	0.00	802.35	0.00	(802.35)
07 1790 0104	Track-Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.80	0.00	(942.80)
07 1790 0105	Volleyball- Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.80	0.00	(942.80)
07 1790 0106	Wrestling-Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.80	0.00	(942.80)
07 1790 0112	Annual-Other Activity Income (fundraising/sports hosting)	0.00	0.00	470.00	0.00	(470.00)
07 1790 0114	Other Activity Income (fundraising/sports hosting)	0.00	0.00	2,417.40	0.00	(2,417.40)
07 1790 0115	Other Activity Income (fundraising/sports hosting)	0.00	0.00	1,942.80	0.00	(1,942.80)
07 1790 0119	XC-Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.90	0.00	(942.90)
07 1790 0120	Courtesy- Other Activity Income (fundraising/sports hosting)	0.00	0.00	495.00	0.00	(495.00)
07 1790 0122	Elem Fund-Other Activity Income (fundraising/sports hosting)	0.00	0.00	3,078.10	0.00	(3,078.10)
07 1790 0124	FFA- Other Activity Income (fundraising/sports hosting)	0.00	0.00	3,812.53	0.00	(3,812.53)
07 1790 0125	Football-Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.80	0.00	(942.80)
07 1790 0129	NHS- Other Activity Income (fundraising/sports hosting)	0.00	0.00	437.60	0.00	(437.60)
07 1790 0132	Cheer Other Activity Income (fundraising/sports hosting)	0.00	0.00	1,311.89	0.00	(1,311.89)
07 1790 0133	Secondary-Other Activity Income (fundraising/sports hosting)	0.00	0.00	2.50	0.00	(2.50)
07 1790 0134	Post Prom-Other Activity Income (fundraising/sports hosting)	0.00	0.00	200.00	0.00	(200.00)
07 1790 0135	Choir-Other Activity Income (fundraising/sports hosting)	0.00	0.00	3,346.91	0.00	(3,346.91)
07 1790 0138	TigerCare- Other Activity Income (fundraising/sports hosting)	0.00	0.00	693.00	0.00	(693.00)
07 1790 0140	Wellness-Other Activity Income (fundraising/sports hosting)	0.00	0.00	5,495.00	0.00	(5,495.00)
07 1790 0142	Athletic Golf Tourn-Other Activity Income (fundraising/sports hosting)	0.00	0.00	(9,413.29)	0.00	9,413.29
07 1790 0146	Elem STUCCO- Other Activity Income (fundraising/sports hosting)	0.00	0.00	306.50	0.00	(306.50)
07 1790 0152	Educators Rising Star-Other Activity Income (fundraising/sports hosting)	0.00	0.00	865.00	0.00	(865.00)
07 1790 0153	Softball- Other Activity Income (fundraising/sports hosting)	0.00	0.00	2,359.10	0.00	(2,359.10)
07 1790 0156	Esports-Other Activity Income (fundraising/sports hosting)	0.00	0.00	942.80	0.00	(942.80)
07 1790 0157	TIGER PRIDE Other Activity Income (fundraising/sports hosting)	0.00	0.00	1,255.00	0.00	(1,255.00)
07 1790 0224	Class 2024-Other Activity Income (fundraising/sports hosting)	0.00	0.00	860.00	0.00	(860.00)
07 1790 0226	Class 2026- Other Activity Income (fundraising/sports hosting)	0.00	0.00	3,870.45	0.00	(3,870.45)
07 1790 0227	Class 2027Other Activity Income (fundraising/sports hosting)	0.00	0.00	2,457.60	0.00	(2,457.60)
07 1790 0228	Class 2028 Other Activity Income (fundraising/sports hosting)	0.00	0.00	2,144.10	0.00	(2,144.10)
07 1790 0229	Other Activity Income (fundraising/sports hosting)	0.00	0.00	219.00	0.00	(219.00)

Fund: 07 Student Activity

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
07 1920 0102	CONTRIBUTIONS & DONATIONS	0.00	0.00	9,432.38	0.00	(9,432.38)
07 1920 0138	TigerCare- CONTRIBUTIONS & DONATIONS	0.00	0.00	175.00	0.00	(175.00)
Subtotal: LOCAL RECIEPTS		0.00	0.00	61,839.28	0.00	(61,839.28)
Fund Total:		0.00	0.00	61,839.28	0.00	(61,839.28)

Revenue Summary Report
Processing Month: 12/2024

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	0.00	1,766,227.34	0.00	(1,766,227.34)

Detail Check Register

Checking Account: 7		Student Activity				
<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: 1972		Check Type: Check	Check Date: 11/07/2024	Vendor: VENBRO	A VENUE OFF BROADWAY	Check Total: 250.00
29	10/30/2024	25-000273	A Venue Off Broadway Deposit	07 2900 610 226 000 0	250.00	
Check Number: 1973		Check Type: Check	Check Date: 11/07/2024	Vendor: ALLAME	ALL AMERICAN SCOREBOARDS	Check Total: 469.00
q313862	11/07/2024	25-000322	Receiver module for scoreboard. 1 went o	07 2900 610 102 000 0	469.00	
Check Number: 1974		Check Type: Check	Check Date: 11/07/2024	Vendor: ALLTEA	ALLTEAM SPORTSWEAR	Check Total: 2,016.00
7755	10/23/2024		jh basketball jerseys	07 2900 610 102 000 0	900.00	
7762	10/23/2024		helmets	07 2900 610 102 000 0	457.00	
7779	10/23/2024		competitor numbers	07 2900 610 102 000 0	83.00	
7911	10/23/2024		volleyballs	07 2900 610 102 000 0	576.00	
Check Number: 1975		Check Type: Check	Check Date: 11/07/2024	Vendor: ALSMARKET	AL'S MARKET	Check Total: 228.26
0417	10/23/2024	25-000260	Hospitality Mitchell home game	07 2900 610 102 000 0	23.26	
4677	10/14/2024	25-000218	hospitality	07 2900 610 102 000 0	70.01	
5281	10/23/2024	25-000238	Hospitality for 2 VB games week of 10/14	07 2900 610 102 000 0	37.24	
8165	10/14/2024	25-000211	concession supplies	07 2900 610 226 000 0	41.75	
8518	10/21/2024		prek family gathering	07 2900 610 138 000 0	56.00	
Check Number: 1976		Check Type: Check	Check Date: 11/07/2024	Vendor: SYNCB	Amazon Capital Services	Check Total: 261.86
11gv-h4qm-93h7	10/14/2024	25-000180	Cranberry red size xs	07 2900 610 131 000 0	28.99	
11gv-h4qm-93h7	10/14/2024	25-000180	Grey xlarge	07 2900 610 131 000 0	41.99	
11gv-h4qm-93h7	10/14/2024	25-000180	shipping	07 2900 610 131 000 0	12.14	
11gv-h4qm-93h7	10/14/2024	25-000180	promotion	07 2900 610 131 000 0	(3.65)	
141C-RYQQ-FL7J	10/15/2024	25-000191	Dress green size small	07 2900 610 131 000 0	41.99	
1jlr-cnjh-1fjy	10/14/2024	25-000138	https://www.amazon.com/gp/product/B07QKM	07 2900 610 119 000 0	51.78	
1jlr-cnjh-1fjy	10/14/2024	25-000138	https://www.amazon.com/gp/product/B0D94P	07 2900 610 119 000 0	37.98	
1lq7-jr7w-nmrl	10/14/2024	25-000182	Hand sanitizer - 4 pack	07 2900 610 133 000 0	50.64	
Check Number: 1977		Check Type: Check	Check Date: 11/07/2024	Vendor: SYNCB	Amazon Capital Services	Check Total: 44.97
inpc-jqwy-4ht7	10/22/2024	25-000236	https://www.amazon.com/Hanes-Racerback-B	07 2900 610 138 000 0	44.97	
Check Number: 1978		Check Type: Check	Check Date: 11/07/2024	Vendor: BC	B & C STEEL CORPORATION	Check Total: 173.71
199447	11/07/2024	25-000210	shot clock	07 2900 610 102 000 0	16.12	
199652	11/07/2024	25-000259	Project metal	07 2900 610 124 000 0	157.59	
Check Number: 1979		Check Type: Check	Check Date: 11/07/2024	Vendor: BANCTY	BANNER COUNTY SCHOOL	Check Total: 75.00

Detail Check Register

Checking Account: 7		Student Activity					
<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>		
20241021	10/21/2024	25-000239	JH Wrestling meet fee Banner County 11/1	07 2900 810 102 000 0	75.00		
Check Number: 1980	Check Type: Check	Check Date: 11/07/2024	Vendor: BAYAAUTO	BAYARD AUTOMOTIVE	Check Total:		33.41
<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>		
216318-1	10/23/2024	25-000244	shot clock paint	07 2900 610 102 000 0	33.41		
Check Number: 1981	Check Type: Check	Check Date: 11/07/2024	Vendor: BAYBOOSTER	BAYARD BOOSTER CLUB	Check Total:		939.57
<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>		
fall24 concessions	11/05/2024		concessions jv fb	07 1790 0102	91.57		
fall24 concessions	11/05/2024		hs vb jv fb	07 1790 0102	848.00		
Check Number: 1982	Check Type: Check	Check Date: 11/07/2024	Vendor: TIGERPAWS	Bayard Tiger Paws	Check Total:		381.50
<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>		
20241021	10/21/2024	25-000231	pizza	07 2900 610 227 000 0	72.00		
20241021	10/21/2024	25-000231	pizza	07 2900 610 227 000 0	60.00		
20241021-0001	10/21/2024	25-000208	subs for teachers	07 2900 610 122 000 0	97.50		
20241021-0002	10/21/2024		hospitality	07 2900 610 102 000 0	80.00		
20241021-0002	10/21/2024		hospitality	07 2900 610 102 000 0	72.00		
Check Number: 1983	Check Type: Check	Check Date: 11/07/2024	Vendor: WALMARTC	Capital One	Check Total:		24.32
<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>		
20241031-0001	10/31/2024		spirit stick supplies	07 2900 610 132 000 0	24.32		
Check Number: 1984	Check Type: Check	Check Date: 11/07/2024	Vendor: CARD	CARDMEMBER SERVICE	Check Total:		199.95
<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>		
20241023-0001	10/23/2024	25-000118	https://www.amazon.com/MASTERCANOPY-Dura	07 2900 610 119 000 0	199.95		
Check Number: 1985	Check Type: Check	Check Date: 11/07/2024	Vendor: COMINNHAST	COMFORT INN HASTINGS	Check Total:		596.00
<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>		
5983527850/598352798	11/04/2024		state softball lodging	07 2900 610 153 000 0	298.00		
5983527850/598352798	11/04/2024		state softball lodging	07 2900 610 153 000 0	298.00		
Check Number: 1986	Check Type: Check	Check Date: 11/07/2024	Vendor: FNBOCARD	FNBO CARD	Check Total:		605.60
<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>		
20241101-0002	11/01/2024	25-000292	Texas Roadhouse	07 2900 580 124 000 0	99.89		
20241101-0002	11/01/2024	25-000292	Texas Roadhouse	07 2900 580 124 000 0	48.45		
20241101-0002	11/01/2024	25-000292	Texas Roadhouse	07 2900 580 124 000 0	126.88		
20241101-0003	11/01/2024	25-000288	Speedway tour	07 2900 580 124 000 0	168.00		
20241101-0004	11/01/2024	25-000286	Parking	07 2900 580 124 000 0	34.00		
20241101-0005	11/01/2024	25-000290	Texas Roadhouse	07 2900 580 124 000 0	104.38		
20241101-0006	11/01/2024	25-000287	Parking	07 2900 580 124 000 0	24.00		
Check Number: 1987	Check Type: Check	Check Date: 11/07/2024	Vendor: FNBOCARD	FNBO CARD	Check Total:		4,965.88
<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>		

Detail Check Register

Checking Account: 7		Student Activity				
20241101-0007	11/01/2024	25-000291	Airport baggage	07 2900 580 124 000 0		280.00
20241101-0008	11/01/2024	25-000289	Olive garden	07 2900 580 124 000 0		425.12
20241101-0009	11/01/2024		baggage	07 2900 580 124 000 0		360.00
20241101-0009	11/01/2024		parking	07 2900 580 124 000 0		3.50
20241101-0009	11/01/2024		parking	07 2900 580 124 000 0		3.50
20241101-0009	11/01/2024		lodging	07 2900 580 124 000 0		973.44
20241101-0009	11/01/2024		lodging	07 2900 580 124 000 0		973.44
20241101-0009	11/01/2024		lodging	07 2900 580 124 000 0		973.44
20241101-0009	11/01/2024		lodging	07 2900 580 124 000 0		973.44
Check Number: 1988 Check Type: Check Check Date: 11/07/2024 Vendor: FNBOCARD FNBO CARD Check Total: 943.09						
<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>
20241101-0010	11/01/2024	25-000234	Giftcards	07 2900 610 138 000 0		100.00
20241101-0011	11/01/2024	25-000235	Lunch for district xc	07 2900 580 111 000 0		77.35
20241101-0012	11/01/2024	25-000262	golfing for xc	07 2900 610 119 000 0		63.00
20241101-0013	11/01/2024		hospitality	07 2900 610 102 000 0		81.42
20241101-0014	11/01/2024	25-000215	Tickets for the Kentucky Derby Musuem	07 2900 610 124 000 0		280.00
20241101-0015	11/01/2024	25-000214	Tickets for Louisville Slugger	07 2900 610 124 000 0		341.32
Check Number: 1989 Check Type: Check Check Date: 11/07/2024 Vendor: FNBOCARD FNBO CARD Check Total: 831.87						
<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>
20241101-0016	11/01/2024		st ffa fuel	07 2900 580 111 000 0		56.76
20241101-0016	11/01/2024		st ffa fuel	07 2900 580 111 000 0		57.57
20241101-0016	11/01/2024		northside meal	07 2900 580 124 000 0		138.90
20241101-0016	11/01/2024		buffalo wild wings	07 2900 580 124 000 0		256.86
20241101-0016	11/01/2024		nofo pizza	07 2900 580 124 000 0		154.78
20241101-0022	11/01/2024	25-000223	NCA Membership	07 2900 610 114 000 0		52.00
20241101-0023	11/01/2024		range balls	07 2900 610 102 000 0		105.00
20241101-0023	11/01/2024		cart	07 2900 610 102 000 0		10.00
Check Number: 1990 Check Type: Check Check Date: 11/07/2024 Vendor: FNBOCARD FNBO CARD Check Total: 1,011.53						
<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>
20241101-0025	11/01/2024		softball meal	07 2900 580 111 000 0		46.18
20241101-0025	11/01/2024		softball meal	07 2900 580 111 000 0		32.07
20241101-0025	11/01/2024		softball sub district meal	07 2900 580 111 000 0		42.91
20241101-0025	11/01/2024		softball sub district meal	07 2900 580 111 000 0		84.23
20241101-0025	11/01/2024		softball sub district meal	07 2900 580 111 000 0		150.46
20241101-0025	11/01/2024		softball fuel	07 2900 580 111 000 0		50.00
20241101-0025	11/01/2024		softball fuel	07 2900 580 111 000 0		65.47
20241101-0025	11/01/2024		texas roadhouse	07 2900 610 153 000 0		132.25
20241101-0025	11/01/2024		pizza ranch	07 2900 610 153 000 0		300.83
20241101-0025	11/01/2024		walmart-no receipt	07 2900 610 153 000 0		62.23
20241101-0025	11/01/2024		st tickets	07 2900 610 153 000 0		44.90

Detail Check Register

Checking Account: 7

Student Activity

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
<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>
1991	Check	11/07/2024	FNBOCARD	FNBO CARD	372.15
20241101-0025	11/01/2024		softball fuel	07 2900 580 111 000 0	42.63
20241101-0025	11/01/2024		softball meal	07 2900 580 111 000 0	75.72
20241101-0025	11/01/2024		st tickets	07 2900 610 153 000 0	44.90
20241101-0025	11/01/2024		cold stone	07 2900 610 153 000 0	38.41
20241101-0026	11/01/2024	25-000217	fuel	07 2900 580 111 000 0	45.00
20241101-0027	11/01/2024	25-000219	Hospitality for 3 events 10-7, 10-8, and	07 2900 610 102 000 0	27.75
20241101-0029	11/01/2024		ad fuel	07 2900 580 111 000 0	45.00
20241101-0029	11/01/2024		bomgaars	07 2900 610 102 000 0	52.74
1992	Check	11/07/2024	FNBOCARD	FNBO CARD	285.00
20241101-0029	11/01/2024		wrestling meeting	07 2900 610 102 000 0	285.00
1993	Check	11/07/2024	GORDONRUSH	Gordon-Rushville High School	75.00
20241107	11/07/2024	25-000323	JH boys wrestling meet fee 11/7/24	07 2900 810 102 000 0	75.00
1994	Check	11/07/2024	HASDAN	DANIKA HASSEL	50.00
20241015	10/15/2024	25-000233	Refund deposit on weight room key	07 2900 610 102 000 0	50.00
1995	Check	11/07/2024	HEMINFORD	HEMINGFORD PULIC SCHOOLS	75.00
20241101	11/01/2024	25-000309	JH Wrestling fee Hemingford tourney 11/1	07 2900 810 102 000 0	75.00
1996	Check	11/07/2024	HOLINOR	HOLIDAY INN EXPRESS	745.00
221177-221181	10/21/2024		state ffa lodging	07 2900 580 111 000 0	745.00
1997	Check	11/07/2024	HOLIGRAIS	HOLIDAY INN EXPRESS-GRAND ISLAND	1,066.20
184254-184265	10/28/2024		lodging softball	07 2900 580 111 000 0	168.55
184254-184265	10/28/2024		lodging softball	07 2900 580 111 000 0	160.55
184254-184265	10/28/2024		lodging softball	07 2900 580 111 000 0	160.55
184254-184265	10/28/2024		lodging softball	07 2900 580 111 000 0	168.55
21032	10/07/2024		softball lodging	07 2900 580 111 000 0	136.00
21033	10/07/2024		softball lodging	07 2900 580 111 000 0	136.00
21036	10/07/2024		softball lodging	07 2900 580 111 000 0	136.00
1998	Check	11/07/2024	HOLIGRAIS	HOLIDAY INN EXPRESS-GRAND ISLAND	136.00
86079116	10/07/2024		softball lodging	07 2900 580 111 000 0	136.00

Detail Check Register

Checking Account: 7

Student Activity

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
<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>
1999	Check	11/07/2024	KIMBALL	Kimball Public Schools	75.00
20241030	10/30/2024	25-000275	JH BWR fee for Kimball 11/5/24	07 2900 810 102 000 0	75.00
2000	Check	11/07/2024	LERSEL	SELINA LERMA	600.00
20241030	10/30/2024	25-000278	Choreography for 3 songs	07 2900 610 135 000 0	600.00
2001	Check	11/07/2024	LINGLEFT	LINGLE-FORT LARAMIE HIGH SCHOOL	75.00
20241101	11/01/2024	25-000308	JH Wrestling fee Lingle-Fort-Laramie tou	07 2900 810 102 000 0	75.00
2002	Check	11/07/2024	LOGOZ	Logoz	522.00
17982	10/28/2024	25-000247	zip up sweatshirt	07 2900 610 157 000 0	522.00
2003	Check	11/07/2024	MEN	MENARDS	136.63
11817	10/14/2024	25-000199	stain and brushes	07 2900 610 126 000 0	60.33
12444	10/21/2024	25-000212	mouse traps	07 2900 610 126 000 0	23.74
12810	10/28/2024	25-000240	plywood	07 2900 610 126 000 0	22.36
13163	10/31/2024		clamps hose mender	07 2900 610 126 000 0	30.20
2004	Check	11/07/2024	NESBZAC	ZACH NESBITT	243.88
20241104	11/04/2024		fall act travel	07 2900 580 111 000 0	243.88
2005	Check	11/07/2024	NORTHROCK	NORTH OF THE ROCK DESIGNS	254.00
18032	11/07/2024	25-000245	zip p sweaters	07 2900 610 157 000 0	254.00
V*18032	11/11/2024	25-000245	zip p sweaters	07 2900 610 157 000 0	(254.00)
2006	Check	11/07/2024	OGALLALA	OGALLALA PULIC SCHOOLS	30.00
20241023	10/23/2024	25-000257	Girls golf districts entry fee	07 2900 810 102 000 0	30.00
2007	Check	11/07/2024	PEPSI	Pepsi-Cola of Western NE	664.05
5100147548	10/23/2024		soda	07 2900 610 122 000 0	53.60
5100149037	10/07/2024		inventory	07 2900 610 118 000 0	280.15
5100150043	10/21/2024		inventory	07 2900 610 118 000 0	330.30
2008	Check	11/07/2024	TAMMYTILLM	Tammy Tillman	373.86
20241104	11/04/2024		volleyball mileage for bookkeeping	07 2900 580 111 000 0	373.86

Detail Check Register

Checking Account: 7		Student Activity				
Check Number: 2009	Check Type: Check	Check Date: 11/07/2024	Vendor: VERITAS	VERITAS ATHLETIC PERFORMANCE	Check Total:	1,200.00
<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>	
20241030	10/30/2024	25-000274	speed training	07 2900 352 102 000 0	1,200.00	
Check Number: 2010	Check Type: Check	Check Date: 11/07/2024	Vendor: WILDROOT	WILD ROOTS	Check Total:	47.29
<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>	
1598	11/07/2024	25-000320	Poinsettia wrappers	07 2900 610 124 000 0	47.29	
Check Number: 2011	Check Type: Check	Check Date: 11/19/2024	Vendor: 5STAR	5 STAR FUNDRAISING	Check Total:	1,350.00
<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>	
20241111	11/11/2024	25-000332	apple	07 2900 610 226 000 0	170.00	
20241111	11/11/2024	25-000332	Bavarian Creme w/ chocolate	07 2900 610 226 000 0	70.00	
20241111	11/11/2024	25-000332	bluebery cream cheese	07 2900 610 226 000 0	200.00	
20241111	11/11/2024	25-000332	Cherry	07 2900 610 226 000 0	200.00	
20241111	11/11/2024	25-000332	Cinnamon	07 2900 610 226 000 0	100.00	
20241111	11/11/2024	25-000332	Srtrawberry cream cheese	07 2900 610 226 000 0	280.00	
20241111	11/11/2024	25-000332	Raspberry	07 2900 610 226 000 0	130.00	
20241111	11/11/2024	25-000332	Caramel Rolls	07 2900 610 226 000 0	200.00	
Check Number: 2012	Check Type: Check	Check Date: 11/19/2024	Vendor: ANNGAR	ANNABELL GARDENS	Check Total:	628.00
<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>	
363536043	11/19/2024		coaches clinic	07 2900 580 102 000 0	270.00	
363550547	11/19/2024		coaches clinic	07 2900 580 102 000 0	358.00	
Check Number: 2013	Check Type: Check	Check Date: 11/19/2024	Vendor: AWUN	Awards Unlimited	Check Total:	220.09
<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>	
98761	11/19/2024		fall medals	07 2900 610 102 000 0	220.09	
Check Number: 2014	Check Type: Check	Check Date: 11/19/2024	Vendor: CHAVMARIO	MARIO CHAVEZ	Check Total:	610.00
<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>	
20241115	11/15/2024	25-000353	JH boys wrestling meet trackwrestling fe	07 2900 352 102 000 0	610.00	
Check Number: 2015	Check Type: Check	Check Date: 11/19/2024	Vendor: PROJEKT3D	DONALD DAVIS	Check Total:	450.00
<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>	
20241118	11/18/2024	25-000361	Photobooth	07 2900 610 226 000 0	450.00	
Check Number: 2016	Check Type: Check	Check Date: 11/19/2024	Vendor: FLOBAS	FLOWER BASKET	Check Total:	56.00
<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>	
a10193	11/18/2024		huck service	07 2900 610 128 000 0	56.00	
Check Number: 2017	Check Type: Check	Check Date: 11/19/2024	Vendor: CHADRONSTA	Fresh Ideas Food	Check Total:	95.40
<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>	
20241118	11/18/2024	25-000349	Meals for FFA contest at Chadron	07 2900 580 124 000 0	95.40	
Check Number: 2018	Check Type: Check	Check Date: 11/19/2024	Vendor: GEARCHR	CHRISTOPHER GEARY	Check Total:	199.00

Detail Check Register

Checking Account: 7		Student Activity				
<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>	
20241119	11/19/2024	25-000380	V bball vs Banner County 12/13/24 offici	07 2900 352 102 000 0	180.00	
20241119	11/19/2024	25-000380	mileage split Sidney	07 2900 352 102 000 0	19.00	
Check Number: 2019		Check Type: Check	Check Date: 11/19/2024	Vendor: HERTRE	TREVOR HERGENREDER	Check Total: 173.00
<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>	
20241119	11/19/2024	25-000373	JH GBB vs Hemingford 11/25/24 A and B ga	07 2900 352 102 000 0	150.00	
20241119	11/19/2024	25-000373	mileage scottsbuff	07 2900 352 102 000 0	23.00	
Check Number: 2020		Check Type: Check	Check Date: 11/19/2024	Vendor: HERTRE	TREVOR HERGENREDER	Check Total: 123.00
<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>	
20241119-0001	11/19/2024	25-000375	JV officials vs Mitchell 12/5/24, 4 quar	07 2900 352 102 000 0	100.00	
20241119-0001	11/19/2024	25-000375	mileage scottsbuff	07 2900 352 102 000 0	23.00	
Check Number: 2021		Check Type: Check	Check Date: 11/19/2024	Vendor: HERTRE	TREVOR HERGENREDER	Check Total: 173.00
<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>	
20241119-0002	11/19/2024	25-000377	JH GBB vs Kimball officials fees 12/9/24	07 2900 352 102 000 0	150.00	
20241119-0002	11/19/2024	25-000377	mileage Scottsbuff	07 2900 352 102 000 0	23.00	
Check Number: 2022		Check Type: Check	Check Date: 11/19/2024	Vendor: HERTRE	TREVOR HERGENREDER	Check Total: 173.00
<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>	
20241119-0003	11/19/2024	25-000378	JH girls bball tournament 12/14/24 offi	07 2900 352 102 000 0	150.00	
20241119-0003	11/19/2024	25-000378	mileage scottsbuff	07 2900 352 102 000 0	23.00	
Check Number: 2023		Check Type: Check	Check Date: 11/19/2024	Vendor: LOGOZ	Logoz	Check Total: 254.00
<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>	
18032	11/11/2024		zip up hoodies	07 2900 610 157 000 0	254.00	
Check Number: 2024		Check Type: Check	Check Date: 11/19/2024	Vendor: MYERRICK	RICK MeYER	Check Total: 199.00
<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>	
20241119	11/19/2024	25-000381	V bball vs Banner County 12/13/24 offici	07 2900 352 102 000 0	180.00	
20241119	11/19/2024	25-000381	mileage split Sidney	07 2900 352 102 000 0	19.00	
Check Number: 2025		Check Type: Check	Check Date: 11/19/2024	Vendor: MORRILLSCH	MORRILL PUBLIC SCHOOLS	Check Total: 75.00
<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>	
20241118	11/18/2024	25-000363	JH Boys Wrestling fee for Morrill Tourna	07 2900 810 102 000 0	75.00	
Check Number: 2026		Check Type: Check	Check Date: 11/19/2024	Vendor: NORTHROCK	NORTH OF THE ROCK DESIGNS	Check Total: 210.00
<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>	
300	11/18/2024		jh wrestling warm ups	07 2900 610 102 000 0	150.00	
301	11/18/2024	25-000355	warm up t-shirts	07 2900 610 102 000 0	60.00	
Check Number: 2027		Check Type: Check	Check Date: 11/19/2024	Vendor: NSAADISTVI	NSAA DISTRICT VI	Check Total: 350.00
<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>	
20241119	11/19/2024	25-000371	Please district choir dues to Alliance,	07 2900 810 102 000 0	350.00	

Detail Check Register

Checking Account: 7		Student Activity				
Check Number	Check Type	Check Date	Vendor		Check Total	
<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>	
2028	Check	11/19/2024	PETERSBJ	BJ PETERS	173.00	
20241119	11/19/2024	25-000379	JH girls bball tournament 12/14/24 offi	07 2900 352 102 000 0	150.00	
20241119	11/19/2024	25-000379	mileage scottsbluff	07 2900 352 102 000 0	23.00	
2029	Check	11/19/2024	RIDRASH	ASHLEY RIDER	194.00	
20241119	11/19/2024	25-000372	JH GBB vs Hemingford 11/25/24 A and B ga	07 2900 352 102 000 0	150.00	
20241119	11/19/2024	25-000372	Mileage	07 2900 352 102 000 0	44.00	
2030	Check	11/19/2024	RIDRASH	ASHLEY RIDER	144.00	
20241119-0001	11/19/2024	25-000374	JV officials vs Mitchell 12/5/24, 4 quar	07 2900 352 102 000 0	100.00	
20241119-0001	11/19/2024	25-000374	mileage morrill	07 2900 352 102 000 0	44.00	
2031	Check	11/19/2024	RIDRASH	ASHLEY RIDER	194.00	
20241119-0002	11/19/2024	25-000376	JH GBB vs Kimball officials fees 12/9/24	07 2900 352 102 000 0	150.00	
20241119-0002	11/19/2024	25-000376	mileage	07 2900 352 102 000 0	44.00	
2032	Check	11/19/2024	RSCHOOLTOD	RSCHOOLTODAY	750.00	
106899	11/13/2024		activity scheduler renewal	07 2900 810 102 000 0	300.00	
106900	11/13/2024		act registration renewal	07 2900 810 102 000 0	450.00	
2033	Check	11/19/2024	SCHBRY	BRYAN SCHOENING	199.00	
20241119	11/19/2024	25-000382	V bball vs Banner County 12/13/24 offici	07 2900 352 102 000 0	180.00	
20241119	11/19/2024	25-000382	mileage split Sidney	07 2900 352 102 000 0	19.00	
2034	Check	11/22/2024	ASSGREE	ASSUMPTION GREEK ORTHODOX CHURCH PHILOPTOCHOS	399.95	
20241122	11/22/2024	25-000392	Thanksgiving food boxes	07 2900 610 138 000 0	399.95	
2035	Check	11/22/2024	GONAMA	Amanda Gonzales	50.00	
20241122	11/22/2024		deposit refund	07 1790 0102	50.00	
2036	Check	11/25/2024	BARNATE	NATE BARKER	325.00	
20241125	11/25/2024	25-000413	JH BWR officials fees with mileage 12/2/	07 2900 352 102 000 0	325.00	
2037	Check	11/25/2024	CHADRON	Chadron High School	100.00	

Detail Check Register

Checking Account: 7		Student Activity				
<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>	
20241125	11/25/2024	25-000409	V GWR fees in Chadron Invite 12/5/24	07 2900 810 102 000 0	100.00	
Check Number: 2038 Check Type: Check Check Date: 11/25/2024 Vendor: DERRBRAD BRADLEY DERR Check Total: 194.00						
20241125	11/25/2024	25-000414	JH GBBALL vs Hemingford 11/25/24 officia	07 2900 352 102 000 0	150.00	
20241125	11/25/2024	25-000414	mileage	07 2900 352 102 000 0	44.00	
Check Number: 2039 Check Type: Check Check Date: 11/25/2024 Vendor: OLSENMIKE MICHAEL OLSEN Check Total: 356.00						
20241125	11/25/2024	25-000410	JH BWR officials fees with mileage 12/2/	07 2900 352 102 000 0	325.00	
20241125	11/25/2024	25-000410	mileage	07 2900 352 102 000 0	31.00	
Check Number: 2040 Check Type: Check Check Date: 11/25/2024 Vendor: REFMELE Melissa Reffalt Check Total: 40.00						
20241125	11/25/2024		jh wrestling shirt	07 2900 610 102 000 0	40.00	
Check Number: 2041 Check Type: Check Check Date: 11/25/2024 Vendor: SCHKLI KLINT SCHNELL Check Total: 395.00						
20241125	11/25/2024	25-000411	JH BWR officials fees with mileage 12/2/	07 2900 352 102 000 0	325.00	
20241125	11/25/2024	25-000411	mileage	07 2900 352 102 000 0	70.00	
Check Number: 2042 Check Type: Check Check Date: 11/25/2024 Vendor: STONEJARED JARED STONE Check Total: 348.00						
20241125	11/25/2024	25-000412	JH BWR officials fees with mileage 12/2/	07 2900 352 102 000 0	325.00	
20241125	11/25/2024	25-000412	mileage	07 2900 352 102 000 0	23.00	
Check Number: 2043 Check Type: Check Check Date: 11/26/2024 Vendor: TIGERPAWS Bayard Tiger Paws Check Total: 48.00						
20241126	11/26/2024		hospitality	07 2900 610 102 000 0	48.00	
Check Number: 2044 Check Type: Check Check Date: 11/26/2024 Vendor: REFMELE Melissa Reffalt Check Total: 500.00						
20241126	11/26/2024		jh wrestling shirts	07 2900 610 102 000 0	500.00	

*Denotes Expensed Invoice Item

Checking Account ID: 7

Total without Voids: 30,572.02

NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

NOVEMBER
20-24



Leadership

Innovation

Vision

Engagement

#liveNASB

#weLIVEhere

1,900,000 Nebraskans

329,000 Students

1,700 Locally Elected School Board Members

260 Member Districts/ESUs

ONE NEBRASKA

Snapshots



IN THIS EDITION OF BOARD NOTES

THIS MONTH IN ...

AT THE BOARD TABLE

ALL SYSTEMS WENT ... THANK YOU FOR JOINING US!
BRAD WILKINS: SCHOOL BOARD MEMBER OF THE YEAR
ALICAP RECOGNIZES ITS ANNUAL AWARD WINNERS

JOIN US THIS DECEMBER & JANUARY

NEBRASKA LITERACY PROJECT STATE PLAN

EHA SETS 2025-26 SCHOOL YEAR RATES

WHO AM I?

... AND MUCH MORE!

The NASB provides programs, services, and advocacy to strengthen public education for all Nebraskans. Learn more at www.NASBonline.org

THIS MONTH IN ...

Leadership

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Vision

Engagement



1,900,000 Nebraskans

329,000 Students

1,700 Locally Elected School Board Members

<https://members.nasbonline.org/>

ADVOCACY & GOVERNMENT RELATIONS ... With the election over, NASB continues its advocacy for local control on all decisions made in the boardroom and classroom. Come January 8th we will have 17 new Senators, new Committee leadership in many key committees, and anticipate the following hot topics to come up at some point ... School Funding Changes (will more caps be added? Will a re-write of TEEOSA be attempted?); The micro-management of books, curriculum, cell phones, and student discipline; Sports & Spaces; School Safety; Option Enrollment, and more! As always, stay engaged and informed! Call Colby & Matt with questions any time!

ALICAP & INSURANCE ... Thank you to all those ALICAP members who attended the Annual ALICAP Membership Meeting on Wednesday November 20th in Omaha at the CHI Center. We had a great turnout, and it was so good to see so many members in one room! The 2023-2024 year was a great year for the pool, and we enjoyed celebrating with you all!! The ALICAP Team wishes you all a Happy Thanksgiving!

BOARD LEADERSHIP ... "At the Board Table" is on pages 4&5. This space reflects recommended regular board meeting agenda items to include in your upcoming agenda. - Marcia, Katie, Caden, Stacie, Ben, Stephanie & McKenna!

DATA ANALYTICS ... When last year's state standardized test results become available, it will be a great time to examine your students' scores in relationship to various nearby districts and districts of a similar size. Jim Luebbe can supply that NDE information to you in way that quickly makes sense of the numbers, along with other relevant information such as poverty and mobility indicators that may be influential in your own school's results.

EDUCATION LEADERSHIP SEARCH SERVICE ... Contact us with questions on search protocol, to schedule a proposal, or inquire about a vacancy. The deadlines are approaching for multiple positions. Visit the Search section of the website for more information or give Shari a call.

ENERGY PURCHASING ... With elections over and winter near, the natural gas markets are looking at fundamentals and seem to be moving sideways. Total gas in storage is above 5-year levels and creeping higher, with no strong indications of a colder than normal winter. Our gas purchasing programs, NJUMP and CJUMP, have locked in most of this winter's predicted needs at favorable prices, but our market consultants continue to watch the trends daily to ensure our districts can stretch their utility dollars as much as possible. If you are not a member, watch for sign up information early this spring to help your district take advantage of this valuable program.

THIS MONTH IN ...

A quick snapshot of the various programs, services, support and events NASB has planned for its members in the coming month!

FOUNDATION ... The Nebraska Public Leadership Foundation (NPLF) has created an annual scholarship program for high school seniors who are pursuing higher education to become a teacher in a Nebraska public school system. Please consider helping today's student leaders become tomorrow's education leaders by donating to the NPLF Student Scholarship Program at

www.nepublicleadership.org

GALLUP STRENGTHS ... Click the link to read and hear about how Tom Osborne leads with strengths. His top 5 are Belief, Achiever, Self-Assurance, Relator, and Responsibility.

<https://www.gallup.com/leading-with-strengths/511949/tom-osborne.aspx>

MEMBER ENGAGEMENT ... It was FANTASTIC to see so many of you at the State Education Conference! I hope you left feeling inspired and energized by the wealth of learning and networking opportunities. The exchange of ideas and experiences is always a powerful reminder of the impact we can make together in education. Be sure and register for the New Board Member Workshops where the learning is appropriate for brand new and veteran board members and their administrators. Recent district visits include Alliance, Arthur County, Bridgeport, Mitchell, Scottsbluff, and Sioux County.

POLICY ... Many school districts no longer have a daily or weekly newspaper being published within their boundaries. Beginning with January 2025 for those districts lacking a newspaper of general publication within their jurisdiction, there will be a process available for posting notice of your Board meeting notices to a statewide website maintained for that purpose. LB 287 section 73 deals with this change but further details should be coming from the state very soon.

TECHNOLOGY ... It was great seeing so many of you in Omaha last week! As you start to settle and certify your negotiated agreements, please remember to load them into the Contract Settlement Form or send them to Darion!

TRAINING, NETWORKING, ENGAGEMENT & EVENTS



Leadership

Innovation

Vision

Engagement

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1,900,000 Nebraskans 329,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

<https://members.nasbonline.org/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'. If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance.

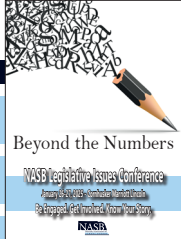


2024 NEW BOARD MEMBER WORKSHOPS



New Board Member Workshops

- December 2 - Norfolk
- December 3 - Kearney
- December 4 - Gering
- December 5 - North Platte
- December 10 - York
- December 11 - La Vista



2025



Legislative Issues Conference - January 26-27 - Lincoln

JANUARY

School Board Member Week - January 26 to February 1

President's Retreat - February 16-17 - Kearney

FEBRUARY

Federal Advocacy Fly In - March 16-19 - Washington D.C.

MARCH

NAEP State Convention - March 19-20 - Kearney

NASB Member Golf Outing - June 11 - Kearney

JUNE

School Leaders & Law Conference - June 11-12 - Kearney

ALICAP Summer Workshops - TBD

JULY

Leadership Workshops - July 28-30 - Gering, Kearney & Omaha

Area Membership Meetings - Fall 2025

AUGUST

Labor Relations - October 1-2 - Lincoln

OCTOBER

2025 State Education Conference - November 19-21 - Omaha

NOVEMBER

New Board Member Workshop - December 3, 2025 - Kearney

DECEMBER

www.NASBonline.org

AT THE BOARD TABLE

Leadership

Innovation

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1,900,000 Nebraskans

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ONE NEBRASKA

BOARD AGENDA ITEMS FOR YOUR MONTHLY MEETINGS

<https://members.nasbonline.org/board-leadership>



Each month, this space reflects recommended regular board meeting agenda items to include in the upcoming board meeting agenda. Please contact Marcia at mherring@NASBonline.org if you have questions or recommendations for improving the Board Meeting Annual Calendar.

DECEMBER BOARD AGENDA ITEMS

Please see the November 15th email from mherring@NASBonline.org and shiggins@NASBonline.org for the draft of the December Board Meeting Agenda. If you have questions or need us to resend the email, please feel free to contact Marcia at 402-450-5152 or Stacie at 402-209-1608.

NASB LEARNING OPPORTUNITIES FOR NEWLY ELECTED, APPOINTED, OR EXPERIENCED BOARD MEMBERS

NASB Learning Opportunities

The Association has a long history of providing learning opportunities and resources to support board members, boards, and superintendents. As you know, after each election cycle, NASB offers a full-day workshop for incoming board members as well as experienced members. Superintendents often attend alongside their board members when possible. This popular workshop provides an in-depth overview of the:

- Board's governance role and responsibilities
- Board meeting agenda, public comment, minutes
- Policy
- Superintendent leadership and evaluation
- Board meeting protocol and procedures
- NE Open Meetings Law
- Board committee work
- Board self-assessment, and so much more

This year the New Board Member Workshop will debut the NASB Board Member Academy – Module I.

WHAT IS THE NASB BOARD MEMBER ACADEMY?

This Academy offers a comprehensive board training program designed to enhance the effectiveness and cohesiveness of the board of education. The program features content aligned with the NASB Effective Board Governance Standards, including interactive workshops and leadership development. Key outcomes include strengthened collaboration, improved decision-making processes, and a unified vision for working collaboratively with the superintendent to advance education within your school district.

The Academy provides an expanded platform for NASB Board Leadership staff and experts to engage new board members, offering additional opportunities to discuss and explore key topics related to the role and responsibilities of both board members and superintendents to lead cohesively with confidence and purpose. This initiative begins with the redesign of the New Board Member Workshop. This year's Module I will deliver comprehensive training on essential governance topics, including the board's role and responsibilities, policy, Nebraska Open Meetings Law, community engagement, board-superintendent relations, long-term goals, etc. This improved structure is purposefully designed to deepen the board's understanding of duties, equip board leadership to collaborate with the superintendent to uphold the district's mission of delivering a high-quality education for all students.

CONTINUED ON PAGE 5

AT THE BOARD TABLE



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CONTINUED FROM PAGE 4

NASB BOARD MEMBER ACADEMY MODULES & TIMELINE

Module I OFFERED 2024	Module I & II OFFERED 2025	Module I, II, and III OFFERED 2026	Module I, II, III, and IV Offered 2027
Board Role and Responsibilities	Budget and Stakeholder Engagement	Student Academic Success	State and Local Advocacy
NASB Standards I – IX	Standard VI: District Resources	Standard IV: Student Accountability and Achievement	Standard V: Advocacy
Board Role and Responsibilities	Board Superintendent Relations	NDE - NEP Site	Legislative Calendar
NE Open Meetings Law	Budget Calendar	District Accreditation NDE Assurance Statement	NASB Advocacy Updates
Communications	Finance Committee	District Adopted Curriculum	District Legislative Initiatives
Board Meeting Protocols and Procedures	Standard I: Mission, Vision & Goals	District Instructional Framework	NASB Website Legislative Bill Updates/Hearings/etc.
Standard II: Policy Governance	Budget Aligned to District Strategic Plan/Goals	State Standards Alignment	Testifying before the Legislature
Board Committees	Monthly Board Meeting Budget Reports	Staff Professional Development Plan	State Senator Engagement
Standard VIII: Board Superintendent Relations	Standard III: Community and Stakeholder Engagement	Board Data Calendar	Community Leader
Superintendent Leadership and Evaluation	Community Leader	Board Agenda Reports and Goal Monitoring	
Annual Board Calendar		Community Leader	
Board Meeting Agenda			
Community Leader			

Contact Marcia or any of the Board Leadership team with questions regarding the Academy!

NASB BOARD MEMBER ACADEMY ALIGNED LEARNING WORKSHOPS

Module I OFFERED 2024	Module I & II 2025 NASB Learning Workshops	Module I, II, and III 2026 NASB Learning Workshops	Module I, II, III, and IV 2027 NASB Learning Workshops
	*Open Meetings Law *Leadership Workshop-Board Self-Assessment and Superintendent Evaluation *Area Membership Mtgs *New Board Member Workshop	*Open Meetings Law *Budget Workshop *Leadership Workshop *Area Membership *New Board Member Workshop	*Legislative Issues Conference *Open Meetings Law *Budget Workshop *Leadership Workshop *Area Membership *New Board Member Workshop

On-Boarding Newly Elected or Appointed Board Members

Suggested resources to share with newly appointed/elected board members for the Board, Board President, and Superintendent:

- District mission/vision/belief statements
- District short and long-range goals/strategic plan
- Code of Conduct for board members and conflict of interest criteria/form
- Board policy manual or access to online policies, administrative guidelines, and all handbooks (e.g., student, staff, activities, etc.)
- Board committee structure and appointments
- District complaint and grievance procedures
- Annual Board Calendar and district calendar of events
- Board processes, including board meeting procedures, agenda preparation, and policy development
- Communication issues, including use of email and communicating with the media
- Superintendent's contract including, a blank evaluation tool, the job description, salary, and benefit package details
- Board Meeting Agendas and Minutes from the past year
- Geographic boundaries of the district and ward boundaries if applicable
- NASB board member learning workshops [NASB New Board Member Workshop]
- Board member, superintendent, and administrative assistant contact information

ALL SYSTEMS WENT ... THANK YOU FOR JOINING US!

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<https://members.nasbonline.org/events/state-education-conference>

THANK YOU! Another incredible week in Omaha with 1,100 of our closest friends, learning, networking, engaging and working together! This event does not happen without YOU! Takeaways from this year's Conference include:

- Two engaging Pre-Conference sessions on Harnessing the Power of AI, and Board Conflict and the Hidden Costs of Dysfunction
- **58 breakout sessions on a wide variety of topics.**
- The Louisville 4th, 5th and 6th graders kicked things off with a ROAR Thursday morning.
- **Gian Paul Gonzalez taught us how to be ALL IN!**
- Tommy Spaulding showed us what it means to lead with the heart.
- **We learned what was on the horizon at the NDE with Commissioner Brian Maher.**
- Students from districts across the state participated in the Student Voices breakout and in Friday's Classroom Showcase.
- **The annual NASB Delegate Assembly set the legislative and leadership initiatives for the Association and its members for 2025**
- Brad Wilkins of Ainsworth Community Schools was honored as this year's Ann Mactier School Board Member of the Year.
- **Melissa Poloncic of DC West Community Schools recognized as this year's Superintendent of the Year.**



Thank you to everyone who took the time to attend, present, serve, exhibit, and network. We always look forward to seeing you throughout the year and each November. Mark your calendars now for the 2025 State Education Conference. November 19-21, 2025, back at the CHI Health Center Omaha!



BRAD WILKINS: SCHOOL BOARD MEMBER OF THE YEAR

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<https://members.nasbonline.org/board-leadership/ann-mactier-school-board-member-of-the-year-award>

Last Thursday we gathered to celebrate leadership, innovation, vision, and engagement. It was the honor of State Board of Education President, Elizabeth Tegtmeier, to elucidate the remarkable achievements of this year's 2024 Ann Mactier School Board Member of the Year, Brad Wilkins of Ainsworth Community Schools.

A graduate of Ainsworth Community Schools, his impact goes beyond the 12 years of service to his local board. He routinely sacrifices personal time with excellent commitment to serve not only the Ainsworth school district, but at the state and national levels as well.

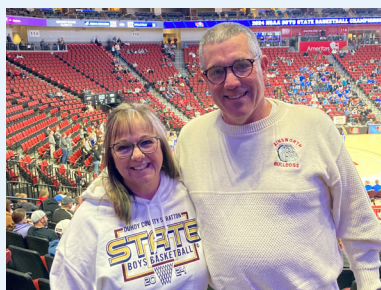
He has served on the NASB Legislation Committee, was an NASB Region Director, and spent six years as an NASB Officer, including Association President in 2022.

Brad is a local business owner, landowner, involved in many aspects of the local community through his church and other groups, is an active mentor through the school's Teammates program, and can be counted on as a faithful volunteer and supporter of that program.

A true advocate for the policies, procedures, and strategic planning in Ainsworth Community Schools resulting in many positive impacts for our students and staff. Brad understands community engagement and walks the talk.

"Brad simply just gets it and understands leadership and why collaborative coherence among Board members and their stakeholders is necessary."

Congratulations Brad!



ALICAP RECOGNIZES ITS ANNUAL AWARD WINNERS

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<https://alicap.org/>

ALICAP

211 NEBRASKA SCHOOLS AND ESUs

.94 AVERAGE WORK COMP EXPERIENCE MODIFIER

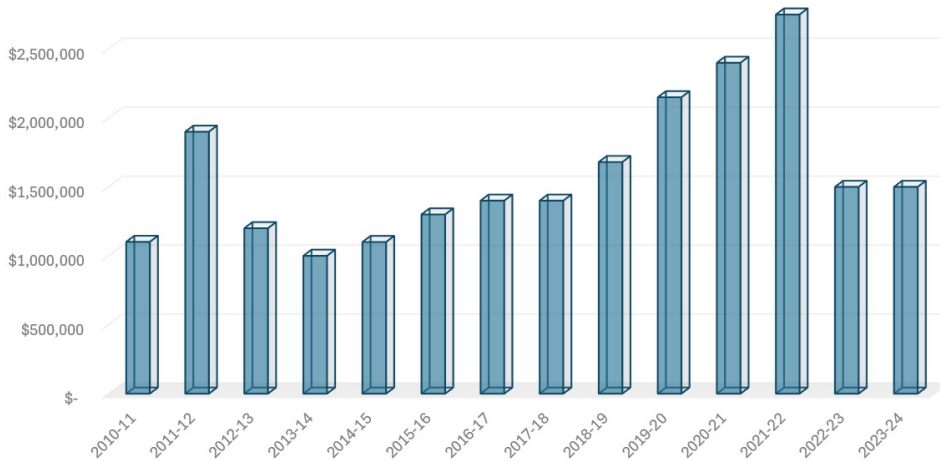
6 LOSS CONTROL CONSULTANTS

OVER 134,000 SAFETY TRAININGS COMPLETED

\$1.5 MILLION DOLLAR DIVIDEND RETURNED

31,000 EMPLOYEES COVERED

\$31 MILLION GIVEN BACK IN DIVIDENDS SINCE 1990



2023-2024 RECOGNITION PROGRAM AWARD WINNERS

LOSS RATIO AWARD WINNER
MILFORD PUBLIC SCHOOLS

EXPERIENCE MODIFIER AWARD WINNERS
BENNINGTON PUBLIC SCHOOLS
GERING PUBLIC SCHOOLS

SAFESCHOOLS AWARD WINNER
PLATTSMOUTH COMMUNITY SCHOOLS

ALICAP WOULD LIKE TO CONGRATULATE THESE MEMBERS ON EARNING THIS YEAR'S SAFETY AWARDS.

A STRONG SAFETY PROGRAM BEGINS WITH A SUPPORTIVE LEADERSHIP TEAM AND IS ACTED OUT BY EVERY STAFF MEMBER, EVERY DAY.

KEEP UP THE GOOD WORK!

MANY THANKS TO ALL ALICAP MEMBERS FOR THEIR TRUST, LOYALTY & DEDICATION



JOIN US THIS DECEMBER & JANUARY

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<https://members.nasbonline.org/events>

NEW BOARD MEMBER WORKSHOPS

AGENDA

8:00 AM - Registration

8:30 AM - Welcome & Introductions

Board and Community Leadership

NASB Standards of Effective Board Governance

Board Member Role and Responsibilities

Superintendent Leadership

Lunch

Board Standards I through IX

NASB Event Calendar Save the Date

3:00 PM - Dismissal & Workshop Evaluation



This will be an interactive work session for newly elected board members covering board governance roles and responsibilities and more. The Workshops also provide a great review for those who have experienced serving on the board.

SUGGESTED AUDIENCE

Newly elected or recently appointed school or ESU board members, experienced board members, Superintendents, and ESU Administrators

DATES & LOCATIONS

Monday, December 2 - Norfolk Country Club

Tuesday, December 3 - Kearney Holiday Inn

Wednesday, December 4 - Gering Civic Center

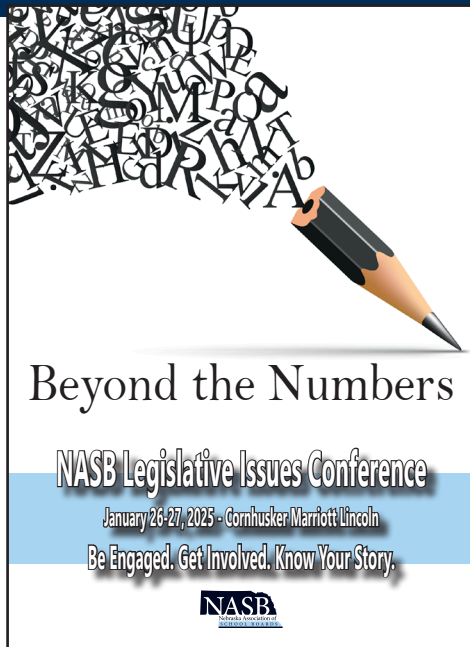
Thursday, December 5 - North Platte - Venue 304

Tuesday, December 10 - York - Holthus Center

Wednesday, December 11 - La Vista Conference Center

REGISTRATION

Onsite Registration welcome for the first four locations!
Online registration deadline for York & La Vista is December 5th.



Legislative Issues Conference

January 26-27, 2025

Cornhusker Marriott - Lincoln

SUNDAY, JANUARY 26 - 6:00 PM - Reception, Dinner, and Program

Beyond Tornado Drills: The New Challenges of School Safety

Jay Martin - NDE Safety & Security Director

MONDAY, JANUARY 27 - 8:00 AM to 1:30 PM

Welcome and Introductions, 2025 Bill Review & Looking Beyond the Numbers

Speaker Arch - Session Preview

Senator Murman - Education Committee Update

A Conversation with the New Revenue Chair

Senator Hughes - School Funding Legislation Update

School Spending/Caps: Bills & Strategies to Help Share Your Story

How Nebraska Compares. The Story Rarely Told

Final Talking Points Prior to Your Lunch with the Senators

Lunch with the Senators

(IN NO PARTICULAR ORDER, SPEAKER LIST SUBJECT TO CHANGE)

NEBRASKA LITERACY PROJECT STATE PLAN

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Prior to her election to the State Board of Education in November 2020, Patti Gubbels served on the Norfolk Board of Education, and was a member of the NASB Board of Directors, and the NASB Legislation Committee since 2016.



The State Board of Education approved the Nebraska Literacy Project State Plan at the October board meeting. The origination of the Nebraska Literacy Project State Plan occurred through efforts taken over the last twenty years by the Nebraska State Board of Education, and more recently, the Nebraska Legislature, to prioritize literacy. Prevalent actions included the approval of a State Board of Education literacy position statement, the enactment of the Nebraska Reading Improvement Act (2018), the Literacy Professional Learning System (2024), the endorsement of early literacy as a legislative priority by the Nebraska State Board of Education, and the NDE receipt of a Comprehensive Literacy Development Grant from the federal government.

The State Board of Education initially adopted an Early Literacy Position Statement in 2002 that was recently revised (2024) to focus on foundational literacy. The foundational literacy position statement encourages schools to establish policies that promote high-quality literacy instruction for all students that is grounded in evidence-based practices.

In 2018, the Nebraska Legislature passed the Nebraska Reading Improvement Act. The Reading Improvement Act requires that schools administer diagnostic reading assessments three times during the school year to measure progress toward reading proficiency for students in K-3rd grade. The NRIA also requires identification and parental notification of students with reading deficiencies, and the development of Individualized Reading Improvement Plans which include supplemental reading interventions for those students.

The Nebraska State Board of Education identified early literacy as a legislative priority in 2022. Prior to the last legislative session, Nebraska Department of Education staff and I met with Senator Linehan and Senator Walz to garner their support for additional funding so literacy improvement efforts could be implemented in a systemic way. The 2024 Nebraska Legislature passed Nebraska Revised Statute 79-2607 that requires the Nebraska Department of Education to establish a professional learning system related to evidence-based reading instruction. The State of Nebraska is providing funding over the next three years to support the hiring of regional reading instruction coaches and provide teacher in-service evidence-based reading instruction training.

The Nebraska Department of Education recently received a fifty-five-million-dollar Comprehensive Literacy State Development Grant from the US Department of Education that NDE will use to help accomplish the vision and goals of the Nebraska Literacy Project State Plan.

The Nebraska Literacy Project State Plan's vision is to foster a culture of proficient and lifelong readers in Nebraska and unlock student potential for learning, earning, and living through a focus on evidence-based reading instruction. As Commissioner Maher stated during the October board meeting, "We want to make sure kids in Nebraska are reading a little bit better tomorrow than they are today."

The goals of the NE Literacy Project are to increase third grade proficiency on the NSCAS English Language Arts Statewide Assessment to 75% by 2030 with the subgoals of increasing the percentage of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds, and to ensure that 100% of Nebraska educator preparation programs are implementing evidence-based instruction for prospective teachers grounded in the science of reading.

For the Nebraska Literacy Project to be successful, the Nebraska Department of Education will need to implement an effective Professional Learning System that includes evidence-based reading curriculum and teacher preparation. Regional literacy coaches, coordinated through our Educational Service Units, must work diligently to train local school district coaches. NDE must collect and analyze data to evaluate the effectiveness of the project with adjustments being made to the project if necessary, and finally, family literacy and Pre-K programs must be engaged to ensure that young children are gaining the essential pre-reading skills and prior knowledge necessary to become effective early readers. Through these efforts I am confident that Nebraska students will be reading better tomorrow than they are today.

Editor's Note: The opinions expressed in the column are those of Patti Gubbels and do not necessarily represent the Nebraska State Board of Education.

EHA SETS 2025-26 SCHOOL YEAR RATES

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Educators Health Alliance Sets 2025-26 School Year Rates Overall premium increase of 5.49% continues single-digit streak

There will be an overall increase of 5.49% in premiums next year for the medical and dental insurance plans used by nearly every Nebraska school district, following action by the Educators Health Alliance (EHA) Board of Directors. The EHA is a consortium of three statewide public school groups that manages the plan. All medical insurance rates and dental insurance rates for active employees and retirees will increase 5.49% from the 2024-25 rate level.

"While our medical claims have increased in the most recent months, we are comfortable approving a rate increase below some of the industry surveys we have seen," said Trish Guinan, EHA Board Chair and NSEA Executive Director. "Given the rate of inflation over the last few years, we are pleased we've been able to maintain our streak of more than 20 years without a double-digit increase in rates, and to average an increase of 4.77% for the last decade."

Read the full release now at www.ehapan.org/sites/default/files/2025-26-insurance-rate-news-release.pdf



Paul Grieger
Managing Director,
Public Finance
402-392-7986
pgrieger@dadco.com



Cody Wickham
Senior Vice President,
Public Finance
402-392-7989
cwickham@dadco.com



Andy Forney
Senior Vice President,
Public Finance
402-392-7988
aforney@dadco.com

Building a Better Future with Nebraska's Public Finance Partner

D.A. Davidson & Co. has long been a leader in innovative debt financing for school districts. What we're most proud of are the relationships we've nourished and the strong community improvements that are made as a result.

Our public finance professionals take a personal interest and a hands-on approach, carrying our deals from start to finish. Because you deserve solutions tailored to fit you.

- School Bond Issues
- Tax Anticipation / Construction Notes
- Lease-Purchase Financing
- QCPUF Bonds
- Refinancing Bond Issues



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SEE HOW WELL YOU KNOW YOUR NASB STAFF ...

ANSWERS BELOW

TRIVIA
time

A: I HAVE 19 YEAR OLD CAT NAMED PTERODACTYL

B: I CAN'T BEND MY LEFT WRIST

C: I HAVE BEEN SKYDIVING... TWICE!

D: I WAS A GYMNAST FOR 10 YEARS

E: I HAVE THE SAME BIRTHDAY AS MY MOM

F: I PLAY IN AN ALUMNI POLKA BAND EVERY SUMMER WITH APPROXIMATELY 200 OF MY CLOSE FRIENDS

G: I'VE INTERCEPTED A PASS FROM AN NFL HALL OF FAMER, WHILE COVERING AN NFL HALL OF FAMER

H: I TOOK GYMNASTICS GROWING UP AND WAS A HIGH SCHOOL CHEERLEADER

I: I HAVE VISITED 22 COUNTRIES AND ALL CONTINENTS (EXCEPT ANTARCTICA)

J: I'VE CASUALLY PLAYED THREE STRING, TWO WOODWIND, AND THE PIANO AS MUSICAL INSTRUMENTS

K: I RODE THE SAME BUS ROUTE AS MY FUTURE HUSBAND BACK WHEN WE WERE IN ELEMENTARY SCHOOL

L: I LOVE A PEANUT BUTTER AND PICKLE SANDWICH

M: AT 10 I WAS CURED OF SEVERE, CHRONIC ASTHMA WITH A VARIATION OF MEDICINE USING COMPOUNDS OF ARSENIC, IODINE, DIGITALIS, PHENOBARBITAL, STEROIDS, AND A PINCH OF STRYCHNINE

N: I HAVE HAD MY SPLEEN REMOVED, BUT GREW A NEW BABY SPLEEN

O: I HAVE AN ORIGINAL COPY/PRESS OF THE BEATLES WHITE ALBUM

P: I HAVE VISITED 37 STATES AND 7 COUNTRIES

A: Caden. B: Sallie. C: Katie. D: Makenzie. E: Ben. F: Sharon. G: Matt. H: Megan. I: Colby. J: Nate. K: Rachel. L: Marcia. M: Jim. N: John. O: Lindsey. P: Stephanie

YOUR NASB BOARD OF DIRECTORS & STAFF

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YOUR NASB BOARD OF DIRECTORS

<https://members.nasbonline.org/board-of-directors>



Region 1 - Neal Kanel
HTRS



Region 2 - Sarah Centineo
Bellevue



Region 3 - Kyle Fisher
Springfield Platteview



Region 4 - Elizabeth Kumru
Ralston



Region 5 - Shavonna Holman
Omaha



Region 6 - Ricky Smith
Omaha



Region 7 - Tracy Casady
Omaha



Region 8 - Don Mayhew
Lincoln



Region 9 - Piyush Srivastav
Lincoln



Region 10 - Ed Swotek
Malcolm



Region 11 - Jim Vlach
Lyons-Decatur Northeast



Region 12 - Lisa Wagner
Central City



Region 13 - Marilyn Bohn
ESU 10



Region 14 - Steve Koch
Hershey



Region 15 - Allison Sandman
Wauneta-Palisade



Region 16 - Suzanne Sapp
Ashland-Greenwood



Region 17 - Michelle Reikofski
Osmond



Region 18 - Susan Ernest
Leyton



Region 19 - Stacy Jolley
Millard



At-Large - Lisa Albers
Grand Island



At-Large - Steve Blocher
West Point



At-Large - Pam Holcomb
Broken Bow



At-Large - Erick Lee
Arapahoe-Holbrook



John Spatz
Executive Director



YOUR NASB STAFF

<https://members.nasbonline.org/about-us/nasb-staff>



Nate Alspaugh
IT Specialist



Matt Belka
Director of Marketing,
Communications & Advocacy



Katie Corfield
Board Leadership Online
Survey Specialist



Marcia Herring
Director of Board Leadership



Jim Luebke
Director of Policy Services



Ben Anderjaska
Board Leadership
Engagement Specialist



Megan Boldt
Associate Executive Director
Director of ALICAP



McKenna DeRiese
Board Leadership
Administrative Assistant



Stacie Higgins
Board Leadership Specialist



Avary Pansing Brooks
Board Leadership
Engagement Specialist



Makenzie Barry
ALICAP Data &
Financial Specialist



Craig Caples
Director of Technology



Sharon Endorf
Director of
Member Engagement



Sallie Horky
Chief Operating Officer



Stephanie Summers
Board Leadership Specialist



Shari Becker
Director of Education
Leadership Search Service



Colby Coash
Associate Executive Director
Dir. of Government Relations



Caden Frank
Board Leadership Community
Engagement Specialist



Rachel Horstman
Business Manager



Lindsey Wooton
Administrative Specialist

YOUR 2024 NASB AFFILIATES

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View the full, detailed listings with contact info at:

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YOUR 2024 PLATINUM AFFILIATES

YOUR 2024 GOLD AFFILIATES

YOUR 2024 NASB AFFILIATES

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<https://members.nasbonline.org/about-us/affiliate-members>

ACCOUNTING

Watts and Hershberger, P.C.

ARCHITECTS

Alley Poyner Macchietto Architecture

BCDM Architects
PLATINUM LEVEL AFFILIATE

BVH Architecture
PLATINUM LEVEL AFFILIATE

Carlson West Povondra Architects
PLATINUM LEVEL AFFILIATE

Clark & Enersen
GOLD LEVEL AFFILIATE

CMBA Architects
PLATINUM LEVEL AFFILIATE

DLR Group
GOLD LEVEL AFFILIATE

AWARDS & PLAQUES

Awards Unlimited

BUILDING CONTROLS AND BUILDING SERVICES

Navitas
GOLD LEVEL AFFILIATE

CONSTRUCTION SERVICES

914 Coatings
GOLD LEVEL AFFILIATE

BD Construction
GOLD LEVEL AFFILIATE

Boyd Jones
PLATINUM LEVEL AFFILIATE

Cheever Construction
GOLD LEVEL AFFILIATE

Hausmann Construction
PLATINUM LEVEL AFFILIATE

MCL Construction
GOLD LEVEL AFFILIATE

Project Control

Sampson Construction
PLATINUM LEVEL AFFILIATE

ENERGY SERVICES

Facility Advocates
PLATINUM LEVEL AFFILIATE

EQUIPMENT AND FURNITURE

Outdoor Recreation Products
PLATINUM LEVEL AFFILIATE

FINANCIAL SERVICES

Ameritas Investment Company

D.A. Davidson & CO.
PLATINUM LEVEL AFFILIATE

Nebraska Liquid Asset Fund
PLATINUM LEVEL AFFILIATE

Northland, (First National Capital Markets)
PLATINUM LEVEL AFFILIATE

Piper Sandler
PLATINUM LEVEL AFFILIATE

FOOD SERVICE

Lunchtime Solutions
GOLD LEVEL AFFILIATE

Opa! Food Management

FUNDRAISING

Omaha Public Schools Foundation
GOLD LEVEL AFFILIATE

INSURANCE SERVICES

American Fidelity
PLATINUM LEVEL AFFILIATE

Blue Cross Blue Shield of Nebraska
GOLD LEVEL AFFILIATE

National Insurance Services

Public Risk Management/ALICAP
PLATINUM LEVEL AFFILIATE

LEGAL SERVICES

Mueller Robak, LLC

PLAYGROUND/SCOREBOARDS/SURFACING

Creative Sites, LLC
SILVER LEVEL AFFILIATE

PLAYGROUND/SCOREBOARDS (CONTINUED)

Crouch Recreation
PLATINUM LEVEL AFFILIATE

Cunningham Recreation/GameTime

Fisher Tracks, Inc.

SAFETY & SECURITY SERVICES

One Source The Background Check Company
GOLD LEVEL AFFILIATE

STUDENT SERVICES

Doane University
GOLD LEVEL AFFILIATE

TeamMates Mentoring Program
SILVER LEVEL AFFILIATE

TECHNOLOGY/SOFTWARE

Bishop Business
PLATINUM LEVEL AFFILIATE

Envisi
PLATINUM LEVEL AFFILIATE

Hamilton
PLATINUM LEVEL AFFILIATE

Sparq Data Solutions
PLATINUM LEVEL AFFILIATE

TRANSPORTATION PRODUCTS

Cornhusker International
GOLD LEVEL AFFILIATE

Master's Transportation
GOLD LEVEL AFFILIATE

BOARD NOTES IS PUBLISHED ON A MONTHLY BASIS AS A MEMBER SERVICE. ADVERTISING IS AVAILABLE IN EVERY ISSUE. TO ADVERTISE OR BECOME AN AFFILIATE, PLEASE CONTACT MATT BELKA FOR FURTHER INFORMATION. ARTICLES OR ADVERTISING CONTAINED HEREIN DO NOT NECESSARILY REPRESENT THE VIEWS OR POLICIES OF NASB.



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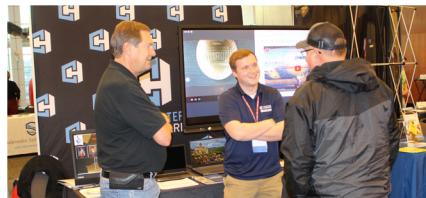
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NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



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The NASB provides programs, services and advocacy to strengthen public education for all Nebraskans. Learn more at www.NASBonline.org

NASB BOARD QUICKS

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



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To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'. If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance. All Dates & Locations Tentative & Subject to Change

JOIN US!

Events & Networking - <https://members.nasbonline.org/events>

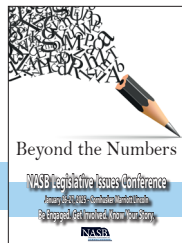


2024 NEW BOARD MEMBER WORKSHOPS

New Board Member Workshops



- December 2 - Norfolk
- December 3 - Kearney
- December 4 - Gering
- December 5 - North Platte
- December 10 - York
- December 11 - La Vista



Legislative Issues Conference - January 26-27 - Lincoln
The 2025 Legislative Session is set to begin Wednesday, January 8

School Board Member Week - January 26 to February 1



President's Retreat - February 16-17 - Kearney

Continued on Page 2



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NASB BOARD QUICKS



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

1,900,000 Nebraskans 329,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

PAGE 2



Federal Advocacy Fly In - March 16-19 - Washington D.C.

NAEP State Convention - March 19-20 - Kearney

Warmest wishes for a Merry Christmas and a Happy New Year from the NASB Board & Staff!



YOUR 2024 PLATINUM AFFILIATES

If your business would like to become an Affiliate Member of NASB, please visit: <https://members.nasbonline.org/about-us/affiliate-members>

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Dear Comptroller of the Currency,

Subject: The Impact of the Absence of a Local Bank Branch on Our Entity

I am writing to express our deep concern regarding the closure or absence of a bank in our community, and the significant hardship it may cause to Bayard Public Schools and the local community as a whole.

As a busy School District that relies heavily on seamless banking operations for day-to-day financial activities, the absence of a local bank would create considerable operational challenges. Our entity conducts frequent transactions, including deposits, withdrawals, and transfers, which are essential to maintaining our cash flow and keeping our operations running smoothly. Without a nearby bank, we would face increased travel times and costs to taxpayers, which would undoubtedly affect our efficiency and ability to conduct business in a timely manner.

Additionally, many of our employees rely on the convenience of a local bank for their personal banking needs. The closure or relocation of banking services would disproportionately impact the financial well-being of our workforce, as well as potentially lead to a loss of time during working hours for trips to distant locations. This would negatively affect both productivity and employee satisfaction.


The absence of a local bank would lead to community frustration, a decline in our community's economic independence, and potentially harm the local business operations. In the long term, this could result in a decrease in businesses supporting local youth achievement. This would also create a hardship for all local tax payers as they would now have increased costs of traveling for banking needs.

Given the pivotal role the bank plays in supporting not only our school but also the local community, we urge your support to having local banking. Since the closure is inevitable, we ask for your assistance in providing alternative solutions, such as establishing mobile banking services or ensuring that neighboring branches are adequately prepared to handle the increased volume of customers.

We trust that you will take into account the significant impact this decision would have on our school and the broader community. We would welcome the opportunity to discuss this matter further and explore potential solutions together.

Thank you for your time and attention to this pressing issue. We look forward to your response and a constructive dialogue on how we can continue to support our community's financial needs.

Sincerely,


Bobbie J. Stuart

Program Report to Board of Education

December 6, 2024

HAL Program

Nebraska, Rule 3 Definition

“Learner with High Ability means a student who gives evidence of high-performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully.”

PK-12 HAL Philosophy

Bayard Public Schools recognizes that each student is a unique individual and is committed to providing a program to meet these needs.

Number of Students

Bayard Elementary: 39 Identified (31 in 23-24) (8 in 22-23)

Bayard Secondary: 23 Identified (18 in 23-24) (5 in 22-23)

Current Activities and Initiatives

- Second
 - We are currently holding meetings once a week, during which we utilize growth mindsets to initiate a STEAM Design Challenge. The year began with a project centered around landforms, allowing students to build individual knowledge in this area. Following this, they will collaborate on group projects to enhance their teamwork skills. Second-grade students will engage in the creation of Christmas ornaments and participate in several STEAM centers throughout the year. These centers will align with standards in mathematics, literacy, science, engineering, and the arts. We will then advance our learning with a project focused on erosion, complemented by a field trip to a cave system to deepen our understanding of landforms and erosion.
- Third Grade
 - We are currently meeting once a week to engage in a STEAM Design Challenge, guided by growth mindsets. Our projects will focus on the concept of force. The third-grade students will create Christmas ornaments and participate in several STEAM-based centers, which will integrate standards from mathematics, literacy, science, engineering, and the arts. Following this, we will enhance our learning with a project centered on fossils, which will include a field trip to a cave system to deepen our understanding of landforms and fossil formation.
- Fourth
 - Meeting one day a week; 4th grade students are participating in STEAM class, utilizing our STEAM Lab and its content. We started the year off with an introduction of how to use computers, Google classroom, Google Calendar, Google Tasks, and Gmail. This allowed them to build their computer skills that will be utilized in their everyday classroom experiences. Fourth grade will explore STEAM centers that will be guided by differentiated objectives. Fourth grade will produce Christmas Ornaments. Their experiences in the centers will allow students to show their parents their skills and knowledge during our family engagement event, STEAM Night. Students will complete two year long projects. One where they sculpt, paint, and write about a mini food item. That item will then be entered into our county fair. Students will also design, print, and press their name into a clothing item.
- Fifth
 - Meeting one day a week; fifth grade students are participating in STEAM class, utilizing our STEAM Lab and its content. We started the year off with an introduction of how to use Google classroom, Google Calendar, Google Tasks, and Gmail. This allowed them to build their

computer skills that will be utilized in their everyday classroom experiences. Fifth grade will explore STEAM centers that will be guided by differentiated objectives. Fourth grade will produce Christmas Ornaments. Their experiences in the centers will allow students to show their parents their skills and knowledge during our family engagement event, STEAM Night. Students will complete two year long projects. One where they sculpt, paint, and write about a mini food item. That item will then be entered into our county fair. Students will also design, print, and press their name into a clothing item.

- Sixth
 - Meeting one day a week; sixth grade students are participating in STEAM class, utilizing our STEAM Lab and its content. We started the year off with an introduction of how to use Google classroom, Google Calendar, Google Tasks, and Gmail. This allowed them to build their computer skills that will be utilized in their everyday classroom experiences. Sixth grade will explore STEAM centers that will be guided by differentiated objectives. Fourth grade will produce Christmas Ornaments. Their experiences in the centers will allow students to show their parents their skills and knowledge during our family engagement event, STEAM Night. Students will complete two year long projects. One where they sculpt, paint, and write about a mini food item. That item will then be entered into our county fair. Students will also design, print, and press their name into a clothing item.
- Junior High
 - Meeting one day a week. Students will share their areas of interest. Students will be learning how to use machines and equipment for their various projects. They are pushing their limits of creativity with complex projects. They will further their learning through different components for their projects. Examples: spending time with lower level of students and talking with the community.
- High School
 - Meeting one afternoon a week. Students have stated their areas of interest and are building a learning plan based on it. This section will be primarily student-driven based on their areas of interest.

Planned or Ongoing Training

- Mrs. James is looking for opportunities for personal development.
- Hosting a STEAM Family Night Event in partnership with our pathfinders program.

Identified Opportunities to Improve

Mrs. James is looking for the logistics to take students on field trips (virtual and/or in-person).

In trying to grow the program, identifying student interests and finding ways to best meet individualized learning opportunities are going to be the major goals for this school year.

Rodney Olson

Vacation Leave 20 days (160 hours) no more the 25 days	Dates	Hours
	7/5/2024	4
	7/12/2024	8
	7/19/2024	8
	9/20/2024	8
	10/25/2024	3
	11/27/2024	4
	11/29/2024	8

43 Total used

Sick Leave 10 days (80 hours) no more then 60 days	Dates	Hours
	8/1/2024	8
	9/2/2024	8 Sick Bank
	9/25/2024	1.5
	10/18/2024	8

25.5 Total used

**Bobbie Stuart** <bobbie.stuart@bayardtigers.org>

Supt. Report

1 message

Rodney Olson <rodney.olson@bayardtigers.org>
To: **Bobbie Stuart** <bobbie.stuart@bayardtigers.org>

Mon, Dec 9, 2024 at 1:29 PM

December Superintendent Report Topics

Buildings and Grounds:

We are working with Allicap Insurance and a regional contractor concerning roof maintenance and repair, with a focus on gutters and ice shields.

Downtown Building:

We are making some slow progress in cleaning out the building that is downtown.

Elementary Lawn/Playground Improvement:

By April we should have soil for the elementary playground so we can reseed the playground area and clean up the front elementary lawn so it can also be reseeded.

Parking Request

Assumption Greek Orthodox Church has made a request to work out some form of long term parking arrangement with the school that will allow for church parking. This primarily comes into play during weddings and funerals when the normal church parking is inadequate for meeting church and community needs.

School Safety:

School safety is an ongoing concern for all schools across the United States. We need to look at the feasibility of a School Resource Officer or some hybrid role that will help bolster our current level of school safety.

5000 Series – Students

POLICY NO. 5000 - OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the Board Policy Manual is devoted to the Board's goals and objectives for assisting the students of the school district in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series. It is the goal of the board to develop a healthy social, intellectual, emotional and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The Board supports the delivery of the education program and services to students free of discrimination on the basis of race, color, sex, martial status, national origin, religion or disability. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

This section of the Board Policy refers to the term “parents” in many of the policies. The term parents for purposes of this policy manual shall mean the legal parents. It shall also mean the legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.

Inquires by students regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, shall be directed to the superintendent or his or her designee.

Inquires may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, 10220 N. Executive Hills Blvd., 8th Floor, Kansas City, MO. 64153-1367, (816) 891-8156 or Nebraska Department of Education, 301 Centennial Mall South, Lincoln, NE. (402) 471-2444. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district’s central administrative office and the administrative office in each attendance

center.

Legal Reference: Sect. 504 of the Rehabilitation Act of 1973

20 U.S.C. * 1681 et seq. (1994)

34 C.F.R. * 104 et seq.

34 C.F.R. * 160 et seq.

Neb. Statute 79-2, 114 et seq. (Neb. Equal Opportunity in Education Act).

Adopted: 8-12-02

Reviewed: 6-14-10, 2-10-20

POLICY NO. 5001 - STUDENT ADMISSION REQUIREMENTS

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.

Age 21:

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

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The

visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

(4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), 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.

Legal Reference: Neb. Rev. Stat. §§ 43-2001 to 43-2012

Neb. Rev. Stat. § 79-214

Neb. Rev. Stat. §§ 79-217 to 79-223

Neb. Rev. Stat. § 79-266.01

173 NAC Chapters 3 and 4 (HHS Regulations)

Adopted: 8-9-04

Reviewed: 10-10-05; 6-14-10, 2-10-20

Revised: 11-14-11

POLICY 5001.1 - APPLICATION FOR STUDENT ADMISSION

Application Process:

Step 1: Complete Parts I, II and III of this application.

Step 2: Complete Part IV of this application, **IF** you checked item (2) (b) (c) or (d) in Part I (“the Statement of Person in Legal or Actual Charge or Control of a Child” section).

Step 3: Sign this application in the presence of a notary.

Note: You will also need to provide the following documents:

- birth certificate or other reliable proof of the child’s identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate (Note: You are hereby notified that state law requires that such proof of identify and age be given to the school within thirty days of enrollment (if enrollment without such as been allowed). If this requirement is not met, you will be given another notice advising you that unless you comply within ten days the matter will be referred to the local law enforcement agency for investigation. Any affidavit received as proof of the child’s identity and age that appears inaccurate or suspicious in form or content will be reported immediately to local law enforcement.
- Proof of immunization and proof of physical examination, or written objections signed by parent or legal guardian.
- Durable power of attorney (delegation of parental powers).
- Student records from school last attended and release of student records form.

PART I – STATEMENT OF PERSON IN LEGAL OR ACTUAL CHARGE OR

**CONTROL OF A CHILD SUBMITTED FOR PURPOSE OF SCHOOL
ENROLLMENT.**

I, the undersigned, state that I am an adult in legal or actual charge or control of
_____ *(Child's Name)*, a child who resides in this School
District at _____
(Child's Address).

1. ___ **I state that I am the child's parent, or**

2. ___ I state that I have been entrusted with, or have assumed, day-to-day care and full-time supervision of, and responsibility for, the child and have been given the authority to act as parent or guardian in educational matters as established by
(check *all* that apply):
 - a. ___ a court or testamentary appointment as a legal guardian (*attach copy*) and/or
 - b. ___ a power of attorney delegating such parental powers (*attach copy*) and/or
 - c. ___ through an in loco parentis designation by a parent in which I have been authorized to stand in the place of the parent in caring for and raising the child (*attach any written documentation of such designation*), and/or
 - d. ___ through some other set of circumstances (*please explain on a separate sheet*).

I understand that I may be requested to provide additional information regarding this child. The names and current or last known addresses of the child's parents are:

Mother: _____ Address: _____

Phone: _____

Father: _____ Address: _____

Phone: _____

I understand that I will be responsible for, and will be expected to make, decisions regarding education (including, but not limited to, records, discipline, and special education unless otherwise provided under special education laws and regulations), emergency medical care, and other matters for this child while in legal or actual charge or control of this child and I state that I have the authority to take such responsibility and to make such decisions and to so act. I also understand that I will have responsibilities under the state truancy laws to cause this child to attend school.

Dated: _____

Signature of Adult in Legal or Actual Charge or Control

Phone: _____

Home Address of Adult in Legal or Actual Charge or Control

Phone: _____

Daytime Work Address

NOTE: SECTION 79-215 R.R.S. PROVIDES THAT IF THE STUDENT IS HOMELESS OR IF THE ADULT DOES NOT HAVE A PHONE NUMBER AND ADDRESS WHERE HE OR SHE MAY GENERALLY BE REACHED DURING THE SCHOOL DAY, THOSE PARTS OF THE FORM MAY BE LEFT BLANK AND A BOX MAY BE MARKED ACKNOWLEDGING THAT THESE ARE THE REASONS THESE PARTS OF THE FORM WERE LEFT BLANK. THE ADULT WITH LEGAL OR ACTUAL CHARGE OR CONTROL OF THIS STUDENT SHALL ALSO SIGN THE FORM.

- This child is homeless, which is the reason items were left blank.
- This adult does not have a phone number or address where he/she may generally be reached during the school day.

PART II – STUDENT INFORMATION

Student's Name:

DOB:

Grade Level:

School Last Attended:

School Address:

Telephone:

Special Needs/Concerns:

PART III – EXPULSION STATUS

Has the child been expelled from school (either public or private, and in any state)? YES
 NO

Has the term (time period) of the expulsion been completed? YES NO

If “no”, state the reason for the expulsion and the term (time period) of the expulsion:

PART IV – Residency Information. If you have checked item (2) (b) (c) or (d) in Part I (the “Statement of Person in Legal or Actual Charge or Control of a Child” form), provide the following supplemental information:

A. Child living with adult who is exercising parental responsibility for the child.

Name of adult(s) with whom child
resides: _____

Child’s relationship to those
adults: _____

How long has the child lived with
you? _____

Why is the child residing in the District? (Explain
thoroughly): _____

Who is legally responsible for the
child? _____

Are you assuming parental responsibilities for this child? _____

Have you given the District a signed Power of Attorney? _____

B. Child living on own.

Do the parents/guardians supply any necessities of life (e.g., food, rent or shelter, health care, etc.) for this child? If "yes", explain: _____

Do the parents/guardians claim the child as a dependent for tax purposes?

Do the parents/guardians provide health insurance coverage? _____

Why is the child residing in the District? (Explain thoroughly): _____

STATE OF NEBRASKA)

) **ss.**

COUNTY OF MORRILL)

The applicants affirm that the above information is full, true and complete to the best of the applicant(s) knowledge and belief, that the applicants are not aware of any facts which may

make the child ineligible for admission to this public School District, and understand and agree that an exclusion from school and criminal complaint may result from the giving of false information. In the circumstance where the child is living with a person other than a parent or legal guardian, the applicant(s) assumes the legal responsibility of a parent for the student for education purposes, and the legal responsibility of a parent in matters concerning liability for disciplinary action, damages to school property, damages to private property at school, and injuries, etc. which may be caused by this child.

Applicant(s)

Applicant(s)

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

(FOR SCHOOL'S USE)

APPLICATION STATUS

Decision: Not Admitted () Child a Nonresident
Student) Not Admitted () Board of Education Approval Required (Expelled

Not Admitted () Other

Admitted () In Loco Parentis

Admitted () Natural parent is a resident of District

Admitted () Emancipated

Admitted () Other

(Admission is subject to receipt of birth certificate, proof of immunization and health status, and other

required documentation.)

NOTES:

Date

Signature

Adopted: 11-14-11

Reviewed: 2-10-20

Continuous 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. Travis Miller, Bayard Public Schools, 726 4th Avenue, Bayard Nebraska, 69334, **308-586-1325, travis.miller@bayardtigers.org.**



POLICY NO. 5001.2 - EARLY ENTRANCE TO KINDERGARTEN PACKET

If the parent requests early kindergarten admission, this packet must be completed and returned to the District 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.

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:

- d. will turn 5 years of age between August 1 and October 15;
- e. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- f. are selected on the basis of testing by professionals trained to administer the assessments that will produce evidence of strength determined by:
 3. 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
 4. 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.

Background Information Regarding This Procedure

In 2010-2011, a team of educators from several schools in the Nebraska Panhandle was assembled by Educational Service Unit #13 (ESU13) for the purpose of making recommendations to schools regarding early entrance to kindergarten. The resulting ESU13 regional review found two assessments to be appropriate for the purpose of determining eligibility for early entrance to kindergarten. Only one of the following instruments is needed to complete this process. Both assessments are available to schools and for inspection at ESU13. Additionally, ESU13 can provide assistance and training in administering either assessment:

Selected Assessments:

Young Children's Achievement Test (YCAT)

AUTHORS: Wayne P. Hresko, Pamela K. Peak, Shelley R. Herron, and Deanna L. Bridges

Description

This test identifies young children (from preschool through first grade) who are at risk for school failure. It yields an overall Early Achievement score, plus individual subtest scores for General Information, Reading, Writing, Mathematics, and Spoken Language. Results are provided as standard scores, age equivalents, and percentiles. Because the subtests can be given independently, the YCAT permits flexible testing sessions, which are easier on both the examiner

and the youngsters being tested. Normed on a representative sample of 1,224 children from all over the United States, the YCAT offers substantial evidence of validity. In addition, YCAT items were examined to eliminate bias in regard to gender, disability, race, socioeconomic status, and ethnicity.

Eligibility for Kindergarten entrance requires a total of standard scores equal to or higher than 500 on the YCAT.

PKS-Prekindergarten Screen

AUTHORS: Raymond E. Webster, Angela Matthews

Description

The PKS was developed for use prior to kindergarten entry. It identifies 4 and 5 year old children who, when compared to their peers, lack the skills needed for later academic success. Among the skills assessed are fine- and gross-motor development, understanding of verbal directions, visual perception and discrimination, rudimentary letter and number identification, and impulse control.

Eligibility for kindergarten entrance requires a score at the 25th percentile or higher on the composite of all subtests on the PKS.

Written Request for Early Kindergarten Admission

Date

This is a request for early kindergarten admission for my child, _____,
whose date of birth is _____.

I/We believe that _____ (child's name) is intellectually advanced and likely to benefit from advanced grade placement.

Parents, please state in your own words why you are requesting early kindergarten admission for your child:

Parent Signature

Parent Name (Print)

Address

Phone

PRE-Kindergarten Screen (PKS)

Summary for Early Kindergarten Admission

(Completed by the staff member administering the assessment)

Student

Date Assessment Completed

Directions to Staff Member completing assessment: Please provide a summary of scores for the assessment.

Testing Date _____ Year _____ Month _____ Day

Age at Testing _____ Year _____ Month _____ Day * Do not round months up by one if days exceed 15.

Expected date of Kindergarten entry _____ Year _____ Month _____ Day

Expected age at Kindergarten entry _____ Year _____ Month _____ Day

SUBTEST SCORE /TOTAL POSSIBLE

- A. Gross Motor _____/6
- B. Fine Motor _____/10
- C. Follow Directions _____/7
- D. Block Tapping _____/4
- E. Visual Matching _____/4
- F. Visual Memory _____/7
- G. Imitation _____/12

H. Academic Skill _____ / 42

I. Delay Gratification _____ / 3

PKS TOTAL RAW SCORE: _____ /95 **STANDARD SCORE:** _____
%ile _____

***Percentile rank equal to or higher than 25 indicates child is eligible for entry to Kindergarten.**

_____ **Student is eligible for enrollment in Kindergarten**

_____ **Student in not eligible for enrollment in Kindergarten**

Staff Member Signature Date

Young Children's Achievement Test (YCAT)

Summary for Early Kindergarten Admission

(Completed by the staff member administering the assessment)

Student

Date Assessment Completed

Directions to Staff Member completing assessment: Please provide a summary of the results of the assessment.

Testing Date _____ Year _____ Month _____ Day

Age at Testing _____ Year _____ Month _____ Day * Do not round months up by one if days exceed 15.

Expected date of Kindergarten entry _____ Year _____ Month _____ Day

Expected age at Kindergarten entry _____ Year _____ Month _____ Day

Standard Scores as compared to peers aged 5 years 0 months

General Information _____

Reading _____

Mathematics _____

Writing _____

Spoken Language _____

TOTAL OF STANDARD SCORES _____ *

***Total of standard scores equal to or higher than 500 indicates child is eligible for entry to Kindergarten.**

_____ **Student is eligible for enrollment in Kindergarten**

_____ **Student is not eligible for enrollment in Kindergarten**

Staff Member Signature _____

Date _____

Adopted: 11-14-11

Reviewed: 2-10-20

POLICY NO. 5002 - PHYSICAL EXAMINATION AND IMMUNIZATION

Upon enrollment of a student in the Bayard Public Schools, the parent or legal guardian of any child in pre-school to grade 12 shall furnish:

(1) Evidence of a physical examination by a physician, physician's 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 refusing a physical examination.

(2) Evidence of protection against measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, and tetanus, and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law.

Legal Reference: Neb. Rev. State. S79-214; S S79-217 to 79-223.

Adopted: 8-14-00

Revised: 8-13-01

Reviewed: 2-10-20

POLICY NO. 5003 - HOMELESS STUDENTS

This School District will comply with the federal and state law related to homeless students.

A “homeless children” for purposes of this Policy is a child who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An “unaccompanied youth” is a child who is not in the physical custody of a parent or guardian.

1. Homeless Coordinator: The District’s designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
 - a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
 - i. homeless children are identified by school personnel;
 - ii. homeless children enroll in, and have a full and equal opportunity to succeed in, school;
 - iii. homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services;
 - iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;

- v. public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens;
 - vi. enrollment disputes are mediated in accordance with law; and
 - vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.
- b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.
- c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A homeless set-aside funds are also to be used for services for homeless children. Materials and equipment purchased with grant funds are properly identified and inventoried.
- d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.
- e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.
- f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for

special services or programs, are be maintained so that the records of a homeless child are available, in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.

2. Enrollment and Placement of Homeless Children: The enrollment and placement of homeless children shall be in compliance with federal and state law.
 - a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.
 - b. Obtaining Records. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records.
 - c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.
 - i. The placement shall be at either:

1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
 2. The school of the attendance area in which the child is actually living.
- ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year the placement in the school of origin will be continued for the remainder of that school year.
 - iii. To the extent feasible the placement shall be in the school of origin except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian.
 - iv. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal.
 - v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.
3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.

4. Transportation: Transportation will be provided to homeless students to the extent required by law.
 - a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
 - b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the school district in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.
 - c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.

5. Dispute Resolution. The process to resolve disputes concerning the enrollment or placement of a homeless child is as follows:
 - a. The homeless child and the parent, guardian or other person having legal or actual charge or control of the homeless child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. The dispute resolution process is as follows:
 - i. The homeless child and parent/guardian will submit a written dispute statement to the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.

- ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the homeless child and parent/guardian will be given the opportunity to provide information in support of their position.
 - iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the homeless child and parent/guardian and the District.
 - iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
 - v. The written response and explanation of the decision will include a notice of the right appeal using the appeal process provided for in Nebraska Department of Education Rules 19.
- b. In the event of an enrollment dispute, the homeless child's placement shall be at the school in which enrollment is sought pending resolution of the dispute in accordance with the dispute resolution process. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in school pending resolution of the dispute.

Legal Reference: Neb. Rev. Stat. § 79-215

Nebraska Department of Education Rule 19

McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.

Adopted: 2-14-05

Revised: 8-13-07

Reviewed: 6-14-10, 2-10-20

POLICY NO. 5004 - 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, 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.

It shall be the responsibility of the superintendent to provide notice and to determine the method of notice that will inform parents.

Legal Reference: 20 U.S.C 1232g (1994).
 343 C.F.R. Pt. 99, 300.560 - .574 (1996)

Adopted: 2-14-05

Reviewed: 6-14-10, 2-10-20

POLICY NO. 5005- STUDENT ENROLLMENT FULL-TIME AND PART-TIME ENROLLMENT

Full Time Enrollment

Students must be enrolled in Bayard Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a

school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as “non-public school students.”

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student’s private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student’s primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.

2. Deadline for Applications. The application must be received by August 1st preceding the school year the student wishes to enroll.
 - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
 - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1st.

3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.

4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or

guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.

5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.

2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day. A student who is attending an exempt school and who is enrolled on a part-time basis in the District's middle school or high school will be permitted to enroll in 20 semester credit hours of classes in the event the student has an interest in participating in extracurricular activities.
2. Capacity Limits. Enrollment will be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes shall not be available for non-public school students. The middle school principal and counselor shall also establish capacity limits for particular courses each semester. Students will not be permitted to enroll in courses beyond the established capacity limits.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determine to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.

5. Essential versus Non-Essential Elective Courses. Non-public school students are not permitted to enroll in essential courses. Essential courses are those which are required to be offered by the student's private, denominational, parochial or home school. For non-public school students attending an approved school, essential courses are: language arts, social studies, science, mathematics, vocational education, foreign language, visual and performing arts, and personal health and physical fitness. For non-public school students attending an exempt school, essential courses consist of a sequential program of instruction designed to lead to basic skills in the language arts, mathematics, science, social studies, and health. A non-public school student will not be precluded by this provision from enrolling in non-essential elective courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is

enrolled, including as applicable State or District-wide assessments, as full-time students.

4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.

5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.

6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.

7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement. Full-time students will be given first consideration for parking on the high school campus.

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

9. Extracurricular Activities. Students enrolled on a part-time basis may be permitted in the discretion of the principal and athletic director to participate in extracurricular activities. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Laws 2006, LB 821; Neb. Rev. Stat. Section 79-526;

Title 92, Nebraska Administrative Code, Chapter 10

Adopted: 9-11-06

Reviewed: 6-14-10, 2-10-20

POLICY NO. 5020 - CUSTODY AND PARENTAL RIGHTS

Disagreements between family members are not the responsibility of the school district. The school district will not take the “side” of one family member over another in a disagreement about custody or parental rights. Court orders that have been issued shall be followed by the school district. It shall be the responsibility of the person requesting an action by the school district to inform and provide the school district the court order allowing such action.

This policy does not prohibit an employee from listening to a student’s problems and concerns.

It shall be the responsibility of the superintendent to ensure employees remain neutral in a disagreement about custody and parental rights.

Legal Reference: 34 C.F.R. Pt. 99.4 (1995)
 Nebraska Statue 42-364; 42-381; 42-2.902

Adopted: 10-9-06

Reviewed: 6-14-10, 2-10-20

**A.M. "Mike" Cillessen Memorial Board
Volunteer Section Award Nomination Form**

Nominee:

Name: Aulick Industries

Nominated by:

Name: Bobbie Stuart

Daytime Phone: 308 586 1325 Home or Mobile Phone: _____

Address: _____

City: Bayard State: NE Zip: 69334

E-mail Address: bobbie.stuart@bayardtigers.org

Please provide a brief statement below. Areas of consideration include but are NOT limited to the following:

Need: Briefly describe nominee's volunteer services and the need for these services in the school.

Impact: Describe the impact or difference the nominee's volunteer service made in the school.

Initiative: Did nominee start a new program, use new methods to solve problems, initiate activities?

Challenges: Did the nominee overcome unusual challenges, such as a disability, limited resources, and public perception?

You may attach up to two pages of attachments to this form.

Aulick Industries has invested in the youth of our community that will have an impact in both the elementary and highschool. Due to the partnership with Aulick's, we are now able to offer a new, unique program for our highschool students while addressing the economic development of not only our community but region. We look forward to the continued partnership with Aulick Industries.

DEADLINE FOR SUBMISSION IS THE FIRST THURSDAY IN DECEMBER.

SEND NOMINATIONS TO:

Bayard Public Schools, Attn: Office of the Superintendent, PO Box 607, Bayard, NE 69334

Carlos Flores and Family

The NSAA has recently mandated a shot clock for varsity basketball to begin the 2024-2025 school year. Carlos and his family were former Bayard graduates who all participated in activities here at Bayard. Since then Carlos has been a basketball official and now works to evaluate officials for the NSAA. His family has donated to scholarships over the years but decided with the need and his attachment to basketball to donate the remainder of their funds to purchasing the shot clock.

This allowed us to match the shot clocks to the scoreboard and update the board from an 8000 series to a 9000 series at that time. Through the families' contribution, we were able to buy the equipment that we believe will best help with the new implementation of the shot clock rules. Without his family's generosity during this hard financial time, we may have not been able to update our system and get a shot clock of quality we hope will last many years.

We cannot thank Carlos and his family enough for allowing us to work with them.

**A.M. "Mike" Cillessen Memorial Board
Volunteer Section Award Nomination Form**

Nominee:

Name: Carlos Flores

Nominated by:

Name: Bobbie Stuart

Daytime Phone: 308 586 1325 Home or Mobile Phone: _____

Address: _____

City: Bayard State: NE Zip: 69334

E-mail Address: bobbie.stuart@bayardtigers.org

Please provide a brief statement below. Areas of consideration include but are NOT limited to the following:

Need: Briefly describe nominee's volunteer services and the need for these services in the school.

Impact: Describe the impact or difference the nominee's volunteer service made in the school.

Initiative: Did nominee start a new program, use new methods to solve problems, initiate activities?

Challenges: Did the nominee overcome unusual challenges, such as a disability, limited resources, and public perception?

You may attach up to two pages of attachments to this form.

Mr. Flores graciously donated \$8,901.00 to Bayard Public schools to purchase shot clocks for the High School gym that will now be required by USAA. Mr. Flores' donation came at a time of financial stress the District was facing and took a mandated burden off of the taxpayers of this District. It is a great honor to have past alumni care and invest at Bayard Public Schools.

DEADLINE FOR SUBMISSION IS THE FIRST THURSDAY IN DECEMBER.

SEND NOMINATIONS TO:

Bayard Public Schools, Attn: Office of the Superintendent, PO Box 607, Bayard, NE 69334

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:
01/01/2025

Proposal Date
11/12/2024

Estimate No:
1-1PCPAKAV



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 01/01/2025 and ending 12/31/2025.
- The agreement price for first year is \$33,946.29; 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,

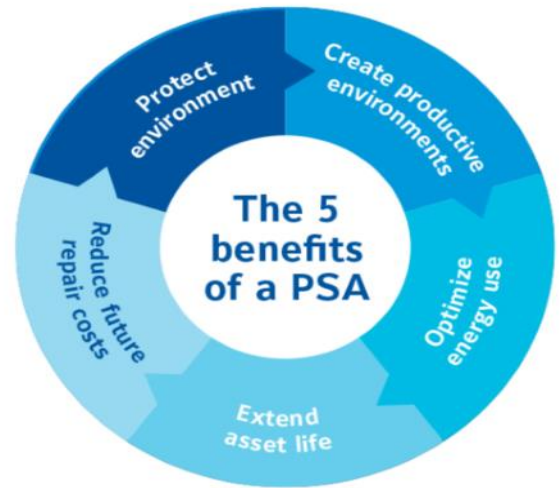
Danielle Ashton
Service Manager
(866) 825-8861

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: 11/12/2024
Estimate #: 1-1PCPAKAV

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 01/01/2025 and will continue until 12/31/2025 ("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

BAYARD JUNIOR AND SENIOR HIGH SCHOOL	726 4TH AVE BAYARD, NE 69334-2065
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Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

Quantity: 6	Services Provided
Coverage Level: Basic	
	1 Condenser Coil Cleaning
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	1 Cooling Comprehensive (with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
RTU Band Commons Area	McQuay International	CUR085FN21	5 VJ84078-01
RTU - AAON 1 - South			
RTU - AAON 2 - North	Aaon Coil Products	RN-016-3-0-BA02	200904-ANGM05327
Woodshop Classroom McQuay	McQuay International	CUR085FN1	5VJ84079-03
Woodshop Work Area	McQuay International	CUR085FN21	5VJ 84079-03

Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 25.5-60 Tons

Quantity: 1	Services Provided
Coverage Level: Basic	
	1 Condenser Coil Cleaning
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	1 Cooling Comprehensive (with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Auditorium - McQuay Unit	McQuay International	T	G

Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons

Quantity: 10	Services Provided
Coverage Level: Basic	
	1 Condenser Coil Cleaning
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	1 Cooling Comprehensive (with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Choir Classroom Concession Area	Snyder General		0973077090
Old Locker Room - Boys			
Old Locker Room - Girls	Trane	YSC036AIRHAOP000	2321016581
RTU - AAON 3 - 100% Freshair		RM-006-3-0-EA09-53	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

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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			
Unit Vents 018			
Unit Vents 019			
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

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
small split - computer room			

BAYARD ELEMENTARY SCHOOL	E 8TH ST BAYARD, NE 69334-0000
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 1		Services Provided	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler 1		CL-90W-FDG	62408

Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 1		Services Provided	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler 2			

Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP			
Quantity: 1		Services Provided	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler Room Air Compressor			

Product: Pneumatic, Receiver Controller			
Quantity: 6		Services Provided	
Coverage Level: Basic		2	Operational
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Classroom Mixed Air #01			
Classroom Mixed Air #02			
Classroom Mixed Air #03			
Classroom Mixed Air #04			
Classroom Mixed Air #05			

BAYARD ELEMENTARY SCHOOL	E 8TH ST BAYARD, NE 69334-0000
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Classroom Mixed Air #06

Product: Pneumatic, Room Thermostat

Quantity: 13

Coverage Level: Basic

Services Provided

2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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			

Product: Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, >1800 CFM

Quantity: 13

Coverage Level: Basic

Services Provided

1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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			

Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP

Quantity: 1

Coverage Level: Basic

Services Provided

3 Operational
1 Comprehensive

BAYARD ELEMENTARY SCHOOL	E 8TH ST BAYARD, NE 69334-0000
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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	Bryant	561CP060-H	2802EO4871
SPLIT Gym 2 NorthWest	JCI_YORK	TCD2B60S31SA	C2D3589824
SPLIT Gym 3 NorthEast	Bryant	561CP060-H	4602E13923
SPLIT Gym 4 Southwest	JCI_YORK	TCD2B60S31SA	C2C3529678

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

Johnson Controls **Planned Service Proposal**
Prepared for BAYARD ELEMENTARY SCHOOL

BAYARD ELEMENTARY SCHOOL	E 8TH ST BAYARD, NE 69334-0000
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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Walk-In Freezer	Copeland		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 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

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 Ctrlr

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 8/23)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and 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

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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 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.

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 shall provide financial information requested by JCI to verify

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Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. 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, 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.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. 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 JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI'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.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI 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;

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- (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

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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, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

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. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.
5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, 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.
6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.
7. 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 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

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI 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. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

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 www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The 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 agreed, 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 statement of work, order or other applicable ordering document. 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 JCI's 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

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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 ("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 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

S. 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 is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. 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. 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.

4. 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.

5. 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.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. 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.

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 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, 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 detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

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]

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

This Contract is made by and between the Board of Education of Morrill County School District No. 62-0021, commonly known as Bayard Public Schools, (the “Board” and the “District” respectively) and Rod E. Olson, Jr. (the “Superintendent”).

According to the action taken by the Board as recorded in the minutes of the Board meeting held on April 18, 2022, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

I. Terms of Contract:

- A. Term: This Contract is for an initial term of two years, beginning on July 1, 2022, and expiring on June 30, 2024.
- B. Contract Year: A “contract year” for purposes of this Contract shall be from July 1 to June 30. The Superintendent shall be on duty all weekdays during the contract year except for legal holidays on which school is not in session and days elected as vacation days. The Superintendent may be required to perform duties during the foregoing holidays and on weekends as necessary.
- C. Automatic Renewal. Beginning on July 1, 2024, and on each subsequent July 1, the contract term shall be automatically extended for one additional contract year unless on or before December 20 prior to an automatic extension, the Board notifies the Superintendent of the Board’s intent not to extend the Contract for an additional year or the Superintendent notifies the Board of the Superintendent’s intent not to extend the Contract for an additional year. In the event of such notice, the Contract term shall expire at the end of the then existing term.

II. Salary:

- A. Salary: The Superintendent’s salary for the term of this Contract is \$135,000.00 per contract year. The Board may increase the Superintendent’s salary without such increase constituting a new contract or extending the Contract term.
- B. Payment of Salary: Salary payments shall be made in equal monthly installments on or about the 20th of each month, beginning in August of 2022. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.
- C. Superintendent Pay Transparency Act: The Superintendent is responsible for ensuring that the District complies with the Superintendent Pay Transparency Act.

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

A. Leave:

1. Vacation Leave: The Superintendent shall be allowed up to twenty (20) days of vacation leave per contract year, subject to the maximum accrual amount set forth herein. Any unused accumulated vacation leave may carry over from year to year, but in no event shall the Superintendent accrue more than twenty-five (25) days of vacation leave. The Superintendent shall not take vacation leave for more than five (5) consecutive working days at any one time without the prior approval of the Board. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to miss meetings of the Board or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.
2. Sick Leave: The Superintendent shall be entitled to up to ten (10) days of sick leave per contract year, subject to the maximum accrual amount set forth herein. Any unused accumulated sick days may be carried over from year to year, but in no event shall the Superintendent accrue more than sixty (60) days of sick leave. Upon termination of employment, the Superintendent shall not be paid for any accrued, unused sick leave days. Sick leave may only be used if (a) the Superintendent has an illness or injury which prevents the Superintendent from attending work, (b) an immediate family member of the Superintendent is sick or injured and the Superintendent must miss work to care for the immediate family member, or (c) bereavement purposes.
3. Leave Log: The Superintendent shall maintain a monthly vacation and sick leave log which shall be kept current and available for review by the Board President and provided in the Superintendent's report to the Board at the Board's monthly regular meetings.

B. Health Insurance:

The Superintendent shall be provided health insurance for the Superintendent and the Superintendent's spouse and dependent children through the District's group insurance plan. The District shall pay the health insurance premium and the Superintendent shall be responsible for all deductibles, copays, and other out of pocket expenses.

C. Section 125 Plan:

The Superintendent shall be permitted to participate in the District's Section 125 Plan.

D. Meetings and Dues:

The Superintendent shall attend appropriate professional meetings at the local, state, and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

E. Transportation Expenses:

The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

IV. Duties:

A. Specification of Duties:

The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall perform other duties as the Board may assign from time to time without further remuneration than what is already provided in this Contract.

B. Extra Duties:

The Board may also, from time to time, assign to the Superintendent "extra duty" assignments with extra compensation as approved by the Board. The Superintendent shall have no continuing right to such "extra duty" assignments once given, and they will be subject to discontinuation by the Board with or without cause at any time.

C. Use of Time:

The Superintendent agrees to devote full time to the assigned duties on working days. With the advance permission of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities, as long as such activities do not interfere with Superintendent's duties, obligations and representations set forth in this Contract. If the Superintendent provides services to other school districts or undertake consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize the Superintendent's vacation time for such purposes, and hold the District harmless thereon.

D. Performance of Duties:

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board. The Superintendent shall, in all respects, diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

V. Residence within District:

The Superintendent is required to live within the Bayard School District at all times during employment.

VI. Board-Superintendent Relationship:

The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent will propose policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters that require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment, consistent with legal requirements and the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting.

VII. Evaluation of the Superintendent:

The Superintendent shall be evaluated not less than twice during the Superintendent's first contract year with the District. The Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board approved evaluation instrument at the Board's October and February regular meetings during the first contract year. After the first contract year, the Superintendent shall be evaluated at least once during each contract year, unless the Board deems additional evaluations appropriate. After the first contract year, the Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board approved evaluation instrument at the Board's October regular meeting.

VIII. Contract Termination:

A. Cancellation:

The Board may cancel this Contract during its term for any of the following reasons: (1) the Superintendent violates any of the provisions of this Contract; (2) the Superintendent performs any act or does anything which is materially harmful to the District; (3) the Superintendent becomes legally disqualified to perform as a superintendent in the State of Nebraska; (4) the Superintendent participates in any fraud; (5) the Superintendent causes any intentional damage to property; (6) the Superintendent engages in an unlawful act; (7) any representations by the Superintendent in this Contract are determined to be false or incorrect; (8) the Superintendent's inability to perform the essential functions of the job; and (9) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties. Suspension or other disciplinary action may be enforced according to applicable law.

Upon cancellation of this Contract for any reason, the compensation due to the Superintendent shall be prorated based on the number of days actually worked by the

Superintendent. Any unearned fractional portion of any payment made, but not earned prior to cancellation of the Contract shall be refunded by the Superintendent.

B. Non-Renewal:

The Board may elect to not renew this Contract at the end of the term for any reason it deems sufficient if such non-renewal is constitutionally permissible.

C. Payment Upon Termination:

To the extent allowed by law, the salary due to the Superintendent at the time of the Superintendent's termination of employment by the Board, for any reason, shall be reduced by any sums owing to the District by the Superintendent. Any additional amount owed to the District by the Superintendent shall be immediately due and payable by the Superintendent to the District.

IX. Representations and Legal Requirements:

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

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

X. Governing Laws:

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

XI. Amendment & Severability:

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

Executed _____, 2022

Executed _____, 2022

Superintendent:

Board of Education of Morrill County School District No. 62-0021, commonly known as Bayard Public Schools:

By: _____
Rodney E. Olson, Jr.

By: _____
President

Attest: _____
Secretary