

**Board of Education Regular Meeting  
Monday, April 12, 2021 7:00 PM**

**Bayard High School Library  
726 4th Ave.  
Bayard, NE 69334**

Notice is hereby given that a Board of Education Regular Meeting of the School District of Bayard in the Counties of Morrill, Scotts Bluff, Box Butte, and Banner in the State of Nebraska will be held on Monday, April 12, 2021 at 7:00 PM in the Bayard High School Library located at 726 4<sup>th</sup> Avenue, Bayard, NE 69334, which meeting shall be open to the public. An agenda for such meeting, kept continuously current is available for public inspection during normal business hours at the office of the Superintendent, located at 726 4<sup>th</sup> Avenue, Bayard, NE 69334.

**AGENDA**

- I. Opening the Meeting
  - I.A. Call to Order
  - I.B. Open Meetings Act
  - I.C. Notice of Meeting
  - I.D. Roll Call
  - I.E. Status of Absent Board Members
- II. Approval of Agenda
- III. Introduction of Guests
- IV. Public Comments
- V. Recognition of Student Achievements
- VI. Student Board Representative Report
- VII. Invited Presentations and Discussions with Presenters
  - VII.A. Strategic Plan Progress Presentation and Discussion
    - VII.A.1. Presentation and Discussion with Mrs. Candace Ehler  
Regarding The Following Strategy: Identify and develop panhandle partnerships that will support safe community opportunities for youth (including but not limited to: summer camps, enrichment activities, arts, music, athletics, etc.).
- VIII. Board Committee Reports and Recommendations
- IX. Action Items
  - IX.A. Consent Agenda
    - IX.A.1. Minutes of Previous Meeting
    - IX.A.2. Bills
    - IX.A.3. Board Member Reports
    - IX.A.4. Reports and Correspondence Requiring No Action
      - IX.A.4.a. General Reports and Financial Reports
      - IX.A.4.b. Reports for Information Only
    - IX.A.5. Approval of Contracts within Policy Guidelines
  - IX.B. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Limited Voluntary Early Retirement/Separation Incentive Program Elections/Retirements
  - IX.C. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Certificated Staff Resignations
  - IX.D. Discuss, Consider, and Take All Necessary Action in Regard to Approval of the Promotion of Mrs. Micki McKibbin to the Special Education Director(.4FTE)/Teacher(.6FTE) Position for the 2021-2022 School Year

- IX.E. Discuss, Consider, and Take All Necessary Action Regarding Whether to Continue with Cognia (Formerly AdvancED/North Central Accreditation) for the 2021-2022 School Improvement Process or Transition to the Nebraska Department of Education Frameworks Process
- IX.F. Discuss, Consider, and Take All Necessary Action in Regard to Grant-Funded Purchase of Chromebooks for Bayard Elementary School
- IX.G. Discuss, Consider, and Take All Necessary Action in Regard to Authorizing the Sale and Disposal of Obsolete Technology Equipment (Chromebooks and Laptops)
- IX.H. Discuss, Consider, and Take All Necessary Action in Regard to Consideration of Proposals to Replace the Walk-In Freezer at Bayard Elementary School
- IX.I. Discuss, Consider, and Take All Necessary Action Regarding Approval of Masonry Work at Bayard Jr./Sr. High School
- IX.J. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Special Education Service Agreement with ESU#13 for the 2021-2022 School Term
- IX.K. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Agreement for School Psychology Services with Soliant
- X. Discussion Items
  - X.A. Review and Discussion of Policies 9240 through 9341 in the 9000 series.
  - X.B. Discussion Regarding Compensation of the Superintendent
- XI. Reports
  - XI.A. Principals and District Administrators
  - XI.B. Superintendent
- XII. Set Next Meeting Date
- XIII. Adjournment

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

# Bayard School Board of Education Annual Calendar

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

# Bayard School Board of Education Annual Calendar

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

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

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

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

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

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

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

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

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

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

TO COOPERATE WITH OTHER SCHOOL BOARDS:

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

Legal Reference:                      Neb. Statute 79-526

Adopted: 10-08-12

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

# Student Board Representative Summary Report to the Board of Education

Submitted April 2021

Madison Oliverius, Student Board Representative

## Student Board Representative Initiative:

Add more school spirit to the halls.

## Successes Experienced:

Getting a chance to share my ideas.

## Challenges/Obstacles Experiences:

Amount of time.

## Opportunities to Improve the Student Board Representative Program:

If they have a bigger initiative that takes time and they are the 2nd semester representative have them start 1st semester.

## Thoughts/Recommendations for other students who might be interested in serving as a Student Board Representative:

It's a great experience, not only do you get to bring your ideas to life but you get to learn more about the school at the meetings.

## Meetings Attended and Hours of Service Log:

Meeting/Activity	Hours
September 8, 2020 - Orientation Meeting	2 hours
January 11, 2021 - Regular Board Meeting	2 hours
February 8, 2021 - Regular Board Meeting	2 hours
March 8, 2021 - Regular Board Meeting	3 ½ hours
April 12, 2021 - Regular Board Meeting	
Total Hours of Service:	10 ½ hours





# Student Board Representative Board of Education Report

Submitted March 4, 2021

By: Madison Oliverius, Student Board Representative

## 1. Student Activities:

- a. Boys Golf- First meet Monday at Mitchell, they've done competition practices with other schools
- b. FFA- Laura Albro got 2nd in Natural Resource Speaking
- c. Esports- Finished their season: 2 teams finished in the top 8, 1 in top 16 of State
- d. Track- Has had 4 track meets: Chadron, Morrill, Mitchell, Bayard
- e. DI- Placed 3rd in Epic Remix Battle
- f. Cheerleading- practice started Tuesday, tryouts at end of month
- g. National History Day- Got 1st at Districts, just turned in their documentary for state

## 2. Other Pertinent Student Information:

- a. Don't have anything at this time.

## 3. Progress on Student Board Representative Initiative

- a. Planning on testing one section before the end of the school year, remaining sections would be a summer project that I plan on continuing and having ready for next school year.
- b. Will receive a quote before the first section is installed.
- c. 4 of the older pictures of the school are up, 2 didn't fit- will have to locate them somewhere else.



d.

## **Board of Education Regular Meeting**

Monday, March 8, 2021 7:00 PM

Bayard High School Library  
726 4th Ave.  
Bayard, NE 69334

Carolyn Applegate: Present  
Joe Applegate: Present  
Kim Burry: Present  
Becky Henkel: Present  
Kim Kildow: Present  
Donna Stuart: Present

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

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

The regular meeting of Bayard Public Schools Board of Education was called to order by President Kildow at 07:04pm. President Kildow noted a copy of the Board Member Code of Ethics and the Annual Calendar of the Board of Education were included with the meeting materials for board members' reference.

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

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

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

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

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

The following members were present: Carolyn Applegate, Kim Burry, Becky Henkel, Kim Kildow, Joe Applegate, Donna Stuart Student Representative Madison Oliverius Administrators present: Superintendent Miller, Principals McLaughlin and Rice, Directors Miller and Foreman

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

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

**Motion Passed:** Motion to approve the agenda presenting item VII.B. before item VII.A. passed with a motion by Donna Stuart and a second by Kim Burry.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

Change..... VII.A.1 -Forney  
VII.B.

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

Dr. Miller introduced the guests to the board: Candace Wolfe, Kierra Miller, Mrs. Rafferty, Attorney John Selzer, Mrs. Rawlings, Andrew Forney via Zoom.

#### **IV. Public Comments**

Bayard Public School's attorney John Selzer introduced himself to the board.

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

Mr. McLaughlin praised Preschool Students Jacob Wynne and Ryan Parry for reading 1000 books prior to Kindergarten.

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

Student Representative Oliverius gave her report to the board. Student Activities: Basketball - Season ended. Boys 13-11, Girls 11-11, Wrestling- 5 went to state, Christian got 4<sup>th</sup>. On Wednesday there was an FFA contest: Nursery Landscape-2nd, Meat Judging 4th, Junior Livestock 8th. On Sunday/Monday the sophomores will be taking a trip to get the plants for the greenhouse. Esports are 3-1. Speech- Matt and TruLee placed 4th WTC, 3rd on the 12th, 2nd at MAC, and 2nd on the 27th. Also at MAC Matt placed 5th, Megan 5th, and Hunter 5th. On 27th Matt placed 3rd. Hunter also placed 6th at WTC. Track- Girls started practice Wednesday, boys Monday. DI- has competition due dates throughout this month. Progress on Student Representative Initiative: Jeff from Paul Reed Construction is bringing up seal for podium Friday, will bring samples of the material for the wall to see what works best on brick walls

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

##### **VII.A. Strategic Plan Progress Presentation and Discussion**

##### **VII.A.1. Presentation Regarding the Following Strategy: Develop a system to evaluate the effectiveness of current curriculum, programs, and services.**

Mr. McLaughlin presented the following strategy: Develop a system to evaluate the effectiveness of current curriculum, programs, and services.

##### **VII.B. Presentation by Mr. Andrew Forney with D.A. Davidson Regarding Proposed Refinancing of the School District's Bonds.**

Mr. Andrew Forney with D.A. Davidson presented to the board regarding refinancing of the School District's Bonds.

##### **VII.C. Presentation and Request by the Bayard High School Choir to Travel to Washington, D.C. to Perform in the 100 Year Commemoration of the Lincoln Memorial.**

Mrs. Rawlings and students Kierra Miller and Candace Wolfe presented on a Choir trip to perform as Nebraska's Representative for 100 year Commemoration of the Lincoln Memorial.

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

The Budget Committee met.  
The Curriculum Committee also met.

#### **IX. Conduct Tour of the School District Facilities**

Tour started at 8:05pm  
Tour ended at 09:08p.m.

#### **X. Action Items**

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

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

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

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

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

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

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

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

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

**X.A.5. Adoption of the Following Policies on Second Reading: POLICY NO. 5084 - Vehicles on School Property, Policy No 5134 High School Credit for Middle School Courses, Policy NO 8101 Committee on American Civics, POLICY NO. 8201 - Limitations of Board Members, Policy NO 8202 Reimbursement for Travel Expenses**

#### **X.A.6. Approval of Contracts within Policy Guidelines**

#### **X.B. Discuss, Consider, and Take All Necessary Action in Regard to Purchase of Halo Vape Detectors**

**Motion Passed:** Motion to approve the purchase of Halo Vape Detectors passed with a motion by Donna Stuart and a second by Kim Burry.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

#### **X.C. Discuss, Consider, and Take All Necessary Action in Regard to a Request by the Bayard High School Choir to Travel to Washington, D.C. to Perform in the 100 Year Commemoration of the Lincoln Memorial.**

**Motion Passed:** Motion to approve up to 5 days travel for the High School Choir to travel to Washington D.C. to perform in the 100 Year Commemoration of the Lincoln Memorial on March 26, 2022 passed with a motion by Carolyn Applegate and a second by Donna Stuart.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

#### **X.D. Discuss, Consider, and Take All Necessary Action in Regard to Review of Curriculum Offerings and Approval of the 2021-2022 Course Catalog**

**Motion Passed:** Motion to approve the Curriculum Offerings and approval of the 2021-2022 Course Catalog passed with a motion by Becky Henkel and a second by Carolyn Applegate.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

#### **X.E. Discuss, Consider, and Take All Necessary Action in Regard to Purchase of Elementary Art Curriculum and Supplies**

**Motion Passed:** Motion to approve the purchase of an Elementary Art Curriculum and supplies passed with a motion by Kim Burry and a second by Becky Henkel.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

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

**Motion Passed:** Motion to accept the resignation of Mr. James Miller and thank him for three years of service to the Bayard Public Schools. Passed with a motion by Becky Henkel and a second by Carolyn Applegate.  
Votes: Donna Stuart: Nay, Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea

**X.G. Discuss, Consider, and Take All Necessary Action Regarding a Resolution Authorizing the Redemption of the Districts General Obligation Bonds, Series 2016**

**Motion Passed:** Motion to approve resolution to redeem the bonds passed with a motion by Kim Burry and a second by Donna Stuart.  
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

**X.H. Discuss, Consider, and Take All Necessary Action in Regard to a Resolution Authorizing the Issuance of General Obligation Refunding Bonds, Series 2021 of Morrill County School District, Bayard Public Schools in the amount of not to Exceed \$1,300,000 for the Purpose of Interest Cost Savings.**

**Motion Passed:** Motion to approve resolution authorizing the issuance of general obligation refunding bonds, Series 2021 of Morrill County School District, Bayard Public Schools in the amount of not to exceed \$1,300,000 for the purpose of interest cost savings passed with a motion by Kim Burry and a second by Carolyn Applegate.  
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

**X.I. Review and Discuss Limited Voluntary Early Retirement/Separation Incentive Program**

Dr. Miller discussed the limited voluntary early retirement separation incentive program.

**X.J. Discuss, Consider, and Take All Necessary Action in Regard to Adopting Resolution 2021-01 approving Limited Voluntary Early Retirement/Separation Incentive Program and selecting National Insurance Services to set up and administer the School District's 403(b) Plan for the Program.**

**Motion Passed:** Motion to approve the Limited Voluntary Early Retirement/Separation Incentive Program and select National Insurance Services to set up and administer the School District's 403(b) plan for the program passed with a motion by Donna Stuart and a second by Joe Applegate.  
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

**X.K. Discuss, Consider, and Take All Necessary Action in Regard to Approval of the 2021-2022 School Calendar.**

**Motion Passed:** Motion to approve the 2021-2022 School Calendar passed with a motion by Becky Henkel and a second by Donna Stuart.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

**X.L. Discuss, Consider, and Take All Necessary Action in Regard to a Proposed Salary Schedule for Principals and Directors beginning in the 2022-2023 School Term**

**Motion Failed:** Motion to approve the salary schedule for the Principals and Activities Director as amended and table Special Education Director by Donna Stuart

Votes: Carolyn Applegate: No, Joe Applegate: No, Kim Burry: Yea, No: Yea, Kim Kildow: No, Donna Stuart: Yea

**Motion Passed:** Motion to approve the Activities Director Salary Schedule as amended passed by Donna Stuart and a second by Carolyn Applegate .

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

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

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

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

### **X.N. Discuss, Consider, and Take All Necessary Action in Regard to Approval of an Interlocal Agreement with Hershey Public Schools and Paxton Public Schools to Share the Services of a Spanish Teacher.**

**Motion Passed:** Motion to approve an Interlocal Agreement with Hershey Public Schools and Paxton Public Schools to share the services of a Spanish Teacher passed with a motion by Kim Burry and a second by Becky Henkel.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

### **X.O. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Michael Simons as Jr. High Assistant Track Coach**

**Motion Passed:** Motion to approve Michael Simons as Jr. High Assistant Track coach passed with a motion by Kim Burry and a second by Donna Stuart.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

## **XI. Discussion Items**

### **XI.A. Review and Discussion of Policies 9001 through 9239 in the 9000 series.**

The board discussed policies 9001 through 9239.

### **XI.B. Discussion and Review of 5 Year Facilities Plan**

Dr. Miller discussed the facilities plan with the board.

### **XI.C. Discussion Regarding Compensation of the Superintendent**

The board tabled the discussion of the compensation of the Superintendent.

## **XII. Reports**

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

Mr. McLaughlin provided his report to the board. Academics: MTSS team just completed a 4 day process of curriculum alignment and program alignment so that we have a process in place where everyone in our school knows how we do business around here. The purpose is to know our students as well as possible, to match our programs with student need, and finally collaborate on all three fronts (teachers, admins, and families) to make sure our school provides a world class education to each student. Teacher Evaluations are going well. We completed our NWEA Maps assessments this month and our staff has begun inputting the data into our spreadsheets so that we address each student and better understand our data. Leadership: Leader in Me is going full steam ahead, our staff are incorporating data binders, and working with the program each day. Our culture and academic teams are working toward our goal of being a lighthouse school. We are continuing to focus on highlighting student accomplishments via videos. Our school is working toward a clear vision of education and our staff is commended for working toward overall clarity in all of our programs. Engagement: We are planning on having a BBQ with outdoor stations at some point this spring as an attempt at a spring into summer learning, and community activity. More on this in the coming months. Preschool and Kindergarten roundup are planned for this month. 182 enrolled at Bayard Elementary School 18 preschoolers, and March 15th we should have 1 student on Hiflex only. I think we can attribute the numbers on hiflex to the risk dial and people being a little more comfortable with the safety measures the school takes, we definitely need to be cautious the next nine weeks and stick to our plan. Family Liaison Report: Academics: HyFlex student attendance tracking Reviewed attendance records and found discrepancies. Participate/facilitate SAT and 504 meetings to accommodate student needs and partner with parents and teachers. Weekly Attendance Team meetings. Leadership: COVID-19 Team meetings to work with administrators and other staff members to problem solve needs. Hope Squad February 1 Meeting, February 26 Meeting - Self Care. Engagement: Susan Barton training. Community: Community Coffee, Coordinate School Psych/ LMHP caseloads for mental health services, Mental Health Team meetings- discussion and assistance with the BIMAS screener

Mrs. Rice provided her report to the board. Academics: Teachers have spent part of their in-service time looking at NWEA data and updating their standards alignment forms to ensure continuity of learning. All teacher evaluations are complete at the secondary level. Now that the dial is in yellow, I have begun to revoke the virtual learning option for some of our students who have not been academically successful and are at risk of attending summer school, repeating a grade level, or not graduating. Administration and staff are looking to change the eligibility practice to require students to pass all of their classes in order to participate in activities. As we continue to track academic success, it is important that we increase our expectations. We are currently working with students to sign up for the April ACT date. The deadline to register is March 12th. Leadership: The culture committee has put a proposal together to purchase a rug for the entrance and speakers for both gyms. They are also looking for ideas to paint murals and cover some of the white space in our building. I have directed them to work with Maddie as our student board representative so efforts are not duplicated Registrations for next year will be sent home with third quarter report cards. Mrs. Rafferty is to be commended for her efforts to create a schedule that meets the needs of our students. There is a babysitting clinic that will be offered through UNL Extension on April 30th for any student 11 years of age or older. Students will learn about Ages and Stages of small children, how to plan simple meals and snacks, and will be certified in First Aid and CPR. Scholarships are available to help cover the cost through Tiger Care. On Wednesday we will be working with Bob Hessler to conduct an emergency drill with our staff and students. This drill will allow our Sophomores and Juniors to complete their CERT training and receive their bags as well as provide opportunity for the school to practice our reunification and shelter in place protocol. Community: We are planning transition activities for our 6th grade students at the end of April to help them prepare for 7th grade. Current enrollment is 177 students at the secondary level. Our virtual numbers fluctuate on a regular basis. We are continuing to communicate with families to ensure the safety of our students.

Mr. Miller provided his report to the board. Academics: We had another SFI meeting on February 24, 2021. The session was titled, "Assessing and Diagnosing Unfinished Learning in Math." This is the second meeting in our series to address our response to COVID. I am currently working with Bobbie and Mrs. Gier to finalize our purchase of Chromebooks for our students in grades K-3. I would like to propose that Bayard Public Schools transition from FamilyID to Infinite Campus, to allow parents to submit school forms electronically. This transition will allow for us to have one location for all of our student paperwork. EL testing has been

completed. Leadership: Mr. Posey - Our Esports team is currently 3-1 on the season. We have a home match on March 25 against Hemingford, that we will be hosting in the auditorium to allow for guests to come and watch. Mrs. Rafferty - Has begun working on scheduling career day on April 1. Engagement: WTC Speech - TruLee and Matt's duet came in 4<sup>th</sup>, Hunter Miller earned 6th in extemp . MAC Speech - TruLee White 6th in Serious, Matthew Applegate 5th in humorous, Megan Cawley 5th in Poetry, Hunter Miller 5th in Extemp, TruLee & Matt 2nd in duet. Quiz Bowl - We have 16 high school students participating in Quiz Bowl and 16 junior high students participating in Quiz Bowl. JH Track - We have 37 students participating in Junior High track. HS Track - We have 35 students participating in High School track. Boys Golf - We have 9 students participating on the High School Boys Golf team. Esports - We have 10 students participating on the Esports team. Community: FFA - Students traveled to Central City/Grand Island to learn about Greenhouse Principles and to gather materials for the High School Greenhouse. Spring Events: JH Track Meet - April 12 CD Track Meet - April 10, High School Band Concert - April 19 , High School Choir Concert - April 20 , 21st Century Show - April 30 , BCD Track Meet - May 7, Blood Drive - May 7

Mrs. Foreman provided her report to the board. Academics: IEP teams are considering the impacts of the disruption of learning due to covid for our students. Since Bayard Schools provided on-line instruction last spring and offered hyflex learning along with in person options this year, we are in much better shape than some schools but we want to ensure we are considering the impacts and acceleration needs of our students. Leadership: Bayard's MTSS team has participated in 4 days of training with the Nebraska MTSS state and regional leaders. This team developed a framework for student learning. This team will continuously analyze student and implementation data, and participate in progress monitoring to make decisions about the effectiveness of core instruction and interventions for our elementary students. Given the tight association between the MTSS model and already existing groups such as CIP, ILCD, and problem-solving teams, we are aligning MTSS work to a more streamlined and collaborative process. Engagement: I was able to observe a voice to text lesson where students were provided with instruction to assist them in using the technology to complete a book report. This is an evidence based learning option that can help to level the playing field for many students with disabilities. Community: During the 20-21 school year, we have had 77 students with 11 moving and 1 student testing out. There are currently 65 active verified special education students. 8 students are in the evaluation process. Evaluators are working diligently to complete these before the end of the school year.

## **XII.B. Superintendent**

Dr. Miller provided his report to the board. Teachers attended the ESU#13 Winter Conference on Presidents' Day New teachers were trained by Dr. Rice in the 7 Habits of Highly Effective People during the recent in-service days held in conjunction with the WTC and MAC Speech Meets. The School Improvement Steering Committee is working in initial plans for our school accreditation visit next fall. Mrs. Ferrero's leadership in that process is appreciated. We are in the process of thinking about the ESSER II funding and how that might help with unfinished learning, safe learning environments, and accelerating learning during the ongoing pandemic and concurrent recovery. I am taking ideas from staff, students, and community members at this time. We will make our application for these grant funds in early April. NDE has certified our state aid. However, there is the possibility that the Legislature might decertify our state aid, change the formula, and cause NDE to issue a re-certification. Under the current certification, we are scheduled to receive \$1,992,532 in state aid for the 2021-2022 school term. Under the current certification we will receive an increase of \$18,037 from this year's state aid of \$1,974,495. We have received reimbursements from some grants in the past month. That has improved our cash position for the month. Bobbie Stuart's persistence with requesting reimbursement from NDE is commendable. Over the next couple of years cash flow will likely remain a challenge at different times in the school year. Timing of tax payments significantly impacts our cash on hand during the winter and spring. This is exacerbated by delays in grant reimbursement at NDE. With additional grant funding, cash flow will be an ongoing area where we will need to be vigilant. We have been notified by NEMA that with higher than anticipated costs, the generator project will not be able to meet the FEMA Benefit Cost Ratio requirements. With the higher costs, the project is not currently feasible. Farris Engineering has agreed to accept payments made for the work done to date and close out the project. We will be eligible for reimbursement through NEMA/FEMA for a portion of project costs to date and will be applying for that

reimbursement. We continue to seek another full-time bus driver. If you know anyone who would be interested, please have them contact Mr. Richard Pieper. The 90-day “long” Legislative session continues. I would encourage everyone to keep an eye on the happenings in the Legislature. Decisions made in Lincoln impact what happens to and for the students in our school community. We continue working within state and regional parameters to provide opportunities for students to participate in a variety of activities and learning opportunities. We hosted a community meeting by Twin Cities Development and the University of Nebraska regarding the possibility of a community supported grocery store. I would like to commend Mr. Herman Ziegler for his quick response in providing the Heimlich maneuver in the cafeteria this past week. His actions in being attentive to the needs of our students are appreciated.

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

Next meeting set for April 12, 2021

### **XIV. Adjournment**

Motion Passed: Motion to adjourn the meeting at 10:44p.m. passed with a motion by Kim Burry and a second by Donna Stuart.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

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Secretary

**Bayard Public Schools**

4/12/2021

**GENERAL FUND**

<b>Vendor Name</b>	<b>GL Acct #</b>	<b>Description</b>	<b>Amount</b>
ACP CREATIVIT LLC	01 2670 610 000 000 0	Vape Detectors	7,600.00
	<b>Total</b>		<b>7,600.00</b>
ALARM SECURITY TECHNICIANS	01 2620 352 002 002 2	ast monitoring	28.95
	01 2620 352 001 001 1	ast monitoring	28.95
	<b>Total</b>		<b>57.90</b>
B & C STEEL CORPORATION	01 1100 610 001 001 1	welding metal	456.02
	<b>Total</b>		<b>456.02</b>
BAYARD AUTOMOTIVE	01 2620 610 001 001 1	bleacher supplies	110.36
	<b>Total</b>		<b>110.36</b>
BAYARD PUBLIC SCHOOLS - LUNCH	01 1160 610 000 000	mar 21 staff meals	932.08
	<b>Total</b>		<b>932.08</b>
Bayard Tiger Paws	01 2712 626 000 000 0	mar 21 sped fuel	496.34
	01 2710 626 000 000	mar 21 bus fuel	2,902.59
	01 2710 626 000 000	mar 21 discount	(67.98)
	01 2610 626 001 001 1	custodial fuel mar 21	13.16
	<b>Total</b>		<b>3,344.11</b>
BAYARD TRANSCRIPT	01 2310 540 000 000 0	mar 21 publications	1,223.06
	<b>Total</b>		<b>1,223.06</b>
BENZEL PEST CONTROL	01 2620 352 001 001 1	pest control	110.78
	01 2620 352 002 002 2	pest control	110.77
	<b>Total</b>		<b>221.55</b>
BLACK HILLS ENERGY	01 2610 621 001 001 1	mar 21 heating fuels # 242155	4,563.58
	01 2610 621 002 002 2	mar 21 heating fuels # 462419	1,763.63
	01 2610 621 000 000 0	mar 21 heating fuels # 267959	348.66
	<b>Total</b>		<b>6,675.87</b>
BORDER STATES INDUSTRIES INC	01 2620 610 001 001 1	light tubes	345.00
	<b>Total</b>		<b>345.00</b>
Cadwallader, Deb	01 1292 591 003 000 0	mar 21 resource teacher 0-2	116.00
	01 1291 591 003 000 0	mar 21 resource teacher 3-5	797.68
	<b>Total</b>		<b>913.68</b>
CANNON FINANCIAL SERVICES	01 1100 810 001 001 1	copier rental	142.45
	01 1100 810 002 002 2	copier rental	142.45
	01 1100 810 001 001 1	copier lease	142.45
	01 1100 810 002 002 2	copier lease	142.45
	<b>Total</b>		<b>569.80</b>
CDW GOVERNEMENT	01 6992 610 004 000 0	DOCUMENT CAMERAS	1,152.24
	01 6992 610 004 000 0	DOCUMENT CAMERAS	1,728.36
	<b>Total</b>		<b>2,880.60</b>
CENTURY LINK	01 2510 382 002 002 2	#1510 telephone	141.93
	01 2510 382 002 002 2	#7931 telephone	201.31
	01 2510 382 001 001 1	#0450 telephone	174.94
	01 2510 382 001 001 1	#1785 telephone	545.08
	<b>Total</b>		<b>1,063.26</b>
CONNECTING POINT	01 1100 610 002 002 2	copier service	315.57
	01 1100 610 001 001 1	copier service	315.58
	<b>Total</b>		<b>631.15</b>
CONTRACTORS MATERIALS	01 1100 610 001 001 1	12" grinder wheel	347.67
	<b>Total</b>		<b>347.67</b>
CULLIGAN WATER CONDITION	01 2610 610 002 002 2	mar 21 r/o	105.90
	01 2610 610 001 001 1	mar 21 r/o	25.50
	<b>Total</b>		<b>131.40</b>
DAS STATE ACCOUNTING - CENTRAL	01 1100 382 000 000 0	FEB 21 NETWORK	232.49
	01 1100 382 000 000 0	mar 21 network	232.49
	<b>Total</b>		<b>464.98</b>
DUEKER, NEAL	01 2710 332 000 000 0	mar 21 mileage	148.58
	<b>Total</b>		<b>148.58</b>
EDUCATIONAL SERVICE UNIT #13	01 2190 591 000 000 0	mar 21 therapeutic behavior/mental health	300.00
	01 2190 591 000 000 0	mips	70.00

	01 1100 382 000 000 0	mar 21 dl	747.00
	01 1100 382 000 000 0	mar 21 erate	350.00
	01 1200 591 003 000	mar 21 sup sa esu programs	819.11
	01 6408 591 004 000 0	mar 21 meridian b	2,850.60
	01 6408 591 004 000 0	mar 21 lifelinks	3,927.00
	01 1200 591 003 002 2	mar 21 sup of pt	3.71
	01 6408 591 004 000 0	mar 21 meridian a	1,178.10
	01 1200 591 003 001 1	mar 21 sup of pt	11.20
	01 6408 591 004 000 0	mar 21 meridian b .80	950.20
	01 6408 591 004 000 0	mar 21 lifelinks	(1,963.50)
	01 1200 591 003 002 2	mar 21 meridian speech sup	5.37
	01 1200 591 003 002 2	sup of low vision	21.58
	01 1200 591 003 002 2	sup of elem ot	176.54
	01 1292 591 003 000 0	sup of 0-2 ot	14.40
	01 1292 591 003 000 0	sup of esu 0-2 programs	45.58
	01 2152 591 003 000 0	mar 21 3-5 speech	471.81
	01 2153 591 003 000 0	mar 21 0-2 speech	569.70
	01 2151 591 003 001 1	mar 21 hs speech	333.80
	01 2151 591 003 002 2	mar 21 elem speech	3,665.94
	01 2151 591 003 002 2	mar 21 meridian elem speech	67.16
	01 2162 591 003 000	mar 21 3-5 ot	382.50
	01 2161 591 003 002 2	mar 21 elem ot	2,206.80
	01 2163 591 003 000 0	mar 21 0-2 ot	180.00
	01 2171 591 003 002 2	mar 21 elem pt	46.40
	01 2171 591 003 001 1	mar 21 hs pt	140.00
	01 2181 591 003 002 2	mar 21 elem low vision	269.73
	01 1291 591 003 000 0	sup of 3-5 ot	30.60
	01 1291 591 003 000 0	sup of 3-5 esu programs	39.50
	01 2190 591 000 000 0	panhandle beginnings	965.70
	01 1200 330 003 000 0	sped inservice	86.10
	01 2142 591 003 000 0	mar 21 3-5 psych assessment	21.96
	01 2141 591 003 001 1	mar 21 hs psych counseling	3,472.09
	01 2141 591 003 002 2	mar 21 elem psych counseling	660.41
	01 2141 591 003 002 2	mar 21 elem psych assessment	1,449.52
	01 1160 320 000 000 0	2nd quarter valts	3,771.96
	01 1160 320 000 000 0	mar 21 neva	708.33
	01 2141 591 003 001 1	mar 21 hs psych assessment	571.02
	<b>Total</b>		<b>29,617.92</b>
FLAGHOUSE INC.	01 6968 610 002 002 2	CATCH - curriculum	275.00
	01 6968 610 002 002 2	shipping	44.00
	<b>Total</b>		<b>319.00</b>
Horn, Tyson	01 1100 330 001 001 1	Development Course Reimburs	35.00
	<b>Total</b>		<b>35.00</b>
IDEAL LINEN SUPPLY	01 2610 610 001 001 1	MATS MOPTS	752.08
	01 2610 610 002 002 2	mops and mats	673.69
	01 2610 610 001 001 1	towels. mops and mats	729.24
	<b>Total</b>		<b>2,155.01</b>
IDEAL/BLUFFS FACILITY SOLUTIONS	01 2610 610 001 001 1	Can Liners floor pads tissue paper towel	1,009.88
	01 2610 610 002 002 2	p/u clark floor machine	3.00
	<b>Total</b>		<b>1,012.88</b>
INLAND TRUCK PARTS COMPANY	01 2710 610 000 000 0	Alternator	774.98
	01 2710 610 000 000 0	ABS Sensor for bus 14	78.00
	<b>Total</b>		<b>852.98</b>
INSTRUMENTALIST CO., THE	01 1100 610 000 000 0	sousa combo	73.00
	<b>Total</b>		<b>73.00</b>
J W PEPPER & SON INC.	01 1100 610 000 000 0	Regalando Belleza, SATB	13.75
	01 1100 610 000 000 0	I Will Arise, SATB	14.80
	01 1100 610 000 000 0	Freedom Train, SATB	10.50

	01 1100 610 000 000 0	The Blue Bird, SSATB	10.50
	01 1100 610 000 000 0	Bonse Aba, SATB	58.75
	01 1100 610 000 000 0	La Vida, SSAB	56.25
	01 1100 610 000 000 0	Didn't My Lord Deliver Daniel	52.50
	01 1100 610 000 000 0	shipping	16.99
	<b>Total</b>		<b>234.04</b>
MCI COMM SERVICE	01 2510 382 000 000 0	mar 21 stmt	37.57
	<b>Total</b>		<b>37.57</b>
MENARDS	01 2610 610 001 001 1	summer supplies	109.04
	01 2620 610 001 001 1	honor board frame	57.75
	01 1100 610 001 001 1	lumber/supplies for 8th grade stools	257.40
	<b>Total</b>		<b>424.19</b>
MIDAMERICA BOOKS	01 2220 640 001 001 1	Coronavirus: the Covid-19 Pandemic	25.95
	01 2220 640 001 001 1	Dale Earnhardt Sr: Nascar Legend	25.95
	01 2220 640 001 001 1	Kobe Bryant: Basketball superstar	25.95
	01 2220 640 001 001 1	Spread of Covid -19	22.95
	01 2220 640 001 001 1	Economic Impact of Covid-19	22.95
	01 2220 640 001 001 1	World Leaders During Covid-19	22.95
	01 2220 640 001 001 1	Understanding Covid-19	22.95
	01 2220 640 001 001 1	Frontline Heroes	22.95
	01 2220 640 001 001 1	Flattening the Curve	22.95
	01 2220 640 001 001 1	shipping	21.55
	<b>Total</b>		<b>237.10</b>
MOBIUS	01 2620 352 001 001 1	fix volume control	225.88
	<b>Total</b>		<b>225.88</b>
MORRILL COUNTY HOSPITAL	01 2710 340 000 000 0	physical bus driver	162.00
	<b>Total</b>		<b>162.00</b>
NEBRASKA ASSOCIATION OF SCHOOL	01 2310 330 000 000 0	burry budget finance	65.00
	01 2310 330 000 000 0	j applegate budget and finance	65.00
	01 2510 330 000 000 0	stuart naep convention	50.00
	<b>Total</b>		<b>180.00</b>
NEIN PHARMACY	01 1160 610 000 000	Narcan nasal spray	130.00
	<b>Total</b>		<b>130.00</b>
ONE SOURCE	01 2710 810 000 000 0	background check	21.00
	<b>Total</b>		<b>21.00</b>
Oriental Trading Company, Inc.	01 3540 610 002 002 2	Kids' Felt Elementary School Graduation	57.29
	<b>Total</b>		<b>57.29</b>
PAUL REED CONSTRUCTION	01 2310 610 000 000 0	vinyl	90.00
	<b>Total</b>		<b>90.00</b>
PIANO SHOWCASE	01 1100 610 000 000 0	Jansen Adjustable Grand Piano Truck Doll	791.70
	<b>Total</b>		<b>791.70</b>
PRINT EXPRESS INC.	01 2510 610 000 000 0	envelopes	514.00
	<b>Total</b>		<b>514.00</b>
PROTEX CENTRAL INC.	01 2620 352 001 001 1	fire alarm service	186.20
	<b>Total</b>		<b>186.20</b>
RIVERSIDE DISCOVERY CENTER	01 1100 610 001 001 1	tickets	192.00
	01 1100 610 001 001 1	tour	35.00
	<b>Total</b>		<b>227.00</b>
SHERWIN WILLIAMS	01 2620 610 001 001 1	5 Gallons Orange Paint	312.26
	<b>Total</b>		<b>312.26</b>
SIMMONS OLSEN LAW FIRM P.C.	01 2330 317 000 000 0	LEGAL SERVICES	314.50
	01 2330 317 000 000 0	legal services	2,294.00
	<b>Total</b>		<b>2,608.50</b>
SOAR PEDIATRIC THERAPY, LLC	01 2172 591 003 000 0	3-5 pt	688.29
	01 2171 591 003 001 1	elem pt	1,578.22
	<b>Total</b>		<b>2,266.51</b>
SOLIAN HEALTH	01 6212 591 053 002 2	SCHOOL PSYCH	1,640.00
	01 6212 591 053 002 2	SCHOOL PSYCH	1,578.50

	01 6212 591 053 002 2	school psych	1,640.00
	01 6212 591 053 002 2	school psych	1,230.00
	01 6212 591 053 002 2	school psych	984.00
	01 6212 591 053 002 2	school psych	902.00
	01 6212 591 053 002 2	school psych	984.00
	01 6212 591 053 002 2	school psych	984.00
	01 6212 591 053 002 2	school psych	1,640.00
	01 6212 591 053 002 2	school psych	1,435.00
	01 6212 591 053 002 2	school psych	984.00
	01 6212 591 053 002 2	school psych	1,168.50
	<b>Total</b>		<b>15,170.00</b>
STAPLES	01 6212 610 050 002 2	ink	307.98
	01 2410 610 002 002 2	Staples Clasp & Moistenable Glue	68.42
	<b>Total</b>		<b>376.40</b>
STERLING COMPUTERS CORP	01 6212 610 059 002 2	Google Chrome OS Management	2,250.00
	<b>Total</b>		<b>2,250.00</b>
SYNCB/AMAZON	01 1100 610 001 001 1	Water Guns	35.85
	01 1100 610 000 000 0	Strategic Planning book to begin work	105.84
	01 6968 610 002 002 2	<a href="https://www.amazon.com/Pacon-Art1st-">https://www.amazon.com/Pacon-Art1st-</a>	32.00
	01 6968 610 002 002 2	<a href="https://www.amazon.com/Pastel-24-">https://www.amazon.com/Pastel-24-</a>	14.00
	01 6968 610 002 002 2	<a href="https://www.amazon.com/Springhill-Cardst">https://www.amazon.com/Springhill-Cardst</a>	8.00
	01 1100 610 000 000 0	USB C Hub, Type C Adapter, Falwedi 10-	189.95
	01 1100 610 000 000 0	Arvok 15-15.6 Inch Laptop Sleeve Multi-C	71.92
	<b>Total</b>		<b>457.56</b>
THOMPSON GLASS INC.	01 2620 610 001 001 1	honor board glass	216.00
	<b>Total</b>		<b>216.00</b>
TIME MANAGEMENT SYSTEMS	01 2510 610 000 000 0	timeclock	162.50
	<b>Total</b>		<b>162.50</b>
VERIZON	01 2710 610 000 000 0	ast monitoring	210.47
	<b>Total</b>		<b>210.47</b>
Wagner, Kurt	01 2710 810 000 000 0	reimburse for cdl	60.50
	<b>Total</b>		<b>60.50</b>
ZM LUMBER CO. DISTRIBUTING	01 2620 610 001 001 1	Lumber bleacher boards	628.80
	<b>Total</b>		<b>628.80</b>
JOHNSON CONTROLS	03 4700 720 000 000	carrier unit filters changed and cleaned	
	<b>Total</b>		<b>588.32</b>
		General Fund Total	<b>\$90,420.33</b>
		Building Fund	<b>\$588.32</b>
		Payroll	<b>\$431, 124.85</b>

## **NRCSA Spring Conference 2021**

The NRCSA Spring Conference was held in Kearney March 24-26, 2021.

The conference was held in person and well attended. Some of the sessions I attended which I felt could help our district included:

- **KC wolf** - Mascot for the Kansas City Chiefs! He was our motivational speaker and really started the conference on a positive note. His story about overcoming obstacles and appreciating life.
- **CSC on training their own teachers** - This was the most beneficial session. It was presented by Dr. Don King and Dr. James Powell. There were 2 programs discussed. The first program was "The CSC Special Education Apprenticeship" which partners with School Districts to grow their own teachers. They specifically partner with Para's to become teachers within their existing school districts.
- The Second program discussed was "School Based Partnership Program". This is a much more extensive student teaching experience which really immerses the student teacher into the district. It eases the transition for both the student and the district when hiring. Morrill has used this process with great success and has hired student teachers at the end of their year. Mr. Sherwood stated that they placed 3 in their district. I recommend the teacher and staff committee meet to discuss implementing this into our district. The only draw back is that I think they only are offering this to elementary. I would like to see if they are willing to expand it to secondary.
- **Cross County Jazz Band** - 28 Members of the 72 member high school band. There are 350 students in the district. Very good band professional appearance and great attitude
- **KSB Policy Session** - Having policies not align with hand books. Sometimes less is more. Recommend the coaches and administration check the policies before sending handbooks out and official documents. Example having to notify administration 6 months prior to early graduation when it is not in the policy.
- **Question and answers with the State Board of Education** - This was interesting to meet some of the State Board of Education members. They fielded questions on funding, and Covid.

I would like to thank the Board for their support in my attendance of this conference. Please let me know if you have questions or would like additional information.

Carolyn Applegate

## **NASB Spring Budget and Finance Meeting**

Meeting was held at the Gering Civic Center on April 7, 2021. There were several items of information. The most important was that the Districts should keep their cash reserve and spend Covid resources which were provided by the Federal Government.

Another important item discussed was the fact that vehicles may be replaced in order to social distance. This cost may also be provided by the Covid fund. I discussed with Matt Fisher and Carl Dietz the fact that the district car could be replaced with a suburban which would be funded with Covid dollars.

Another important piece of information I received from the workshop is that the District budget should be on a line item budget projection spread sheet with current amount spent monthly for the fiscal year. Information on how the budget compares with previous years as well as futures years taking into consideration salary increases and expenses. Information should also include the balance of the dollars and what percentage of the budgeted amount is remaining. This information should be part of and discussed at each board meeting.

Report Required by State Statute 79-506

Regarding Board Members Purchase of Health Insurance

Bayard Public Schools

April 12, 2021

Two members of the Board of Education currently participate in the District's health insurance program. Carolyn Applegate and Joe Applegate are participants.

Carolyn Applegate and Joe Applegate pay the full cost of the insurance in accordance with State Statute 79-506. There is no cost to the district associated with Carolyn Applegate and Joe Applegate participating in this program.

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**NASB Monthly Update for Board Meetings - Agenda Item: April 2021**

*View the Monthly Update in video form at:*

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

[\*\*March Board Notes - Newsletter\*\*](#)

**“NASB Update”**

As a board, some items you should do, or have on the agenda for April include:

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

**MISSION, VISION, & GOALS**

- Strategic Plan Update; District Goals Update;

**POLICY GOVERNANCE**

- Review Student Handbooks and relative policies; review, update, and adopt policies.

**ACCOUNTABILITY & STUDENT ACHIEVEMENT**

- Review ELL Program

**ADVOCACY**

- Review 2021 Legislative Calendar, discuss NASB Legislative Updates and Legislative Committee Report.

**DISTRICT/ESU RESOURCES [BUDGET]**

- Board Finance Committee Report.
- Review all Grants [Current grant status, term, purpose, value received, and proposed grant applications.]

**REPORTS**

- Remind board members to review their NASB Awards of Achievement points report.
- Board Committees; Superintendent; Administrators.

**STAFF**

- Certified Staff Non-Renewal, RIF, and Termination Notices; Due April 15 § 79-831
- Certificated Employee of ESU Non-Renewal, Termination, Amendment Notices; Due April 15 - § 79-1236

**BOARD PROFESSIONAL DEVELOPMENT**

- NSBA National Conference – April 8-10N
- <https://nsba.org/Events/NSBA-2021-Online-Experience>

**CALL FOR STATE CONFERENCE PROPOSALS**

**Due April 16**

<https://nasb.envisiams.com/login?ReturnUrl=https%3a%2f%2fnasb.envisiams.com%2fsession-proposals%2fmyproposals>



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**NASB's Video Resources:** <http://members.nasbonline.org/index.php/news-resources/videos>

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

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

- Budget & Finance Workshops – March 31 in Norfolk; April 7 in Gering; April 20 in Lincoln
- NSBA 2021 Online Experience – April 8-10
- NASB Legislative Lunch – April 12
- New Board Member Workshop - April 14 – Kearney
- NASB Annual Member Golf Outing – June 2 – Kearney
- NASB SUMMER Legal Conference – June 2-3 – Kearney
- ALICAP Workshops – June 29 in Gering – June 30 in Kearney – July 1 in Lincoln
- Area Membership Meetings – August to October
- Labor Relations Conference – October 12-13 – Lincoln
- State Education Conference – November 17-19 – CHI Health Center, Omaha

**Advocacy/2021 Legislative Session:**

- The 2021 legislative session began January 6. Keep tabs with all things pertinent to your school at NASB's Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>
- Stay engaged during the Session and follow along with the bills NASB is tracking at: <https://nasb.envisiams.com/legislative-bills> and through NASB's **Legislative Notes** e-updates.

Follow NASB on twitter at [www.twitter.com/NASBOnline](http://www.twitter.com/NASBOnline) using the hashtag #liveNASB  
and on facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

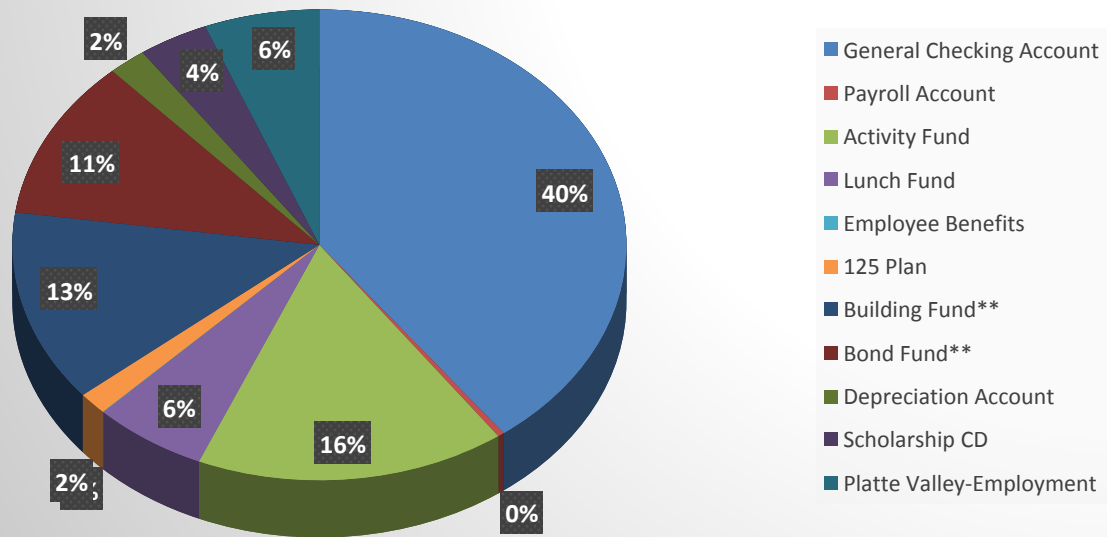
Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here: <http://members.nasbonline.org/index.php/news-resources/board-notes>

BAYARD PUBLIC SCHOOL  
 TREASURER REPORT  
 BANK STATEMENT BALANCES as of March 31, 2021

General Checking Account	\$	784,387.13	
Payroll Account	\$	6,875.14	
Activity Fund	\$	321,960.23	
Lunch Fund	\$	118,498.43	
Employee Benefits	\$	712.20	
125 Plan	\$	30,377.47	
Building Fund**	\$	260,801.38	
Bond Fund**	\$	217,305.71	
Depreciation Account	\$	39,641.33	
Scholarship CD	\$	72,920.73	
Platte Valley-Employment	\$	119,830.21	
	\$		1,973,309.96

Account Percentages

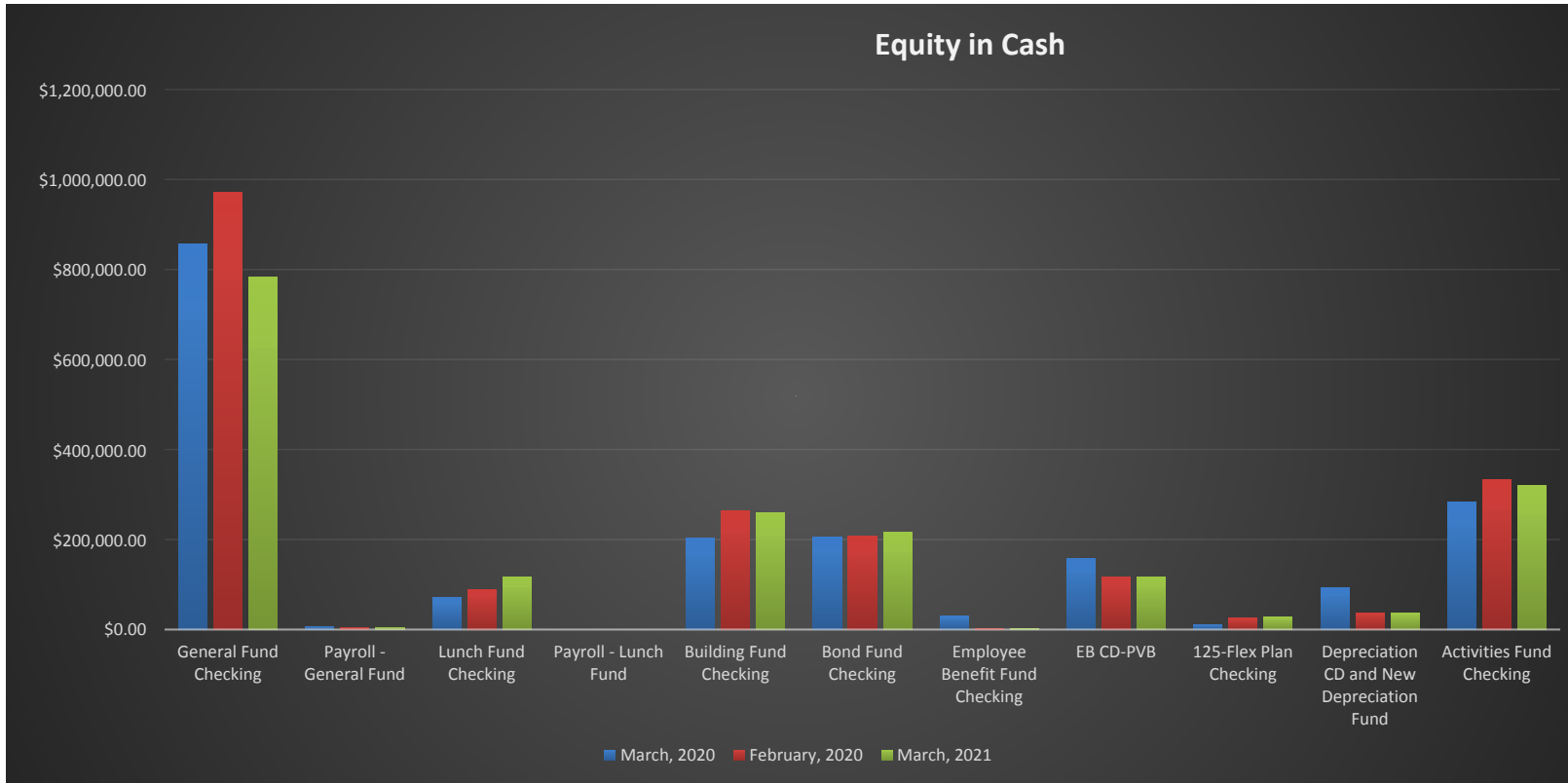


# Bayard Public Schools

## Equity in Cash

March 31, 2021

Fund	Fund #	March, 2020 PRIOR YEAR BALANCE	February, 2020 PRIOR MONTH BALANCE	March, 2021 REVENUES	March, 2021 EXPENSES	March, 2021 ENDING BALANCE
General Fund Checking	01-101	\$858,828.03	972,991.16	337,657.68	(526,261.71)	\$784,387.13
Payroll - General Fund	01-104	\$9,540.27	6,873.65	408,813.22	(408,811.73)	\$6,875.14
Lunch Fund Checking	02-101	\$73,523.20	90,395.44	52,623.10	(24,520.11)	\$118,498.43
Payroll - Lunch Fund	02-104	\$0.00	0.00	7,057.89	(7,057.89)	\$0.00
Building Fund Checking	03-101	\$204,902.43	266,732.54	2,948.09	(8,879.25)	\$260,801.38
Bond Fund Checking	04-101	\$208,313.68	208,610.01	8,695.70	0.00	\$217,305.71
Employee Benefit Fund Checking	05-101	\$32,225.80	703.13	1,800.75	(1,791.68)	\$712.20
EB CD-PVB	05-106-1000	\$160,450.73	119,830.21	0.00	0.00	\$119,830.21
125-Flex Plan Checking	05-107	\$13,256.62	27,455.66	4,368.89	(1,447.08)	\$30,377.47
Depreciation CD and New Depreciation Fund	06-101	\$94,492.12	39,521.93	119.10	0.00	\$39,641.03
Activities Fund Checking	07-101	\$285,217.06	333,928.06	8,088.12	(20,055.95)	\$321,960.23
Scholarship CD	07-114	\$79,219.58	72,920.73	0.00	0.00	\$72,920.73
<b>TOTAL</b>		<b>\$2,019,969.52</b>	<b>\$ 2,139,962.52</b>	<b>\$ 832,172.54</b>	<b>\$ (998,825.40)</b>	<b>\$1,973,309.66</b>



Year	Grant	Amount Award	Current Expenditures	Received Reimbursement	Amount Left to be reimbursed	Pending Reimbursements	Amount to Rollover
18/19	Solar and Wind Energy (Teacher Evaluation)	\$18,748.32	\$15,414.18	\$0.00	\$18,748.32		
18/19	SFI (CSI)1 Yr 2 Yr Grant	\$542,000.00	\$449,487.00	\$456,846.00	\$85,154.00		\$85,154.00
19/20	ESSERS #1	\$100,454.00	\$100,454.00	\$100,454.00	\$0.00		
19/20	FEMA #1	\$9,350.55	\$9,350.55	\$0.00	\$9,350.55		\$9,350.55
19/20	FEMA #2	\$3,149.70	\$3,149.70	\$0.00	\$3,149.70		\$3,149.70
19/20	Diesel Mitigation Bus Grant	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00		\$42,000.00
19/20	EdQuest 5yr	\$20,000.00	\$20,000.00	\$1,400.00	\$18,600.00		\$0.00
19/20	Afterschool Equip grant	\$15,841.90	\$0.00	\$0.00	\$15,841.90		\$15,841.90
19/20	FEMA Generator	\$180,000.00	\$22,854.12	\$0.00	\$180,000.00		\$22,854.12
20/21	Title I	\$142,285.00	\$99,447.59	\$0.00	\$142,285.00		
20/21	21st Century Pathfinders	\$50,000.00	\$27,693.85	\$0.00	\$50,000.00		
20/21	Early Childhood	\$11,474.00	\$11,474.00	\$0.00	\$11,474.00		\$11,474.00
20/21	IDEA 6408	\$75,785.00	\$42,729.36	\$0.00	\$75,785.00		\$75,785.00
20/21	IDEA 6406	\$1,073.00	\$0.00	\$0.00	\$1,073.00		
20/21	SFI Year 3	\$300,368.00	\$177,515.17	\$0.00	\$300,368.00		
20/21	REAP	\$23,683.00	\$6,289.00	\$0.00	\$23,683.00		
20/21	ESSERS #2 (pending)	\$382,767.00	\$0.00	\$0.00	\$382,767.00		
20/21	Vape Detector Grant	\$5,000.00	\$0.00	\$0.00	\$5,000.00		
20/21	HAL		\$255.88	\$0.00	\$0.00		
20/21	Flex	\$17,523.00	\$12,108.75	\$0.00	\$17,523.00		
20/21	PEAK	\$1,633.50	\$1,633.50	\$0.00	\$1,633.50		\$1,633.50
20/21	NASA	\$250.00	\$250.00	\$250.00	\$0.00		
20/21	RLIS	\$8,953.12	\$0.00	\$0.00	\$8,953.12		
20/21	Beyond School Bells -Summer Innovation (pending)	\$15,000.00	\$0.00	\$0.00	\$15,000.00		
21/22	ESSERS III	\$1,080,899.00	\$0.00	\$0.00	\$1,080,899.00		
20/21	Cares Afterschool Grant	\$5,550.00	\$5,550.00	\$0.00	\$5,550.00		\$5,550.00
<b>Totals</b>		<b>\$3,053,788.09</b>	<b>\$1,021,856.65</b>	<b>\$558,950.00</b>	<b>\$2,494,838.09</b>		<b>\$85,154.00</b>

**Total Awarded Grants** \$3,053,788.09  
**Total money spent toward grants** \$933,991.21  
**Grant Reimbursement Received** \$558,950.00  
**Pending Reimbursements** \$90,461.87  
**Entitled Funds Not yet claimed** \$372,444.78



# Account Review

## Bayard Schools 2020

<b>Account Statistics</b>	
Number of Estimated Employees	75
Number of Employees Participating	39
Participation Rate	52%
Total New Annual Premium	\$50,232.00
Pre-Tax Premiums	\$45,958.00
Post-Tax Premiums	\$4,274.00
Avg. Premium per Employee/yr	\$1,288.00
Tax Benefit to Employer/yr	\$3,515.79
Tax Benefit to Employees/yr	\$10,110.76

**Tax Benefit to Employer Per Year**

**\$3,515.79**

**Tax Benefit to Employees Per Year**

**\$10,110.76**

### Product Breakdown

- Accident
- Cancer
- Short Term Disability
- Hospital Protection
- Dental
- Critical Care Recovery
- Intensive Care
- Sickness Indemnity
- Life (Whole & Term)
- Vision



<b>Aflac Product Breakdown</b>	
Accident	30
Cancer	17
Short Term Disability	5
Hospital Protection	8
Dental	4
Critical Care Recovery	3
Intensive Care	0
Sickness Indemnity	0
Life (Whole & Term)	9
Vision	10

<b>TOTAL Policies</b>	<b>86</b>
<b>Avg. Policy per Employee</b>	<b>2.21</b>

**Bayard Public Schools  
Limited Voluntary Early Retirement/Separation Incentive Program  
Election Form**

I Randy L. McKelvie (name) have reviewed the Bayard Public Schools' Limited Voluntary Early Retirement/Separation Incentive Program Description (the "Program") and I acknowledge, agree, and certify as follows:

1. I will be age 55 or older on May 31, 2021 and at that time will have completed at least 15 consecutive school years of service to Bayard Public Schools.
2. I have read the Program Description attached to this election form in its entirety, had the opportunity to ask questions about the Program from the Superintendent of Schools, and understand the terms of the Program.
3. I have had an adequate time to make a decision about participating in the Program.
4. The Program is completely voluntary and I have not been coerced or threatened to elect to participate in the Program by any employee or representative of the School District.
5. I have been advised by the School District to consult with an attorney and tax advisor before electing to participate in the Program and submitting my retirement or resignation. I have had an adequate opportunity to consult with and obtain the advice of an independent attorney and tax advisor of my own choice before electing to participate in the Program.
6. I understand that my retirement or resignation submitted in this Election Form is revocable until it is accepted by the Board of Education on April 12, 2021. If I revoke my retirement or resignation submitted in this Election Form, I will also revoke my election to participate in the Program. To revoke my retirement or resignation, I must do so in writing and deliver the writing to the Superintendent of Schools prior to the time my retirement or resignation is accepted. Once my retirement or resignation is accepted by the Board of Education, it will become irrevocable.
7. I understand that Program benefits may be subject to legally required withholdings by the School District and will accept the Program benefits subject to such withholdings. I understand that some or all of the Program benefits may result in taxable income to me under applicable federal, state, and/or local tax laws and that the School District is not providing tax, accounting, or legal advice to me and makes no representations regarding any tax obligations or tax consequences on my part relating to or arising from participation in the Program. I will assume all federal, state, and/or local tax obligations and consequences to me that may arise from the Program.

With the full knowledge, understanding, and agreement of the Program and the certifications above, I elect to participate in the Program.

I submit my resignation of my employment position with the School District to be effective: (check one)

May 31, 2021

At the end of the 2020/2021 contract year, which is May 31, 2021

Date: 3/15/2021

Signature: Randy L. McKelvie

Received on: 3-19-21

By: Dr. Travis Miller  
Dr. Travis Miller, Superintendent of Schools

Accepted by the Board of Education on: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Kildow, President of Board of Education

**Bayard Public Schools**  
**Limited Voluntary Early Retirement/Separation Incentive Program**  
**Election Form**

I Chaei Scott (name) have reviewed the Bayard Public Schools' Limited Voluntary Early Retirement/Separation Incentive Program Description (the "Program") and I acknowledge, agree, and certify as follows:

1. I will be age 55 or older on May 31, 2021 and at that time will have completed at least 15 consecutive school years of service to Bayard Public Schools.
2. I have read the Program Description attached to this election form in its entirety, had the opportunity to ask questions about the Program from the Superintendent of Schools, and understand the terms of the Program.
3. I have had an adequate time to make a decision about participating in the Program.
4. The Program is completely voluntary and I have not been coerced or threatened to elect to participate in the Program by any employee or representative of the School District.
5. I have been advised by the School District to consult with an attorney and tax advisor before electing to participate in the Program and submitting my retirement or resignation. I have had an adequate opportunity to consult with and obtain the advice of an independent attorney and tax advisor of my own choice before electing to participate in the Program.
6. I understand that my retirement or resignation submitted in this Election Form is revocable until it is accepted by the Board of Education on April 12, 2021. If I revoke my retirement or resignation submitted in this Election Form, I will also revoke my election to participate in the Program. To revoke my retirement or resignation, I must do so in writing and deliver the writing to the Superintendent of Schools prior to the time my retirement or resignation is accepted. Once my retirement or resignation is accepted by the Board of Education, it will become irrevocable.
7. I understand that Program benefits may be subject to legally required withholdings by the School District and will accept the Program benefits subject to such withholdings. I understand that some or all of the Program benefits may result in taxable income to me under applicable federal, state, and/or local tax laws and that the School District is not providing tax, accounting, or legal advice to me and makes no representations regarding any tax obligations or tax consequences on my part relating to or arising from participation in the Program. I will assume all federal, state, and/or local tax obligations and consequences to me that may arise from the Program.

With the full knowledge, understanding, and agreement of the Program and the certifications above, I elect to participate in the Program.

I submit my resignation of my employment position with the School District to be effective: (check one)

May 31, 2021

At the end of the 2020/2021 contract year, which is May 31, 2021

Date: 3-29-2021

Signature: Chaei R. Scott

Received on: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Travis Miller, Superintendent of Schools

Accepted by the Board of Education on: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Kildow, President of Board of Education

March 17, 2021

Bayard Board of Education and Superintendent Dr. Travis Miller  
726 4<sup>th</sup> AV, PO Box 607  
Bayard, NE 69334

Dear Bayard Board of Education and Superintendent Dr. Travis Miller,

Please accept this letter as a notice of my retirement from the position of Special Education Director and Instructor effective on May 31, 2021. This was not an easy decision, but it is time to spend more time with my family.

Working with so many compassionate and dedicated educators, administrators, paraprofessionals, and related service providers has been the privilege of a lifetime. Every day I learn from my colleagues, families and students and will take those lessons into my retirement. Thank you for the opportunities Bayard Schools has provided over the past 15 years

Please know that I want to extend an offer to be of assistance before and after my departure.

Sincerely,

A handwritten signature in black ink that reads "Kari Foreman". The signature is written in a cursive style with a large, stylized initial "K".

Kari Foreman

**Bayard Public Schools  
Limited Voluntary Early Retirement/Separation Incentive Program  
Election Form**

I Kari Foreman (name) have reviewed the Bayard Public Schools' Limited Voluntary Early Retirement/Separation Incentive Program Description (the "Program") and I acknowledge, agree, and certify as follows:

1. I will be age 55 or older on May 31, 2021 and at that time will have completed at least 15 consecutive school years of service to Bayard Public Schools.
2. I have read the Program Description attached to this election form in its entirety, had the opportunity to ask questions about the Program from the Superintendent of Schools, and understand the terms of the Program.
3. I have had an adequate time to make a decision about participating in the Program.
4. The Program is completely voluntary and I have not been coerced or threatened to elect to participate in the Program by any employee or representative of the School District.
5. I have been advised by the School District to consult with an attorney and tax advisor before electing to participate in the Program and submitting my retirement or resignation. I have had an adequate opportunity to consult with and obtain the advice of an independent attorney and tax advisor of my own choice before electing to participate in the Program.
6. I understand that my retirement or resignation submitted in this Election Form is revocable until it is accepted by the Board of Education on April 12, 2021. If I revoke my retirement or resignation submitted in this Election Form, I will also revoke my election to participate in the Program. To revoke my retirement or resignation, I must do so in writing and deliver the writing to the Superintendent of Schools prior to the time my retirement or resignation is accepted. Once my retirement or resignation is accepted by the Board of Education, it will become irrevocable.
7. I understand that Program benefits may be subject to legally required withholdings by the School District and will accept the Program benefits subject to such withholdings. I understand that some or all of the Program benefits may result in taxable income to me under applicable federal, state, and/or local tax laws and that the School District is not providing tax, accounting, or legal advice to me and makes no representations regarding any tax obligations or tax consequences on my part relating to or arising from participation in the Program. I will assume all federal, state, and/or local tax obligations and consequences to me that may arise from the Program.

With the full knowledge, understanding, and agreement of the Program and the certifications above, I elect to participate in the Program.

I submit my resignation of my employment position with the School District to be effective: (check one)

May 31, 2021

At the end of the 2020/2021 contract year, which is May 31, 2021

Date: 3/17/2021

Signature: Kari Foreman

Received on: 3-19-21

By: [Signature]  
Dr. Travis Miller, Superintendent of Schools

Accepted by the Board of Education on: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Kildow, President of Board of Education

25 March 2021

To Bayard School Board, Administration, and Colleagues,

It has been an honor and privilege to serve our students and work with you over the past two years. I have loved working with each of you and getting to know you. However, I will not be returning to Bayard next school year.

For our honeymoon, my husband and I moved across the country to start our lives together. We ended up in Nebraska over two decades ago and this has been our home. When COVID shut everything down this past year, we realized that we wanted to be closer to our families knowing that our parents are getting older and our children might not have too many more yearly trips to be with them. So we have made the decision to uproot our family and move closer to relatives.

Thank you for all that you have taught me and your friendship. I could not have asked for a better administration and school to start my teaching career.

Sincerely,

Martha Rawlings



NEBRASKA DEPARTMENT OF EDUCATION

# The Nebraska Framework

## A Handbook for Continuous Improvement in Nebraska Schools



Nebraska Department of Education  
July 2012

# NEBRASKA MODEL FOR CONTINUOUS IMPROVEMENT



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Additional resources may be accessed on the  
Nebraska Department of Education website at:  
<http://www.education.ne.gov/APAC> and “click” School Improvement

# THINKING ABOUT SCHOOL IMPROVEMENT

## Why Is It Important?

Those who work in schools are entrusted with society’s most precious possessions, its young. Teachers, administrators, bus drivers, counselors, board members, and cooks say to parents, “Send your children to us. We will be responsible for seeing that they learn and perform as you and we have jointly determined they should. We pledge to treat your children fairly, to believe in them, to welcome them and nurture them in a safe and secure environment. To achieve these ends, we promise to do our best, and we will challenge your children to do the same. We will be responsible for using wisely the resources you provide us to achieve those purposes. Furthermore, we pledge to be accountable to you, to report frequently on your children’s progress and on our efforts to carry out your trust.” Some may question the time and effort required by the school improvement process, arguing that it would be better if we simply allowed teachers to do that for which they have been trained. Quite frankly, school improvement is really about that, because what teachers do is evaluate, prescribe, implement, and assess. School improvement supports those functions, formalizes them, and encourages a coordinated, focused school-wide approach to carry them out. School improvement is one significant way through which those who work in schools can carry out society’s trust and demonstrate that this trust is well placed.

We all keep working at school improvement, adjusting, revising, tweaking – striving to get it right. Whether we ever get it exactly “right” is unlikely, but about one thing there is no doubt: it is the right thing to do. Educators cannot be content with the status quo when they focus on improving student learning for all.

This version of the *Framework* advises school staff as they design and implement improvement processes for their systems. It provides, in handbook form, the continuous process described in the Nebraska Department of Education Continuous Improvement Process Toolkit found at <http://www.education.ne.gov/ciptoolkit>. We invite your comments and suggestions for future editions.

# THE CONTINUOUS IMPROVEMENT MODEL GUIDING AND ALIGNING IMPROVEMENT IN NEBRASKA SCHOOLS

*Rule 10, Section 009.01A: The school system develops and implements a continuous school improvement process to promote quality learning for all students. This process includes procedures and strategies to address quality learning, equity, and accountability.*

## Aligning Improvement Plans and Activities

The Nebraska model for continuous improvement is intended to assist Nebraska schools in aligning and coordinating the various school improvement initiatives that may be in progress in each district. These may include for example, Improving Learning for Children with Disabilities (ILCD), Title I Improvement Plans, technology plans, curriculum development activities, and plans for other local, state, or federal programs. Schools are encouraged to merge or align their various plans and goals so that local improvement activities will be mutually supportive and consistently aimed toward achieving school improvement goals. Therefore, it is crucial that representatives of special projects and programs be frequent participants in continuous improvement planning.

In addition, local standards, curriculum, assessment, and professional development should be developed and implemented through the involvement of all staff members to provide quality learning experiences for all students and to provide a solid foundation for developing and implementing school improvement plans. Ongoing committees for curriculum, assessment, and professional development should, therefore, communicate frequently with the school improvement steering committee to assure that these important activities are indeed mutually supportive.

Research has identified the following four areas critical to high performance schools:

- Curriculum alignment
- Appropriate instructional strategies
- Family and community engagement
- Assuring equity and addressing diversity

Therefore, the Nebraska Department of Education Continuous Improvement Process Toolkit ([www.education.ne.gov/ciptoolkit](http://www.education.ne.gov/ciptoolkit)) provides resources in each of these areas, found under Topic Guides for CIP Plans. School improvement committees are encouraged to access these resources throughout the development and implementation of school improvement plans.

## **CURRICULUM DEVELOPMENT**

The instructional program should be based on an agreed-upon written curriculum for all subjects in all grades. This should guide teachers in instructional planning and help assure that the district's curriculum is comprehensive, up-to-date, and aligned across content areas. The following components in curriculum development should be considered in continuous improvement planning:

- Chairpersons for curriculum committees may also be leaders in school improvement committees or coordinators with leaders of goal committees.
- Curriculum committees should coordinate long-range curriculum review, develop and clarify standards and local expectations, assure curriculum alignment with standards, and help monitor progress on local improvement goals.
- All staff members should participate routinely in discussion of their respective curriculum areas. This will serve as a source of information in the continuous improvement process. As ownership of curriculum develops, school improvement goals common to all staff can become a focused priority.

## **ASSESSMENT PLANNING AND DEVELOPMENT**

The local assessment plan should guide the school in developing and implementing assessment processes. School leaders should establish an assessment committee to coordinate assessment implementation by all staff. Activities should help staff develop assessment literacy and skill in the use of using data to guide instruction, improve learning, and impact school improvement plans.

## **PROFESSIONAL DEVELOPMENT**

It is crucial that professional development be connected with the continuous improvement process. This can include whole staff activities, local professional learning teams, individual work, and other related activities. A professional development coordinating committee or a combination of other local committees or the school improvement steering committee may be responsible for the development of this plan.

# CONTINUOUS IMPROVEMENT LEADERSHIP

## The Leadership Role

The district administrative team and an appointed steering committee (sometimes called the leadership team, school improvement team, or continuous improvement team) have primary responsibility for leading, coordinating, and monitoring the continuous improvement process. This includes the following duties:

- Reviewing previous continuous improvement activities
- Providing orientation/training/staff development for all staff
- Establishing and communicating timelines to all staff
- Coordinating school or district initiatives for continuous improvement
- Appointing and assisting committees
- Monitoring progress
- Establishing, through attitude and deed, a positive climate

### **Step 1: Establish a Steering Committee for the Continuous Improvement Process**

A school improvement steering committee, appointed by district administration, is central to continuous improvement. This is the group that organizes and coordinates all continuous improvement activities. It is recommended that the steering committee have at least five members. The committee should represent stakeholders, and, in most districts, all buildings, but it should not be so large that it becomes unwieldy. Because the process is continuous, length of terms should be established and staggered. The steering committee chair is clearly a key appointment.

The following is a recommended meeting schedule for the steering committee:

- The committee should meet a minimum of once a month for the purpose of coordinating school improvement work.
- Monthly meeting dates should be established for the school year at the beginning of the school year.
- Special meetings may be called as needed by the chairperson.
- Minutes of the meetings should be forwarded to all staff and central office.

This schedule should provide opportunity for continuous monitoring of progress and guidance to staff in designing and implementing continuous improvement strategies.

## **Step 2: Build Understanding and Commitment to the Purpose and Process of Continuous Improvement**

This component is essential for any improvement process. It will help to assure that all the stakeholders understand and believe in the importance of the process. It will include preliminary organizational activities, establishment of reasonable time lines, and setting up an organizational structure of committees that will insure broad involvement in the process. The staff and board of education should be provided information and the opportunity for discussion about continuous improvement and the broader school improvement process initially and throughout the continuous improvement process.

### **This information and discussion should include the following:**

- **Basic Purpose.** The basic purpose of the continuous improvement process is to conduct an on-going process for reviewing the educational performance and growth of students and, in those areas where performance is lower than expected or preferred, to institute a process of examining the reasons, setting improvement goals, identifying strategies aimed at improving the learning goal area, and verifying the performance gains.
- **Steps.** Explain the steps of the continuous improvement process and what they involve.
- **The Systemic Relationship.** Address the systemic relationship of each educational component within the school. This includes adherence to the NeSA (Nebraska State Accountability) tests as well as to the elements of the federal No Child Left Behind (NCLB).
- **Time and Resources.** Determine the time and resources needed. The processes of collecting critical data elements and determining or reviewing specific improvement strategies should be annual and continuous activities. When areas of need are identified, the goal setting, action planning, implementation, monitoring, and evaluation components are set in place. The timeline for interventions should be driven by the complexity of the change and not by external forces.
- **The Role and Importance.** Emphasize the role and importance of all participants in the improvement process. It is important for the administrative team and the steering committee to discuss and formally identify the roles of the participants in the development and implementation of the continuous improvement process. These participants include administration, teachers, classified staff, individual students, student groups, school board, parents, and community representatives.
- Continuous Improvement Technical Assistant Rubric (Appendix H)

### **Step 3: Develop the Timeline**

An overall timeline will guide the continuous improvement process and help staff understand the flow of the entire process. The steering committee is responsible for establishing the timeline, managing its implementation, and adjusting when needed. Although the process is continuous, the phases within the process should have endpoints, and each should be brought to closure, based upon the depth and complexity of the action plan.

#### **The timeline for continuous improvement should include the following:**

- Dates or time frames for committee work (For example – the data/profile committee, goal committees, etc.) The overall timeline may also include dates or time frames for related activities such as curriculum development, assessment planning, and professional development.
- Time frames for implementing and monitoring improvement strategies
- Due dates for reports to the staff or school board
- Anticipated dates for external team visits

### **Step 4: Create Committee Structures**

The active involvement of all staff is the only way the school can build internal ownership of this process. The committee structures will vary according to the size and complexity of staff organization. In general, the continuous improvement process will have a sub-group of the staff responsible for the following tasks, although separate committees may not be needed:

- Steering committee
- Profile or data committee
- Goal action plan committees

With smaller staff sizes, the steering committee may be responsible for setting the goals and for documentation of the progress. The profile is often prepared by a separate committee made up of staff with expertise or interest in data and use of spreadsheet software (useful in creating the graphics used in the profile). Each goal/action plan committee is also generally comprised of teachers with interest/expertise in the goal area selected and those who may represent groups of students especially targeted for intervention in the goal area.

## **Step 5: Update the Mission**

*Rule 10, Section 009.01A1: Review and update of the mission and vision statements.*

The steering committee should provide leadership in developing the school or district mission statement. Schools and districts vary in the approaches for doing this. At a minimum, school staff must have the opportunity to discuss and create a common understanding of the school's role and purpose to help students become productive, educated members of society.

The mission is a precise written statement that identifies the priorities and educational beliefs of the school or district with regard to what is to be developed within its students. A mission is a purpose that serves as a road map and guide for your school. Creating a school's mission statement is a process of gathering ideas and suggestions for the mission and honing them into a short, sharply focused phrase or statement that meets specific criteria. Words should be chosen for their meaning rather than beauty, for clarity over cleverness. The best mission statements are plain speech with no educational jargon. A good mission statement is inspiring, clear, crisp, and concise. The true spirit of a mission statement is that it inspires stakeholders and provides a touchstone for all efforts.

Consider the following questions when developing a mission statement:

1. Why are we what we are?
2. What is the school's reason for being?
3. What is the school's main purpose?
4. What is the ideal outcome of the school's efforts?
5. What, in general terms, do we want for students academically and socially?
6. What is the staff's role in making the mission statement a reality in the school?
7. What will staff have to do to make the mission statement a reality?

Pull it together. Put the answers to the questions above together into one or two statements. This will be the first draft of your mission. (Don't spend a lot of time "word-smithing.") The content is more important at this point. The continuous improvement team and other staff will usually need to refine and polish the mission statement for later review by the entire staff.

# CREATING THE PROFILE

## The Profile

*Rule 10, Section 009.01A2: Collection and analysis of data about student performance, demographics, learning climate, and former high school students.*

The school profile is a document, either electronic or in print, that provides a concise collection of information about student performance, school and community demographics, school programs, and student and adult perceptions of the school and its programs. It should include a collection of clear charts and graphs with succinct summary statements that will aid in an analysis of progress and needs.

### Step 1: Determine Data Sources

The goals of improvement are based upon the needs emerging from the data; therefore, it is important that districts are able to collect appropriate data efficiently and find ways to manage and display it so that all district staff are able to analyze, communicate, and act upon it. This analysis, communication, and subsequent actions are the heart of the continuous improvement process.

The data sources should include the following:

- Student performance data .....Appendix C
- Demographic data.....Appendix D
- Program data .....Appendix E
- Perceptual data .....Appendix F

### ***Consider the following questions when determining data sources:***

- What data sources are needed for the continuous improvement process?
  - ✓ Which data do not need to be collected?
  - ✓ Are data sources being collected in multiple places?
  - ✓ In what form are the data?
  - ✓ Are the formats useable and clearly defined?
- What data are being collected by the district?
  - ✓ Who is collecting it?
  - ✓ How does the district know it is accurate?
  - ✓ When is it collected?
- How are the data being collected?
  - ✓ Who has access to these data?

- How do we assure data are of quality and are protected?
- Who sees the data?
  - ✓ What is done with it?
  - ✓ How is it used?
  - ✓ Does everyone who needs to see it see it?
  - ✓ Does everyone who sees it understand it?
- How can multicultural education be incorporated?

Public school districts are required in Rule 10 (accreditation) to incorporate multicultural education in the school improvement process. Multicultural education has many aspects but always includes a concern for equity. Equity can be examined through analysis of achievement patterns. Do these patterns suggest that disproportionate numbers of racial or ethnic minorities tend to be concentrated in certain classes or be minimally represented in others? Equity also includes concern for achievement. When class rankings, honor roll membership, ACT scores, and other indicators are examined through disaggregation, are some groups notable by their absence? Disaggregation allows a staff to see beneath the surface. If an overall dropout rate of less than two percent includes a rate of over thirty percent of a particular ethnic sub-group of students, what appears on the surface to be strength, may actually be a concern. This analysis and identification of equity needs should assist staff members in selecting and including strategies and activities to meet the needs of all students.

## **Step 2: Include Student Performance Data**

It will be important to identify /consider student performance data to be included in the profile. This should include criterion-referenced data, norm-referenced data, and any other student performance data. (Refer to Appendix C)

Consider doing a trend analysis of specific grade levels. Trend data should consist of at least three years of data from the same measures or instruments and collected at a similar time of the school year. The following should be considered:

- Summative and formative classroom assessment data
- A cross-section of grade levels
- Whenever possible, enter the data into an electronic spreadsheet and create graph, charts, and/or table that best illustrate the trends noted.
- Use a comparative point whenever possible (state average, national data, etc.). In graphic representations, draw trend lines to show comparative groups (e.g., state, district, and school data for same data points).
- Review each graph and discuss the implications of the data. Refrain from making excuses for the data, over-rationalizing, and other efforts to mask the true nature of the data.
- Write clear brief statements that summarize the data.

### **Step 3: Include Demographic Data**

The demographic data can include numbers of students at each grade level, longitudinal enrollment trends, the number of males and females, current numbers and trend data of minority students, special education and Title I membership, etc. Demographic data can also include participation information, such as enrollment patterns in elective programs and participation in extracurricular activities. The school might wish to determine what percentage of students takes the core recommended by ACT, for example, or enroll in advanced and vocational classes. How many students take the “full load” as compared with those with two study halls each day? How do the performance patterns of these groups compare? Graduation rates may be included in student demographic data or in the instructional program section, but they need to be examined, as do attendance patterns, failure rates, discipline referrals, and honor roll membership. (Refer to Appendix D)

### **Step 4: Consider Program Data**

The school profile may also include information about instructional practices and patterns, organization, curricular and co-curricular programs, equity, safety, staffing, etc. (Refer to Appendix E) Among data a school might gather in this category are the following:

- Instructional practice information—whole group/small group, individual/team, frequency of and purposes of writing, etc.
- Teacher professional preparation, experience, assignment patterns (number of periods per day, number of separate preparations, activity responsibilities), turnover rates, etc.
- Curriculum information—What courses are offered and how many students are enrolled in the courses, and are curriculum guides and standards aligned and current?

### **Step 5: Consider Perceptual Data**

While the focus of continuous improvement is student performance, the work is also directed to the causal factors of that performance, to instructional, organizational, and management practices and decisions that directly or indirectly affect performance. Student performance is readily quantifiable through assessment, the results of which may be thought of as “hard” data. Many of the causal factors of that performance are identified with somewhat less precision because they lie in the area of school “climate,” and they are frequently evaluated or identified through surveys. What people believe to be true—opinion—is **perceptual data**. Because it is “soft” data, it is sometimes dismissed. It can, however, contribute significantly to the construction of the school profile and to the overall improvement process. A quality improvement plan should address both the causal factors of the learning and the performance data generated by the students. Some examples of perceptual data include climate surveys, parent surveys, staff surveys, former high school student surveys, technology use surveys, etc. Any examination of school and learning climate, for example, will probably involve the Correlates of Effective Schools, and conclusions about the presence or absence of those elements will rest largely upon perceptions. Therefore, the Correlates of Effective Schools can help provide a system-wide look. (Refer to Appendix B for a list of the correlates and Appendix F for a chart to help select perceptual data.)

## Step 6: Organize and Present Data

The following questions should be considered in determining how to organize and present the data:

- How should the data be displayed?
  - ✓ Can the displays be easily generated?
  - ✓ Does the district have all the displays of the data that it needs?
  - ✓ Does it have some that should be eliminated?
  - ✓ Where is it stored?
- Are there more efficient ways to collect, manage, and display the data?
  - ✓ Who can help the district with that?
- How are the results of the analysis shared and communicated within the district?
  - ✓ Do the appropriate individuals and stakeholders within the district have knowledge about the data and a role in the action plan related to the data?
- How is the data shared and understood outside the school district?
  - ✓ Is all the data that should be shared, clearly communicated to appropriate stakeholders?
- Is all data communicated appropriately with regard to confidentiality and privacy issues?

## Step 7: Reflect On and Analyze Data

As a staff, review the data presented within the school profile. Prior to presenting the data, discuss how the staff will approach the analysis process. Specifically, ask: **What can we do with this data that will give us insight into areas for improving student performance? Within each data source, what are the most important questions the data should help answer in order for the school to identify specific school improvement goals? What does the data tell us about our strengths and challenges, especially as it relates to student achievement and programs/resources which support the learning?**

This phase of the process is centered on the idea that data becomes information only through conversation with the stakeholders involved in its creation. The reflection upon the data must engage these stakeholders in a guided process of review and analysis of strengths and concerns. The process suggested below serves only as a basic guideline. Additional assistance in data analysis can be provided by staff members of Educational Service Units and the Nebraska Department of Education.

### **Example Data Analysis Process:**

1. Schedule a staff gathering to review the data. This session(s) should allow ample time for the data to be presented, discussed, and preliminary analysis statements created. (This is a hands-on process for staff to get into the data, to discuss it in small groups, and to offer narrative statements of strengths and weaknesses of the school. There is no one organizational format to facilitate this. Small groups may want to meet over a specified amount of time and then bring their findings back to the large group. If a full professional development day is available, the group may be able to immerse itself in the data and complete the analysis in a single setting.)
2. Write narrative statements. Each small group should craft a non-evaluative, yet rather specific narrative statement reflecting the strengths and/or weaknesses noted within each data source. Graphic representation of the data is critical for both the review and explanation of the narrative statement.
3. Prioritize the narrative statements. Once all of the narrative statements have been created and discussed carry out a process to prioritize the weaknesses to be considered. The priority rating is based upon the importance the data area has to the overall achievement levels of the school.
4. Create a summation report of the school profile. Once the prioritizations are complete, a summary report section should be created for the school profile, outlining the major findings and the priority challenges proposed to be addressed in the continuous improvement model. This summary report should be organized in the same sequence as the original data are presented (perhaps student performance, demographic information, program data, and perceptual data).

**Step 8: Check the Profile for Recommended Components**

Use the checklist in Appendix G – School Profile Recommended Components to review and determine the effectiveness with the school profile process.

# SETTING THE GOALS

## Goal Setting

*Rule 10, Section 009.01A3: Selection of improvement goals. At least one goal is directed toward improving student academic achievement.*

In this activity the steering committee and staff analyze the data in the profile to determine areas of strength and areas of need and to determine priority areas of need that should be identified as improvement goals. These will serve as the targets for the remainder of the improvement process.

### **Step 1: Prioritize the Areas of Need**

Use this chart to assist you in summarizing and then prioritizing the potential goal areas that emerge from the narrative statements developed during the reflections and analysis.

#### **Emerging Goals Worksheet**

What goal areas are emerging from the data results (narrative statements)? What are the *strengths* of your school? What are the *challenging* areas the school may need to work on? What are *most critical* to the continuous improvement of teaching and learning? Why are they important? (Appendix H)

Once the challenges have been identified from the analysis, involve the staff in a process to prioritize them based upon

- How crucial is the challenge to the mission of the school?
- How severe is the challenge?

## Step 2: Determine the Continuous Improvement Goals

**Types of Goals.** The goals generally fall into two categories: “improving student performance” and “improving learning opportunities.” The **student performance goals** focus specifically on closing a gap between current student performance and preferred performance levels. In recent years, this has been the most important category of goals to be addressed. **Learning opportunity goals** focus on efforts to improve the curriculum, programs, facilities, community involvement, and student services which ultimately impact student performance.

**Student Performance Goals.** These are goals intended to increase student achievement. At least one of the goals, and preferably more, should be student learning-centered. These goals should begin with “*All students*” and will be written in the active voice.

### For example:

- All students will improve reading skills.
- All students will increase knowledge and skills in the use of computer technology.

The steering committee should guard against goals such as “Students will be provided a broad curriculum so they may prepare for successful adult careers.” Such goals are too vague for focusing improvement strategies. (Such language may more appropriately fit in the district’s mission statement.)

**Learning Opportunity Goals.** These are goals which improve or increase the opportunities or potential for improved learning. They are often goals for adults in the school. Learning opportunity goals could focus on updating curriculum, improving the climate, involving parents, improving facilities, etc.

**Criteria for the Goal.** When writing a **student performance goal**, consider the following:

- Use a complete sentence with “*All students*” as the subject of the statement.
- Write the goal in the active voice with a verb such as *will increase* the identified learning behavior.
- Identify the general learning area such as *comprehension in non-fiction reading*.
- Avoid educational jargon.
- The goal should be measurable, without specifically identifying the measures to be used or the expected level of improvement.
- Do not include the strategies or interventions to attain the goal.

When writing a **learning opportunity goal** statement, consider the following:

- The goal should be at least indirectly related to the improvement of student learning.
- Avoid educational jargon.
- Target dates of completion may be included.

## **Defining the “Essence” of a Goal**

Determining evidence of success often depends upon defining the essence, or meaning, or intent of the goal. For example, if a goal targets student “responsibility,” care must be taken to insure that everyone agrees on the meaning of the term. To some, it may mean that students remain obedient and attentive in class. To others it may be embodied in homework completion, regular attendance, or a reduction in discipline referrals. Yet to others it may mean the exercise of initiative and personal management or the consideration of the social impact of our actions. While it is true that such affective goals are probably subject to wider interpretations than are cognitive ones, some care needs to be taken to assure that the intended improvement is clear and acceptable to all staff. Even cognitive goals may be subject to interpretations. If a steering committee selects this goal: “All students will improve skills in written communication in all curriculum areas,” what do they wish to be the outcome, the evidence of success? Will spelling improve? Will students write more fluent, longer pieces? Will technical writing improve? The goal statement that tries to incorporate all these outcomes will be too awkward, but there needs to be broad understanding of what “skills in written communication” means.

## **Relating of Goals to Timeline**

In a continuous improvement process, the length of time anticipated for an improvement goal will vary depending upon the complexity and intricacy of the anticipated change. The timeline for implementation is not based upon an externally structured schedule of months or years. It is based upon the amount of time the CIP team feels is necessary to complete the design, implementation, monitoring, and successful integration of the change.

## **Step 3: Research Effective Practices**

The overview below should guide the staff’s process of conducting research on school practices related to your improvement goal. The worksheet in Appendix I may help to organize the research findings as the process moves forward.

### **Why should we go to the effort to research these promising school practices?**

- It advances our learning of what works in a variety of schools facing the same or similar challenges. This creates a certain degree of efficiency in the improvement process.
- It reduces the temptation to jump quickly to the strategy or intervention without studying the broader landscape of practices.
- It is a requirement under the No Child Left Behind federal legislation, especially for schools seeking federal funding (e.g., Title I).

### **How might we conduct the research review?**

- Assure that the team doing the review fully understands the essence of the school improvement goal being addressed.
- Disaggregate the supporting data for the goal to assure that the school has identified any critical groups or conditions contributing to the achievement gap.
- Identify sources for the research
- Assign study teams various research areas and/or sources.
- Utilize some type of information collection form that is consistent with all study teams.

# PLANNING TO IMPROVE

## Improvement Planning

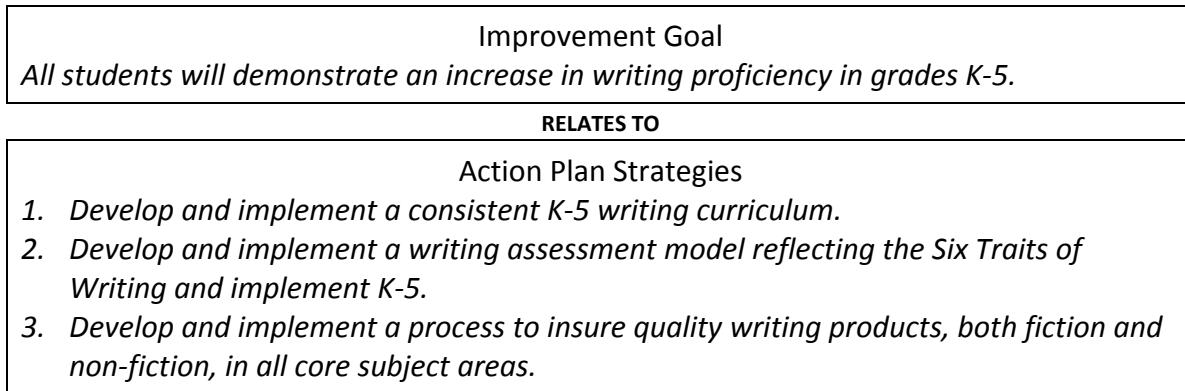
*Rule 10, Section 009.01A4: Development and implementation of a plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.*

The action plan for improvement serves as the guide for all staff in implementing strategies to achieve a goal. It will direct each staff member over a period of one to three years and should help all staff implement strategies to improve student learning.

### Step 1: Develop Action Plan Strategies

To accomplish your continuous improvement goal, you may have one or many action plans. A single improvement goal may have several related action plans, each focused on a specific strategy/intervention, or a specific group of students. Each action plan may have one or more objectives associated with it but will generally have multiple strategies or activities. When creating an action plan, it is critical to make it as detailed and specific as possible, specifying who will do what, by when, and the resources needed. Finally, you must have a monitoring component. (See action plan in Appendix K.)

Below is an example of how the action plan relates to the improvement goal.



### Step 2: Reflect on Strategies and Interventions

Action plan committees and the steering committee should reflect upon the selected strategies and identify or recommend support activities that will help all staff implement the strategies. This will often include staff development activities (especially professional learning teams) to study and determine how strategies can best be implemented and assessed.

### **Step 3: Write the Action Plan**

The action plan will identify the specific activities to be undertaken, who will be responsible to assure that they are completed in a quality and timely manner, the resources needed, the target dates for completion, professional development needs, and when and how the progress will be measured and evaluated.

The initial action plan will provide a starting point in action, but it should be emphasized that as the school moves into its implementation, revisions to the action plan are encouraged to assure effective implementation. Refer to the action plan often as the process is implemented and schedule a time, at least once each year, to review progress and make needed adjustments.

### **Step 4: Establish Baseline/Post-Intervention Evaluation Data**

This process is critical to the action planning process. The school must decide which data sources (preferably three different sources) most accurately describe the current level of student achievement related to the improvement goal. The data collected from these sources prior to the implementation of the action plan will serve as the *baseline data*. These same data sources will be used to monitor the progress during the implementation and then as the *post-intervention data* to make a summative evaluation of the improvement plan. To insure comparable measurements of performance, school staff should administer the same assessment instruments and processes at the same time of the year.

# IMPLEMENTING THE PLAN

## Implementation and Evaluation

*Rule 10, Section 009.01A5: Evaluation of progress toward improvement goals.*

This includes the entire set of significant actions by all staff over a period of one or more years that will bring about improved student performance. The implementation should be monitored closely by designated staff or committees to provide assistance and support as needed, in implementation of the plan.

### **Step 1: Help All Staff Develop an Understanding of the Goals and Strategies**

Planning is motivating. Implementation can be challenging. Causing change is a complex process. It often takes more time than anticipated. It requires that those being asked to implement the change have a clear understanding of its purpose, the resources to be successful, and clear evidence of successful changes.

### **Step 2: Monitor the Implementation**

The monitoring phase focuses on formative evaluation. It occurs as the interventions or strategies are being implemented. It involves a check or series of checks to monitor two critical areas:

1. Implementation of each action within the action plan.
2. Assessment and/or perception data used by the action plan or goal committee as feedback to pinpoint what is working and areas that are not progressing.

The data that are collected during the monitoring phase should align with the four areas of data included in the school profile (performance, demographics, program, and perceptions). The data collected may be added to the school profile as it is collected.

The action plan committee and/or the steering committee should determine how effectively the action plan is being implemented. Questions to consider might include the following:

1. **Targeted population.** Is the target group of students identified in the action plan actually being served?
2. **Interventions.** Are the interventions being implemented as recommended and planned? To what degree are staff carrying out their roles in the implementation?
3. **Timeframe.** Are interventions implemented when outlined in the action plan? When necessary, are timelines adjusted to assure better implementation?
4. **Actions.** Are the actions included in the action plan being implemented in the way that was specified in the plan?
5. **Responsibilities.** Are those who have a role in taking action doing their part to successfully accomplish the action plan?
6. **Monitoring.** Are collection and review of the evidence of completion of actions and feedback taking place as specified in the plan?
7. **Resources.** Are the human, technology, and financial resources being deployed as needed and specified in the action plan?

### **Step 3: Determine Effectiveness of the Interventions**

The collecting and analyzing of critical data requires a systematic approach to determining the results of improvement efforts and using the results as the new baseline for continuous school improvement.

- Compare the baseline/post-intervention data results.
- Display performance data in graphic format with concise narrative descriptions.
- Share student performance results with all stakeholders and document key factors learned by the staff.

### **Step 4: Recognize Progress; Affirm Successes**

Formal and/or informal actions or events should be included in continuous improvement planning so that all stakeholders recognize progress and see the results of their actions. This will increase awareness and understanding of effective practices and provide encouragement and support for staff and student accomplishments.

## APPENDICIES

- L. Accrediting Agency Requirements
- M. Effective Schools Correlates
- N. Chart: Selecting Student Performance Data
- O. Chart: Identifying Demographic Data for the School Profile
- P. Chart: Selecting Program Data for the School Profile
- Q. Chart: Selecting Perceptual Data for the School Profile
- R. Checklist: School Profile Recommended Components
- S. Worksheet: Emerging Goals
- T. Worksheet: Researching School Improvement Strategies
- U. Continuous Improvement Technical Assistance Rubric
- V. Action Plan

## ACCREDITING AGENCY REQUIREMENTS

One accreditation requirement of both the Nebraska Department of Education and of the North Central Association Commission on Accreditation and School Improvement (NCA CASI) is that schools engage in a continuous school improvement process. The models and processes recommended by each agency share many of the same features. The requirements of this accrediting agency are shown below.

### NEBRASKA ACCREDITATION REQUIREMENTS

Rule 10, *Regulations and Procedures for the Accreditation of Schools*, includes the following statements regarding school improvement. Items 009.01A through 009.01B are requirements of all Nebraska public schools and accredited nonpublic schools.

#### 009 Continuous School Improvement.

**009.01 Quality Indicator: A systematic on-going process guides planning, implementation, and evaluation and renewal of continuous school improvement activities to meet local and statewide goals and priorities. The school improvement process focuses on improving student learning. The process includes a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals.**

009.01A The school system develops and implements a continuous school improvement process to promote quality learning for all students. This process includes procedures and strategies to address quality learning, equity, and accountability. In public schools, the process incorporates multicultural education as described in 004.01F. In all school systems, the continuous school improvement process includes the following activities at least once within each five years.

009.01A1 Review and update of the mission and vision statements.

009.01A2 Collection and analysis of data about student performance, demographics, learning climate, and former high school students.

009.01A3 Selection of improvement goals. At least one goal is directed toward improving student academic achievement.

009.01A4 Development and implementation of a plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.

009.01A5 Evaluation of progress toward improvement goals.

009.01B The school improvement process includes a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the written recommendations is provided to the Department. The external team visits are conducted at least once each five years.

### Multicultural Education

004.01F The instructional program in public schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races. The regulation is based on statute and cannot be waived through Section 013.01 of 92 NAC 10.

004.01F1 The district has a statement of philosophy or mission for the multicultural education program. Local program goals address multicultural education.

004.01F2 The district curriculum guides, frameworks, or standards incorporate multicultural education.

004.01F3 The district multicultural education program includes a process for selecting appropriate instructional materials.

004.01F4 The district has a process for provision of staff development in multicultural education including professional development for administrators, teachers, and support staff which is congruent with local district and program goals.

004.01F5 The district has a process for periodic assessment of the multicultural education program. An annual status report is provided to the local board of education.

## **NORTH CENTRAL/AdvancED SCHOOL IMPROVEMENT REQUIREMENTS**

The North Central Association/AdvancED Commission on Accreditation and School Improvement, a regional accreditation agency, requires that schools be involved in an improvement process that includes the following:

- Meeting the NCA/AdvancED Standards
- Selecting goals based on an analysis of local assessment data and other information
- Focusing on goals to improve student performance
- Implementing an improvement plan that includes objectives, strategies, activities, and professional development
- Completing an Internal Review
- Completing an External Review at least once each five years
- Preparing an Accreditation Progress Report in response to recommendations from the External Review Report

NCA/AdvancED schools may use the *Nebraska Framework* as their school improvement guide. Additional information is available at: <http://www.education.ne.gov/NCA/> and the Commission web site: <http://www.advanc-ed.org/>

## EFFECTIVE SCHOOLS CORRELATES

1. Clear School Mission – Staff shares an understanding of and commitment to the goals, priorities, procedures, and accountability of the school. Staff accepts responsibility for students' learning.
2. High Expectations for Success – Staff believes and demonstrates that all students can attain mastery of the essential content and skills.
3. Instructional Leadership – The principal is an instructional leader, effectively communicating to the public, students, and staff the central mission of the school and managing the instructional program to achieve maximum effectiveness.
4. Frequent Monitoring of Student Progress – A variety of assessment procedures are used frequently, and the results of assessment are used to improve individual student performance and the instructional program.
5. Opportunity to Learn and Time on Task – Teachers allocate a significant amount of classroom time to teacher-directed, planned learning activities in the essential content and skills.
6. Safe and Orderly Environment – The school climate is not oppressive, but it is orderly, purposeful, businesslike, and free from the threat of physical harm.
7. Home-School Relations – Parents understand and support the school's mission and play an important role in helping achieve it.

## SELECTING STUDENT PERFORMANCE DATA

You may use this chart to identify student performance data that will be collected and included in the School Profile.

<b>Data Source</b>	<b>Students Assessed</b>	<b>When Assessed</b>	<b>Data Format</b>
<i>Ex. Norm-Referenced Test – Language Arts</i>	<i>Gr. 3,4,5</i>	<i>February</i>	<i>Percentile Scores</i>
<i>Statewide Writing Scores</i>	<i>Gr. 4</i>	<i>January</i>	<i>Percent Proficient</i>
<i>District Writing Assessment</i>	<i>Gr. 3 and 5</i>	<i>March</i>	<i>Percent Proficient on local rubric</i>

## IDENTIFYING DEMOGRAPHIC DATA FOR THE SCHOOL PROFILE

You may use this chart to identify demographic data to be collected, why it will be useful, and who is responsible for collecting it as part of developing and maintaining the School Profile.

Category of Data	What do we want the data to tell us?	Who is responsible for getting the data?	What, if any, additional data should we collect in this area?
School Enrollment (number of students at each grade level, longitudinal enrollment trends)			
Socio-Economic (Free, Reduced)			
Race, Ethnicity			
Gender			
Attendance Patterns			
Mobility			
Language Proficiency (LEP)			
Other			

## SELECTING PROGRAM DATA FOR THE SCHOOL PROFILE

You may use this chart to identify program data to be collected, why it will be useful, and who is responsible for collecting it.

Category	What do we want the data to tell us?	Who is responsible for getting the data?	What, if any, additional data should we collect in this area?
Discipline Data			
Community Data			
Parent Involvement (Conf. etc.)			
Academic Programs			
Extra Curricular Programs			
Student Support Programs			
Professional Development			
Course Offerings			
Other			

## SELECTING PERCEPTUAL DATA FOR THE SCHOOL PROFILE

You may use this chart to identify perceptual data to be collected, how the data will inform you, and who is responsible for collecting it as part of developing and maintaining the School Profile.

Category	What do we want the data to tell us?	Who is responsible for getting the data?	What, if any, additional data should we collect in this area?
Climate Surveys			
Parent Surveys			
Staff Surveys			
Student Surveys			
Graduate and Transition Surveys			
Technology Surveys			
Other Locally Administered Surveys			

## SCHOOL PROFILE RECOMMENDED COMPONENTS

You may use this chart to review and determine the effectiveness of the school profile process as part of developing and maintaining the School Profile.

	Indicator of Effectiveness	Yes	No
1.	Data has been collected with the need identified and multiple data elements are collected per category.		
2.	The data collected informs us how our students are performing on norm-referenced tests, curriculum-referenced tests, and classroom assessments.		
3.	The data collected informs us on how students are performing in programs to meet special needs (LEP, IEP, ILCD, Title I, etc.).		
4.	The school profile has data from different sources and from all four categories: student performance, demographics, programs, and perceptions.		
5.	The school profile shows emerging trends through the use of trend line data over time (recommended 3 years).		
6.	The school profile adequately disaggregates data to establish patterns.		
7.	Needs for continuous improvement are emerging from the school profile.		
8.	We have identified positive trends in our performance for celebration.		
9.	A method is in place to share our school profile with our community.		
10.	All stakeholder representatives have been involved in the school profile process.		
11.	Other:		

## EMERGING GOALS WORKSHEET

You may use this chart to identify strengths and challenges of your school as part of developing and setting the School Goals.

Theme/Topic	Is it a Strength?	Is it a Challenge?	How Critical is it?	Why?

# RESEARCHING SCHOOL IMPROVEMENT STRATEGIES WORKSHEET

Use this worksheet to investigate and document effective strategies/interventions, practices, and possibly related activities that may support your school improvement goal.

**Goal Statement:**

**School Experiences/Site Visitation:** *What have other schools with similar demographics done to address this goal? Is a site- visit possible or appropriate?*

**Research Summary:** *In this goal area, what does the research say are successful and effective practices?*

**Strategies/Interventions:** *Based upon this study process, what are three to five strategies/ interventions the study team would recommend to improve in this goal area?*

# CONTINUOUS IMPROVEMENT TECHNICAL ASSISTANCE RUBRIC

The Continuous Improvement Technical Assistance Rubric\*\* is based upon the following seven standards:

1. Vision and Purpose
2. Governance and Leadership
3. Teaching and learning
4. Documenting and Using Results
5. Resource and Support Systems
6. Stakeholder Communications and Relationships
7. Commitment to Continuous Improvement

By examining the individual components of the educational system that the standards describe, the school develops a comprehensive look at themselves as a whole.

These seven standards may be used to guide the continuous improvement process. The completion of this rubric by individual stakeholders or district-wide participants will generate rich and formative discussion about the school's continuous improvement process.

Using the rating scale of "Not Evident," "Emerging," "Operational," and "Highly Functional" for each standard provides the school with a baseline in which to assess their progress. A "Highly Functional" rating in all standards should be the school's goal.

It is an option for the external visitation team to complete this rubric as part of the visit and provide their ratings and insights for comparison to the school's ratings.

\*\*As adapted from NSSE – National Study of School Evaluation Research

# CONTINUOUS IMPROVEMENT TECHNICAL ASSISTANCE RUBRIC

STANDARD	NOT EVIDENT	EMERGING	OPERATIONAL	HIGHLY FUNCTIONAL
<p>VISION AND PURPOSE</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>Stakeholders (students, staff, parents and community) are not collaborating in the development, communication, and support of the vision and purpose.</li> <li>The school district has little or no evidence that expectations for student learning are aligned with the school district’s vision with little support by school district personnel and external stakeholders.</li> <li>Expectations for all students learning do not serve as the focus for assessing student performance and school district effectiveness.</li> <li>The school district’s vision has little influence on allocations of time and human, material, and fiscal resources.</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders (students, staff, parents and community) are beginning to collaborate in the development, communication, and support of the vision and purpose.</li> <li>The school district has begun the process of engaging its stakeholders to commit to a shared purpose and direction.</li> <li>The school district is developing expectations for student learning aligned with the school district’s vision that is supported by school district personnel and external stakeholders. These expectations will serve as the focus for assessing student performance and school district effectiveness but the process is not fully in place.</li> <li>The school district’s vision has some influence on allocations of time and human, material, and fiscal resources.</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders (students, staff, parents and community) are collaborating in the development, communication, and support of the vision and purpose.</li> <li>The school district has committed to a shared purpose and direction.</li> <li>The school district has clearly defined expectations for student learning aligned with the school district’s vision that is supported by school district personnel and external stakeholders. These expectations serve as the focus for assessing student performance and school district effectiveness.</li> <li>The school district’s vision guides allocations of time and human, material, and fiscal resources.</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders (students, staff, parent and community) are highly engaged in the development, communication, and support of the vision and purpose.</li> <li>The school district has achieved a wide commitment by all groups of stakeholders to a shared purpose and direction.</li> <li>The school district has clearly defined expectations for student learning aligned with the school district’s vision that is fully supported by school district personnel and external stakeholders. These expectations serve as the focus for assessing student performance and school district effectiveness.</li> <li>The school district’s vision guides allocations of time and human, material, and fiscal resources.</li> </ul>
<p>GOVERNANCE AND LEADERSHIP</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>The school district has leaders who have not established or are currently establishing processes to develop the school district’s vision and improvement efforts.</li> <li>The leaders’ process of allocating resources provides little support to implement curricular and co-curricular programs that enable students to achieve expectations for their learning.</li> <li>Leaders do not encourage or promote collaboration and shared responsibility for school district improvement among stakeholders.</li> <li>The school district’s policies, procedures, and organizational conditions have little influence and impact on equity of learning opportunities and support for innovation.</li> </ul>	<ul style="list-style-type: none"> <li>The school district has leaders who have established processes to develop the school district’s vision and improvement efforts.</li> <li>The leaders allocate resources to implement curricular and co-curricular programs that enable students to achieve expectations for their learning.</li> <li>Leaders allow collaboration and shared responsibility for school district improvement among stakeholders.</li> <li>The school district’s policies, procedures, and organizational conditions attempt to create equity of learning opportunities and support for innovation, but implementation of these processes and conditions is sporadic, and results are varied.</li> </ul>	<ul style="list-style-type: none"> <li>The school district has leaders who are advocates for the school district’s vision and improvement efforts.</li> <li>The leaders provide direction and systematically allocate resources to implement curricular and co-curricular programs that enable students to achieve expectations for their learning.</li> <li>Leaders encourage collaboration and shared responsibility for school district improvement among stakeholders.</li> <li>The school district’s policies, procedures, and organizational conditions ensure equity of learning opportunities and support for innovation.</li> <li>While these processes and conditions are being implemented, the implementation is not systemic across the school district, and the results are varied.</li> </ul>	<ul style="list-style-type: none"> <li>The leaders provide stakeholders meaningful roles in the decision-making process that promote a culture of participation, responsibility, and ownership that facilitates exemplary performance from all staff and students.</li> <li>The school district has leaders who are advocates for the school district’s vision and improvement efforts.</li> <li>The leaders provide direction, lend support, and systematically allocate resources for systemic and sustainable implementation of curricular and co-curricular programs that enable students to achieve expectations for their learning.</li> <li>Leaders ensure collaboration and shared responsibility for school district improvement among stakeholders with clearly defined expectations for each stakeholder group.</li> <li>The school district’s policies, procedures, and organizational conditions ensure equity of learning opportunities and support for innovation and are deeply embedded in the way the school district functions.</li> </ul>

# CONTINUOUS IMPROVEMENT TECHNICAL ASSISTANCE RUBRIC

## APPENDIX J

<p>TEACHING AND LEARNING</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>• The school district implements a curriculum based on expectations for all students learning that has not been fully aligned with the requisite knowledge, skills, and attitudes.</li> <li>• The school district demonstrates little or no evidence of alignment between the curriculum and instructional practices.</li> <li>• Teachers use instructional practices that reflect little engagement of all students in the learning process.</li> <li>• Teachers provide few opportunities for all students to apply their knowledge and skills to real world situations.</li> <li>• Teachers give all students limited feedback to improve their performance.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district implements a curriculum based on expectations for all students learning that provides opportunities for most students to acquire requisite knowledge, skills, and attitudes.</li> <li>• The school district demonstrates some evidence of alignment between the curriculum and instructional practices, but implementation is not systematic across the school district.</li> <li>• Teachers use instructional practices that actively engage all students in the learning process.</li> <li>• Teachers provide limited opportunities for all students to apply their knowledge and skills to real world situations.</li> <li>• Teachers give all students random or periodic feedback to improve their performance.</li> </ul>	<ul style="list-style-type: none"> <li>• Curriculum is aligned and articulated with Nebraska or locally approved standards at all grade levels.</li> <li>• The school district aligns and implements a curriculum based on clear and measurable expectations for student learning that provides opportunities for all students to acquire requisite knowledge, skills, and attitudes.</li> <li>• The school district demonstrates evidence of alignment between the curriculum and instructional practices with systematic implementation across the school district.</li> <li>• Teachers use proven instructional practices that actively engage all students in the learning process.</li> <li>• Teachers provide frequent opportunities for all students to apply their knowledge and skills to real world situations.</li> <li>• Teachers give all students regular feedback to improve their performance.</li> </ul>	<ul style="list-style-type: none"> <li>• Curriculum is aligned and articulated with Nebraska or locally approved standards at all grade levels.</li> <li>• The school district aligns and implements a curriculum based on clear and measurable expectations for student learning in all content areas that provides multiple opportunities for all students to acquire requisite knowledge, skills, and attitudes.</li> <li>• The school district has a formalized process to align instructional practices with the curriculum and demonstrates results through systemic and sustainable implementation across the school district.</li> <li>• Teachers use proven, research-based, instructional practices that actively engage students in the learning process and encourage all students to take ownership of their learning.</li> <li>• Teachers consistently provide opportunities for all students to apply their knowledge and skills to real world situations.</li> <li>• Teachers give all students frequent feedback using a variety of methods to improve their performance.</li> </ul>
<p>DOCUMENTING AND USING RESULTS</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>• The school district is currently using assessments that are not aligned with student expectations or has no balanced assessment system based on clearly defined performance measures.</li> <li>• There is limited capability to assess student performance on expectations for student learning, evaluate the effectiveness of curriculum and instruction, and determine interventions to improve student performance.</li> <li>• The assessments do not yield timely and accurate information that is meaningful and useful to school district leaders, teachers, and other stakeholders in understanding student performance, school district effectiveness, and the results of improvement efforts for individual students and all groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district is currently using assessments that have limited alignment with student expectations and/or is developing a balanced assessment system based on clearly defined performance measures and plans to administer the assessments in the near future.</li> <li>• The assessment system has some ability to assess student performance on expectations for student learning, evaluate the effectiveness of curriculum and instruction, and determine interventions to improve student performance.</li> <li>• The assessment system will yield some timely and accurate information that is meaningful and useful to school district leaders, teachers, and other stakeholders in understanding student performance, school district effectiveness, and the results of improvement efforts for all individual students and all groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district uses a balanced assessment system which includes national, state, and local assessments, based on clearly defined performance measures that yield valid and reliable results.</li> <li>• The assessment system is used to assess student performance on expectations for student learning, evaluate the effectiveness of curriculum and instruction, and determine interventions to improve student performance.</li> <li>• The assessment system includes comparison and trend data through summative and formative processes, yields timely and accurate information that is meaningful and useful to school district leaders, teachers, and other stakeholders in understanding student performance, school district effectiveness, and the results of improvement efforts for all individual students and all groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district uses a balanced assessment system which includes national, state, and local assessments, based on clearly defined performance measures that yield valid and reliable results, including multiple measures of individual student achievement that assess higher order thinking skills and are of adequate technical quality.</li> <li>• The assessment system is used to assess student performance on expectations for student learning, evaluate the effectiveness of curriculum and instruction, design and improve instructional strategies and practices, and determine interventions to improve and enhance student performance.</li> <li>• The assessment system which includes comparison and trend data (e.g. national, state, and local summative and formative processes)yields timely and accurate information that is meaningful and useful to school district leaders, teachers, and other stakeholders in understanding student performance, school district effectiveness, and the results of improvement efforts for individual students and all groups of students.</li> </ul>

# CONTINUOUS IMPROVEMENT TECHNICAL ASSISTANCE RUBRIC

<p>RESOURCE AND SUPPORT SYSTEMS</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>• The school district allocates minimal human, material, and fiscal resources to implement a curriculum that enables students to achieve expectations for student learning, to meet special needs, and to comply with applicable regulations.</li> <li>• The school district does not systematically employ and allocate staff members who are qualified for their assignments.</li> <li>• The school district provides limited learning opportunities for staff to improve their effectiveness, including both professional and support staff.</li> <li>• There is little or no evidence that the school district integrates resources and support systems and to achieve common goals.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district allocates limited human, material, and fiscal resources to implement a curriculum that enables students to achieve expectations for student learning, to meet special needs, and to comply with applicable regulations.</li> <li>• The school district generally employs and allocates staff members who are qualified for their assignments.</li> <li>• The school district provides learning opportunities for most staff to improve their effectiveness, including both professional and support staff.</li> <li>• There is some evidence that the school district integrates resources and support systems to achieve common goals.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district allocates human, material, and fiscal resources to implement a curriculum that enables students to achieve expectations for student learning, to meet special needs, and to comply with applicable regulations.</li> <li>• The school district systematically employs and allocates staff members who are well qualified for their assignments.</li> <li>• The school district provides ongoing learning opportunities for all staff to improve their effectiveness, including both professional and support staff.</li> <li>• There is evidence that the school district integrates resources and support systems to achieve common goals.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district allocates human, material, and fiscal resources to implement a curriculum that enables students to achieve and exceed expectations for student learning, to meet special needs of all students, and to comply with applicable regulations.</li> <li>• The school district systematically employs and allocates staff members who are well qualified for their assignments in all content areas.</li> <li>• The school district provides and fully supports ongoing, job-embedded learning opportunities for all staff to improve their effectiveness, including both professional and support staff.</li> <li>• There is evidence that the school district fully integrates resources and support systems to achieve common goals.</li> </ul>
<p>STAKEHOLDER COMMUNICATIONS AND RELATIONSHIPS</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>• The school district has little communication with, commitment <u>to</u>, and support of stakeholders.</li> <li>• School district personnel seek few opportunities for collaboration and shared leadership among stakeholders to help students learn and advance improvement efforts.</li> <li>• The school district demonstrates little or no participation by stakeholder groups.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district has begun the process to gain the understanding of, commitment to, and support of stakeholders.</li> <li>• School district personnel are seeking opportunities for collaboration and shared leadership among stakeholders to help students learn and advance improvement efforts.</li> <li>• The school district can demonstrate some participation by stakeholder groups.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district has the understanding of, commitment to, and support of stakeholders.</li> <li>• School district personnel seek opportunities for collaboration and shared leadership among stakeholders to help students learn and advance improvement efforts.</li> <li>• The school district can demonstrate <u>active</u> participation by some stakeholder groups.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district has the understanding of, commitment to, and support of all stakeholders.</li> <li>• School district personnel actively promote and provide regular, systematic opportunities for collaboration and shared leadership among all stakeholders to help students learn and advance improvement efforts.</li> <li>• The school district can demonstrate a high level of meaningful participation by stakeholder groups.</li> </ul>
<p>COMMITMENT TO CONTINUOUS IMPROVEMENT</p> <p><input type="checkbox"/> Not Evident</p> <p><input type="checkbox"/> Emerging</p> <p><input type="checkbox"/> Operational</p> <p><input type="checkbox"/> Highly Functional</p>	<ul style="list-style-type: none"> <li>• The school district has not developed a collaborative and ongoing process for improvement that aligns the functions of the school district with the expectations for student learning.</li> <li>• The school district cannot demonstrate progress in improving student performance and school district effectiveness.</li> <li>• New improvement efforts are not informed by the results of earlier efforts through reflection and assessment of the improvement process.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district is developing a collaborative and ongoing process for improvement that aligns the functions of the school district with the expectations for student learning.</li> <li>• Improvement efforts are being developed, but the school district cannot yet demonstrate progress in improving student performance and school district effectiveness.</li> <li>• New improvement efforts are somewhat informed by the results of earlier efforts through reflection and assessment of the improvement process.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district implements a collaborative and ongoing process for improvement that aligns most functions of the school district with the expectations for student learning.</li> <li>• Improvement efforts are sustained and the school district demonstrates progress in improving student performance and school district effectiveness.</li> <li>• New improvement efforts are informed by the results of earlier efforts through reflection and assessment of the improvement process.</li> </ul>	<ul style="list-style-type: none"> <li>• The school district fully implements a collaborative and ongoing process for improvement that aligns all functions of the school district with the expectations for student learning.</li> <li>• Improvement efforts are systemic, sustained, and fully embedded, and the school district demonstrates significant progress in improving student performance and school district effectiveness.</li> <li>• New improvement efforts are clearly informed by the documented results of earlier efforts through reflection and assessment of a highly sustained, continuous process of improvement.</li> </ul>

<b>Action Plan</b>	NAME OF SCHOOL HERE				
<b>School Improvement Goal #:</b>					
<b>Support Data</b> (Three sources used to select the goal) 1.  2.  3.	<b>Baseline/Post-Intervention Measures</b> <i>Norm-Referenced Assessments</i>		<b>Baseline/Post-Intervention Measures</b> <i>Non Norm-Referenced Assessments</i>		
Strategy/Intervention:  Objective: (optional)			Research Supporting This Intervention		
<b>Activities to Implement the Strategy/Intervention</b>	<b>Person(s) Accountable</b>	<b>Timeline</b> Beg                      End		<b>Resources</b>	<b>Staff Development Outcome</b>
<b>Consider using the topics below in identifying action areas:</b> 1. <i>Learners</i> 2. <i>Curriculum</i> 3. <i>Teachers</i> 4. <i>Classroom</i>					

# Performance Standards for Schools with Key Concepts

## Performance Standards

Continuous improvement that results in success for all learners should be the goal of every institution. The Improvement Journey for each institution may look different but should always include measures of quality of learning and instruction. The Performance Standards serve this purpose by providing a set of evaluative criteria that lays the foundation for improvement planning and implementation. Based on rigorous research and best practices, the Standards are a powerful tool for driving institutional change. The Performance Standards embody our belief that high-quality learning can transform lives, communities, and the world.

## Anatomy of the Performance Standards

The Standards, varying in number based on institution type, are organized under three Domains:

- Leadership Capacity
- Learning Capacity
- Resource Capacity

The Domains are statements that define the capacity of an organization or institution to provide quality and meet the rigorous demands of continuous improvement. Each Domain is further defined by Standards, which in turn, are defined by Key Concepts. The Performance Standards are research-based statements that describe conditions that are necessary for institutions to support organizational effectiveness and improve student performance. In addition to the Domains and accompanying Standards, Key Concepts are aligned to the Standards to help provide measurable progress and an overall assessment of practices. The Key Concepts are organized around the i3 themes of Initiate, Improve and Impact.

### Initiate

The first phase of the improvement journey is to **Initiate** actions to cause and achieve better results. The elements of the Initiate phase are defined as Engagement and Implementation. Engagement is the level of involvement and frequency stakeholders are engaged in the desired practices, processes, or programs within the institution. Implementation is the degree to which the desired practices, processes, or programs are monitored and adjusted for quality and fidelity of implementation. Standards identified within Initiate should become the focus of the institution's continuous improvement journey to move toward the collection, analysis and use of data to measure the results of engagement and implementation. A focus on enhancing the capacity of the institution in meeting the identified Standards has the greatest potential impact on improving student performance and organizational effectiveness.

### Improve

The second phase of the improvement journey is to gather and evaluate the results of actions to **Improve**. The elements of the **Improve** phase are defined as Results and Sustainability. Results represents the collection, analysis, and use of data and evidence to demonstrate attaining the desired result(s). Sustainability is results

achieved consistently to demonstrate growth and improvement over time (minimum of three years). Standards identified within Improve are those in which the institution is using results to inform their continuous improvement processes and using results over time to demonstrate the achievement of goals. The institution should continue t

## **Impact**

The third phase of achieving improvement is **Impact** where desired practices are deeply entrenched. The elements of the **Impact** phase are defined as Embeddedness. Embeddedness is the degree to which the desired practices, processes, or programs are deeply ingrained in the culture and operation of the institution. Standards identified within Impact are those in which the institution has demonstrated ongoing growth and improvement over time and has embedded the practices within the culture of the institution. Institutions should continue to support and sustain these practices that are yielding results in improving student achievement and organizational effectiveness.

Collectively, the elements of the Performance Standards serve as a road map for the continuous improvement process for institutions and as the foundation of the accreditation process used by Review Teams to provide relevant and quality feedback on how institutions are serving the learner.



# Performance Standards for Schools

## LEADERSHIP CAPACITY DOMAIN

**1.1 The institution commits to a purpose statement that defines beliefs about teaching and learning, including the expectations for learners.**

### **Key Concepts**

#### ***Initiate***

- The institution provides opportunities for representative internal and external stakeholder groups to build a commitment to the institution's purpose statement
- The institution implements a systematic process to review, communicate, monitor, and build commitment to its purpose statement

#### ***Improve***

- Purpose statement contains identified and measurable expectations for learners based on shared beliefs about teaching and learning
- Data are collected, analyzed and used to monitor measurable expectations for learners contained in the purpose statement
- Longitudinal results are analyzed to assess growth and improvement in the measurable learner expectations contained in the purpose statement over time

#### ***Impact***

- Beliefs stated in the purpose statement are demonstrated in behaviors and decision-making

**1.2 Stakeholders collectively demonstrate actions to ensure the achievement of the institution's purpose and desired outcomes for learning.**

### **Key Concepts**

#### ***Initiate***

- Actions demonstrated by all representative internal and external stakeholder groups to achieve the purpose
- Implementation of specific actions and decisions aligned to the institution's purpose

#### ***Improve***

- Process to collect, analyze and use data related to the achievement of the purpose
- Longitudinal results are analyzed to assess changes in and improvements of the actions implemented to achieve the institution's purpose

#### ***Impact***

- Intentional alignment of actions to the institution's purpose evident throughout the institution

**1.3 The institution engages in a continuous improvement process that produces evidence, including measurable results of improving student learning and professional practice.**

### **Key Concepts**

#### ***Initiate***

- Engagement of internal stakeholders in a data-driven and collaborative process for continuous improvement
- Development of a continuous improvement plan that contains specific goals, strategies, activities and measures based on identified needs from the review of multiple forms of data, including student achievement, perception, experience, and organizational data
- Defined processes for implementation, monitoring, and revision of the continuous improvement plan based on the analysis and use of data



### ***Improve***

- Ongoing collection, analysis, and use of data to measure results and outcomes related to the goals
- Results of the continuous improvement process consistently and clearly communicated to all representative internal and external stakeholder groups
  
- Longitudinal results are analyzed to assess results and outcomes of the goals in the continuous improvement plan to show progress over time

### ***Impact***

- Ongoing commitment to the success of the continuous improvement plan is evident throughout the institution (Embeddedness)

## **1.4 The governing authority establishes and ensures adherence to policies that are designed to support institutional effectiveness.**

### **Key Concepts**

#### ***Initiate***

- Governing authority and institution leadership engage in the ongoing and systematic development, review and revision of policies
- Process ensures ongoing and current compliance with all applicable laws and regulations and reflects best practice
- Governing authority holds itself accountable for committing to policies that ensure integrity, effective operations and improved student learning

#### ***Improve***

- Process to collect and use evidence to monitor and ensure adherence to policies is implemented by the institution and used to inform revisions to policy or practices
- Longitudinal data and evidence show adherence to policy and effectiveness of policy review and revision processes over time

#### ***Impact***

- Governing authority commits to the establishment and adherence to policies that promote the effective operations of the institution in improving student learning

## **1.5 The governing authority adheres to a code of ethics and functions within defined roles and responsibilities.**

### **Key Concepts**

#### ***Initiate***

- All governing authority members operate under a written code of ethics that identifies principles of conduct and ethical standards within the institution
- All governing authority members participate in ongoing professional learning (beyond statutory required trainings) to stay current and informed regarding applicable laws, regulations, and organizational best practices
- Policies clearly identify and actions support the legal and organizational roles and responsibilities of the governing authority
- Policies and practices provide institution leadership the autonomy for day-to-day operations of the institution

#### ***Improve***

- Processes to collect and use evidence to evaluate the governing authority's adherence to the code of ethics and roles and responsibilities
- Longitudinal data provide evidence of the governing authority's ongoing adherence to the code of ethics and roles and responsibilities over time

#### ***Impact***

- Decisions made by the governing authority consistently reflect actions aligned to the code of ethics and legal and organizational roles and responsibilities



**1.6 Leaders implement staff supervision and evaluation processes to improve professional practice and organizational effectiveness.**

**Key Concepts**

***Initiate***

- All staff members participate in the supervision and evaluation processes
- Supervision and evaluation processes for all staff members are documented, includes specific criteria for quality performance, and provides ongoing feedback to improve professional practice
- Evaluators have the knowledge, expertise, and training to implement the supervision and evaluation processes with quality and fidelity

***Improve***

- Results of supervision and evaluation processes are analyzed and used to inform organizational professional practices and ensure student learning
- Analysis of longitudinal results provide evidence of the ongoing implementation and use of data from supervision and evaluation processes improved professional practice and student learning

***Impact***

- Evaluation and supervision for the improvement of professional practice is a routine and expected practice within the organization

**1.7 Leaders implement operational processes and procedures to ensure organizational effectiveness in support of teaching and learning.**

**Key Concepts**

***Initiate***

- All staff use documented standard operating procedures (SOPs) and practices related to the policy and general organizational operational processes
- SOPs are implemented, monitored and adjusted to ensure effective and efficient operations

***Improve***

- Data are analyzed and used to evaluate effectiveness and inform the review and revision of SOPs
- Longitudinal data and evidence from the analysis of SOPs show growth and improvement in effective and efficient implementation of routine operations

***Impact***

- All staff consistently hold each other accountable to the adherence and application of SOPs to ensure effective and efficient routine

**1.8 Leaders engage stakeholders to support the achievement of the institution's purpose and direction.**

**Key Concepts**

***Initiate***

- The institution regularly engages multiple internal and external stakeholder groups, including staff, students, parents, community members, and governmental and educational policy groups to support the achievement of the institution's purpose
- Engagement of stakeholders includes opportunities that provide two-way communication and active and meaningful participation
- Engagement strategies result in measurable and active participation of all representative internal and external stakeholder groups

***Improve***

- Data are collected, analyzed and used to determine the effectiveness of stakeholder engagement strategies
- Longitudinal results of stakeholder engagement strategies indicate improvement and growth in the engagement of stakeholders to support the achievement of the institution's purpose

***Impact***

- Active engagement of stakeholders is valued, supported and expected throughout the institution



## **1.9 The institution provides experiences that cultivate and improve leadership effectiveness.**

### **Key Concepts**

#### ***Initiate***

- Opportunities to lead are provided for multiple stakeholders, including staff, students, and parents or community members
- Capacity for internal leadership is built through the implementation of formalized opportunities for ongoing modeling, coaching or leadership activities

#### ***Improve***

- Data are collected, analyzed and used to monitor the effectiveness of leadership activities
- Longitudinal data and results are used to indicate improvements and growth in providing experiences for multiple stakeholder groups to lead

#### ***Impact***

- A collaborative culture that includes opportunities for shared leadership is supported, developed and protected by leaders and other stakeholders

## **1.10 Leaders collect and analyze a range of feedback data from multiple stakeholder groups to inform decision-making that results in improvement.**

### **Key Concepts**

#### ***Initiate***

- Feedback is collected consistently and regularly from all representative internal and external stakeholder groups and reflects participation of the institution population and demographics
- Feedback collection methods ensure validity and reliability of the data and processes are implemented by internal stakeholders to review and analyze the data

#### ***Improve***

- Analysis and use of feedback data inform the continuous improvement process, guide actions and decision-making and are used to measure stakeholder perceptions and beliefs
- Longitudinal feedback results are analyzed to examine trends in stakeholder perceptions and to indicate growth and improvement in those areas linked to goals and strategies in the continuous improvement process

#### ***Impact***

- Stakeholders expect and respond to the institution's practices to provide regular and consistent communication

# Performance Standards for Schools

## LEARNING CAPACITY DOMAIN

### 2.1 Learners have equitable opportunities to develop skills and achieve the content and learning priorities established by the institution.

#### Key Concepts

##### *Initiate*

- Personalized and equitable learning opportunities are provided for all learners to develop skills and achieve content and learning priorities
- Implementation of instructional strategies is monitored and adjusted to ensure all learners have personalized and equitable learning opportunities to develop skills and achieve content and learning priorities

##### *Improve*

- Data are collected, analyzed and used to measure results and improve equitable opportunities for learners to develop skills and achieve content and learning priorities (Results)
- eProve™ Effective Learning Environments Observation Tool® (eleot®) data
  - A1. Learners engage in differentiated learning opportunities and/or activities that meet their needs
  - A2. Learners have equal access to classroom discussions, activities, resources, technology and support
  - B2. Learners engage in activities and learning that are challenging but attainable
  - B3. Learners demonstrate and/or are able to describe high-quality work
  - D3. Learners are actively engaged in the learning activities
  - D4. Learners collaborate with their peers to accomplish/complete projects, activities, tasks and/or assignments
  - E1. Learners monitor their own learning progress or have mechanisms whereby their learning progress is monitored
- Longitudinal results are used to demonstrate growth and improvement in providing equitable opportunities for students to develop skills and achieve content and learning priorities

##### *Impact*

- Personalized and equitable learning opportunities are embedded and supported throughout the institution

### 2.2 The learning culture promotes creativity, innovation and collaborative problem-solving.

#### Key Concepts

##### *Initiate*

- All learners engage in projects and inquiry-based activities across courses and subjects
- Educators implement specific actions and instructional activities to ensure learner engagement and development of creative, innovative, and problem-solving skills
- The institution executes processes to monitor the quality of the implementation of learning experiences that promote creativity, innovation and collaborative problem solving

##### *Improve*

- Data are collected, analyzed and used to measure the development of creativity, innovation and problem-solving of learners
- eleot® data
  - A4. Learners demonstrate and/or have opportunities to develop empathy/respect/appreciation for differences in abilities, aptitudes, backgrounds, cultures, and/or other human characteristics, conditions and dispositions
  - B2. Learners engage in activities and learning that are challenging, but attainable
  - B4. Learners engage in rigorous coursework, discussions, and/or tasks that require the use of higher-order thinking (e.g., analyzing, applying, evaluating, synthesizing)
  - D2. Learners make connections from content to real-life experiences
  - D4. Learners collaborate with their peers to accomplish/complete projects, activities, tasks and/or assignments



- G2. Learners use digital tools/technology to conduct research, solve problems, and/or create original works for learning
- G3. Learners use digital tools/technology to communicate and/or work collaboratively for learning
- Longitudinal results demonstrate growth and improvement in the development of creativity, innovation, and problem solving of learners

**Impact**

- Educators demonstrate shared beliefs about learner engagement and development of creative, innovative, and problem-solving skills in all courses and subjects

**2.3 The learning culture develops learners' attitudes, beliefs and skills needed for success.**

**Key Concepts**

***Initiate***

- All learners are provided opportunities to develop communication skills, dispositions toward learning, experiences that teach self-direction and monitoring of their own learning progress
- Implementation of instructional strategies provide numerous experiences for learners to develop communication skills, self-direction, and monitor their own learning progress

***Improve***

- Data are collected, analyzed and used to assess the learning culture of the institution and the effectiveness of actions implemented to develop learners' attitudes, beliefs and skills needed for success
- eleot® data
  - B3. Learners demonstrate and/or are able to describe high-quality work
  - D1. Learners' discussions/dialogues/exchanges with each other and the teacher predominate
  - D4. Learners collaborate with their peers to accomplish/complete projects, activities, tasks and/or assignments
  - E1. Learners monitor their own learning progress or have mechanisms whereby their learning progress is monitored
  - E2. Learners receive/respond to feedback (from teachers/peers/other resources) to improve understanding and/or revise work
  - E3. Learners demonstrate and/or verbalize understanding of the lesson/content
  - F1. Learners speak and interact respectfully with teacher(s) and each other
  - G2. Learners use digital tools/technology to conduct research, solve problems and/or create original works for learning
  - G3. Learners use digital tools/technology to communicate and/or work collaboratively for learning
- Longitudinal data demonstrated improvements of the institution's learning culture and the effectiveness of actions implemented in improving the development of learners' attitudes, beliefs and skills needed for success

**Impact**

- Commitment to shared beliefs and actions for developing learners' communication skills and dispositions toward learning are consistently practiced by all stakeholders throughout the institution

**2.4 The institution has a formal structure to ensure learners develop positive relationships with and have adults/peers who support their educational experiences.**

**Key Concepts**

***Initiate***

- All learners interact with their adult advocate and peers for the purpose of developing relationships and having support for their educational experiences
- The institution implements and monitors a formal structure that has clearly defined activities, resources, and time for learners to develop positive relationships with adults and peers

***Improve***

- Data are collected, analyzed, and used to determine the effectiveness of the program to ensure learners develop positive relationships with adults and peers that support their educational experiences



- eleot® data
  - A3. Learners are treated in a fair, clear and consistent manner
  - A4. Learners demonstrate and/or have opportunities to develop empathy/respect/appreciation for differences in abilities, aptitudes, backgrounds, cultures, and/or other human characteristics, conditions and dispositions
  - B5. Learners take responsibility for and are self-directed in their learning
  - C1. Learners demonstrate a sense of community that is positive, cohesive, engaged and purposeful
  - C3. Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks
  - C4. Learners demonstrate a congenial and supportive relationship with their teacher
  - F1. Learners speak and interact respectfully with teacher(s) and each other
- Longitudinal data and evidence from the implementation of formal structures demonstrate learners' improvements in the development of positive relationships with adults and peers that support their educational experiences

**Impact**

- Commitment to and consistent actions by staff and students related to the development of positive relationships occur throughout the institution

**2.5 Educators implement a curriculum that is based on high expectations and prepares learners for their next levels.**

**Key Concepts**

***Initiate***

- All educators implement the curriculum developed and adopted by the institution
- Processes are used to monitor the quality and fidelity of the implementation of the adopted curriculum across the institution

***Improve***

- Data are collected, analyzed, and used to evaluate the quality and effectiveness of the curriculum to meet the institution's learning expectations, and student preparedness for the next level and to provide data for potential revisions to the curriculum
- eleot data
  - B2. Learners strive to meet or are able to articulate the high expectations established by themselves and/or the teacher
  - B3. Learners demonstrate and/or are able to describe high-quality work
  - C3. Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks
  - E3. Learners demonstrate and/or verbalize understanding of the lesson/content
- Longitudinal data and results provide evidence of the effectiveness of the implementation of the curriculum and the institution's curriculum revision process

**Impact**

- All educators inherently understand, practice, and protect both the institution's curriculum and commitment to its learning expectations

**2.6 The institution implements a process to ensure the curriculum is aligned to standards and best practices.**

**Key Concepts**

***Initiate***

- All educators are engaged in a process to align curriculum to standards and best practice
- Systematic process is implemented to ensure the written curriculum is aligned to a recognized and rigorous set of standards and is implemented with quality and fidelity

***Improve***

- Data are collected, analyzed, and used to evaluate the curriculum to ensure the curriculum is aligned to expectations and results in learner achievement of the learning expectations



- eleot® data
  - B2. Learners strive to meet or are able to articulate the high expectations established by themselves and/or the teacher
  - B3. Learners demonstrate and/or are able to describe high-quality work
  - C3. Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks
  - E3. Learners demonstrate and/or verbalize understanding of the lesson/content
- Longitudinal data and evidence indicates ongoing implementation of a process to ensure the curriculum is aligned to standards and best practice and results in learner achievement of the learning expectations

**Impact**

- All instructional staff directly and indirectly responsible for the curriculum protect and hold each other accountable for its consistent application across all classrooms and content areas

**2.7 Instruction is monitored and adjusted to meet individual learners' needs and the institution's learning expectations.**

**Key Concepts**

***Initiate***

- All educators are engaged in the monitoring and adjusting of instruction to meet individual learners' needs and the institution's learning expectations
- Processes are executed to monitor and adjust the implementation of instruction and ensure quality and fidelity of instructional practices to meet learners' needs

***Improve***

- Data are collected and analyzed to identify improvements in student learning based on the use of data to monitor and adjust instruction
- eleot® data
  - A1. Learners engage in differentiated learning opportunities and/or activities that meet their needs
  - B2. Learners engage in activities and learning that are challenging but attainable
  - C3. Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks
- Longitudinal data from instructional monitoring processes demonstrate improvements to student learning and changes to instructional practices based on the use of data over time

**Impact**

- The use of data to meet the individual learner's needs is actively supported and practiced by all educators

**2.8 The institution provides programs and services for learners' educational futures and career planning.**

**Key Concepts**

***Initiate***

- All learners are engaged in programs and services to identify interests that will enable future educational and career planning
- Implementation and monitoring of formal programs and services to support educational/career interests, student planning for success at the next level, and development of individual learner goals for educational and career planning

***Improve***

- Data are collected, analyzed and used to evaluate the effectiveness of programs and services for students' educational futures and career planning in meeting learner needs
- eleot® data
  - C1. Learners demonstrate a sense of community that is positive, cohesive, engaged and purposeful
  - C3. Learners are supported by the teacher, their peers and/or resources to understand content and accomplish tasks
  - D2. Learners make connections from content to real-life experience
  - E1. Learners monitor their own learning progress or have mechanisms whereby their learning progress is monitored
  - G3. Learners use digital tools/technology to conduct research, solve problems, and/or create original works for learning

- Longitudinal data and evidence show growth and improvement in students' educational futures and career planning based on the implementation of quality programs and services

**Impact**

- Planning for educational futures and careers is embedded in programs and activities across all areas of the institution

**2.9 The institution implements processes to identify and address the specialized needs of learners.**

**Key Concepts**

**Initiate**

- Educators are involved in the identification of students who might need specialized services, programs or resources
- The institution implements and coordinates programs, services, and resources to address learners' needs in the social, emotional, developmental, and academic areas and monitors and adjusts to ensure quality implementation

**Improve**

- Data are collected, analyzed, and used to monitor and adjust services and to evaluate the effectiveness of programs and services in meeting the specialized needs of learners
- eleot® data
  - A1. Learners engage in differentiated learning opportunities and/or activities that meet their needs
  - A4. Learners demonstrate and/or have opportunities to develop empathy/respect/appreciation for differences in abilities, aptitudes, backgrounds, cultures, and/or other human characteristics, conditions and dispositions
  - C3. Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks
  - E2. Learners receive/respond to feedback (from teachers/peers/other resources) to improve understanding and/or revise work
- Longitudinal data and evidence show growth and improvement in meeting the specialized social, emotional, developmental, and academic needs of learners based on the implementation processes for identification and provision of services

**Impact**

- Staff demonstrate consistent commitment and aligned actions to meet the specialized social, emotional, developmental and academic needs of individual students across the institution

**2.10 Learning progress is reliably assessed and consistently and clearly communicated.**

**Key Concepts**

**Initiate**

- All educators consistently and frequently communicate learning progress to appropriate stakeholders, including the learner, in clear and understandable language and formats
- Processes are executed to monitor the implementation of the common grading practices aligned to specific criteria that represent attainment of content knowledge and skills across all classrooms and programs

**Improve**

- Formative and summative data are collected, analyzed, and used to monitor learning progress and the implementation of the common grading practices across all classrooms and programs
- eleot® data
  - B3. Learners demonstrate and/or are able to describe high quality work
  - E1. Learners monitor their own learning progress or have mechanisms whereby their learning progress is monitored
  - E3. Learners demonstrate and/or verbalize understanding of the lesson/content
  - E4. Learners understand and/or are able to explain how their work is assessed
- Longitudinal data and evidence demonstrate improvements in assessing and reporting learning based on the implementation of clear criteria, use of formative and summative data, and communication processes

### ***Impact***

- Educators consistently support and protect grading and assessment practices that represent attainment of content knowledge and skills across all classrooms and programs

## **2.11 Educators gather, analyze, and use formative and summative data that lead to demonstrable improvement of student learning.**

### **Key Concepts**

#### ***Initiate***

- All educators are engaged in processes to use formative and summative data to improve student learning for individual and collective groups of students
- Processes are used by educators to monitor and verify learners' progress toward meeting learning expectations and modify instruction to transform learning experiences for students

#### ***Improve***

- Instructional staff analyze and use student learning data to monitor the effectiveness of changes in their instructional practices and improve and verify individual student progress toward meeting learning expectations
- Longitudinal data provide evidence of ongoing improvements to instructional practices and improvement in student learning based on data-driven changes to instructional practice

#### ***Impact***

- Educators in all classrooms and instructional programs commit to and demonstrate their consistent use of data to verify learner progress and modify instructional practices to improve student learning (Embeddedness)

## **2.12 The institution implements a process to continuously assess its programs and organizational conditions to improve student learning.**

### **Key Concepts**

#### ***Initiate***

- Staff members are involved in the institution's formalized cycle and timeline to evaluate all academic and organizational programs and services
- The institution implements formative evaluations (e.g., action research, program evaluation) to improve and refine its programs, practices, and organizational conditions that impact student learning

#### ***Improve***

- Data from evaluations of programs and services are used to improve the quality and fidelity of the implementation of programs and services and inform decision-making regarding the effectiveness of the programs and services in improving student learning and organizational effectiveness
- Evaluation processes include ongoing and systemic analysis and use of trend and comparison data related to student learning and organizational programs and services
- Longitudinal results of the evaluation of programs and services demonstrate ongoing implementation of evaluations of multiple programs and services and evidence of the use of that data for decisions regarding programs and services

#### ***Impact***

- The institution demonstrates actions of embodying a data-driven culture for decisions regarding academic and organizational programs and services

## Performance Standards for Schools

### RESOURCE CAPACITY DOMAIN

#### 3.1 The institution plans and delivers professional learning to improve the learning environment, learner achievement, and the institution's effectiveness.

##### Key Concepts

###### *Initiate*

- All staff participate in relevant and job-embedded professional learning to improve professional practice
- Professional learning activities are planned and delivered based on data-driven needs assessments and data aggregated from supervision and evaluation processes to improve student learning and organizational effectiveness
- The institution's professional learning activities are monitored and adjusted to ensure staff have sufficient and quality opportunities to apply the intended learning

###### *Improve*

- Data are collected, analyzed, and used to assess the effectiveness of professional learning activities to improve professional practice, content and pedagogical knowledge, and organizational effectiveness
- Longitudinal results from the evaluation of professional learning activities indicate improvements to professional practice, content and pedagogical knowledge, and organizational effectiveness over time

###### *Impact*

- Relevant and job-embedded professional learning is an expectation and a regular practice across the institution and is supported with time and fiscal resources

#### 3.2 The institution's professional learning structure and expectations promote collaboration and collegiality to improve learner performance and organizational effectiveness.

##### Key Concepts

###### *Initiate*

- All professional staff participate in structured and ongoing collaborative learning communities
- Process to monitor the collaborative learning communities' engagement in activities to analyze and use data to improve student learning and provide training, resources, and time

###### *Improve*

- Data are collected, analyzed, and used to monitor and assess the effectiveness of the collaborative learning structures to improve student learning and professional practice
- Longitudinal data and evidence show improvements in the effectiveness of collaborative learning communities and demonstrate improvements and growth in student learning and professional practice over time

###### *Impact*

- A culture of collaboration is established, promoted, and protected to improve learner performance and organizational effectiveness

#### 3.3 The institution provides induction, mentoring, and coaching programs that ensure all staff members have the knowledge and skills to improve student performance and organizational effectiveness.

##### Key Concepts

###### *Initiate*

- New staff and all other appropriate staff members participate and engage in structured and ongoing formal mentoring, induction, coaching and modeling programs, and opportunities
- Mentoring, induction, and instructional coaching activities are implemented and monitored to ensure quality and fidelity in achieving the purpose of the programs and activities in improving professional practice and student learning



### **Improve**

- Data are collected, analyzed, and used to examine the impact of the mentoring, induction, and coaching programs on improving student learning and professional practice
- Longitudinal results demonstrate growth and improvements in student learning and professional practice based on the implementation of mentoring, induction, and coaching

### **Impact**

- Support and guidance from mentors, coaches, peers, and/or leaders about observations, lesson plans, instructional delivery, student learning, and organizational norms is an embedded practice of the institution's culture

## **3.4 The institution attracts and retains qualified personnel who support the institution's purpose and direction.**

### **Key Concepts**

#### **Initiate**

- Leaders engage in ongoing processes to identify staffing needs and retain qualified staff
- Formal processes are implemented to identify personnel needs, including an assessment of talent, qualifications and sufficient numbers to ensure learner's needs are met
- Formal processes and actions are implemented and monitored to attract, recruit, and retain qualified personnel who meet the needs of the institution and the learners

#### **Improve**

- Data are collected, analyzed, and used to evaluate the effectiveness of processes implemented to recruit and retain qualified staff
- Longitudinal data and evidence indicate growth and improvements to the recruitment and retention of qualified staff based on the implementation of processes and strategies

#### **Impact**

- All staff commit and demonstrate actions related to building a culture that supports the recruitment and retention of qualified staff (Embeddedness)

## **3.5 The institution integrates digital resources into teaching, learning, and operations to improve professional practice, student performance, and organizational effectiveness.**

### **Key Concepts**

#### **Initiate**

- All staff are engaged in the integration and planning for the use of digital resources into teaching, learning, and operations
- Processes are implemented to ensure the use of digital resources are integrated into the teaching, learning and operations
- Processes are implemented to provide sufficient human, material, and fiscal support for the integration of digital resources into teaching, learning and operations

#### **Improve**

- Job-embedded training and support is implemented for all staff to use appropriate digital resources that are aligned to their role in the organization, with training monitored and adjusted as needed
- Data are collected, analyzed, and used to evaluate the use of digital resources for improving organizational effectiveness and student learning
- eleot® data
  - G 1. Learners use digital tools/technology to gather, evaluate, and/or use information for learning
  - G 2. Learners use digital tools/technology to conduct research, solve problems, and/or create original works for learning
  - G 3. Learners use digital tools/technology to communicate and/or work collaboratively for learning
- Longitudinal data and evidence demonstrate the effective processes for operational practices and digital resources and results of the use of digital resources to improve teaching, learning, and/or operations

#### **Impact**

- All staff commit to and demonstrate actions to integrate digital resources throughout the institution to improve student learning and organizational effectiveness



**3.6 The institution provides access to information resources and materials to support the curriculum, programs, and needs of students, staff, and the institution.**

**Key Concepts**

***Initiate***

- All students and staff access the institution's information resources and materials that support their needs, interests, and the teaching and learning programs
- Implementation of processes to ensure the acquisition of resources and materials align to the curricular and instructional programs and support the needs of staff and students

***Improve***

- Data are collected, analyzed, and used to determine the effectiveness and quality use of the resources and materials provided to support institutional programs and guide decision-making regarding resources
- Longitudinal data and evidence demonstrate the ongoing quality and effectiveness of the use of resources and materials to support instruction and student and staff needs and interests

***Impact***

- A commitment to access and use quality resources and materials throughout the institution to support the curriculum, programs, and student and staff needs and interests

**3.7 The institution demonstrates strategic resource management that includes long-range planning and use of resources in support of the institution's purpose and direction.**

**Key Concepts**

***Initiate***

- Leadership and representatives of other key stakeholder groups are engaged in the process of planning for strategic resource management
- Formal planning processes are developed for long-range resource management, including financial projections, enrollment projections and/or demographic shifts, and facility planning (including maintenance and upgrades to existing facilities)
- Processes to monitor the implementation of the long-range plans and revisions to long-range plans based on internal data or changes in external factors such as funding or demographics

***Improve***

- Data are collected, analyzed, and used to evaluate the implementation of the long-range plans in achieving desired results and contributing to the effective stewardship of institution resources
- Longitudinal data and evidence demonstrate the impact of implementation of long-range planning to effectively manage resources

***Impact***

- Leadership and the governing authority demonstrate their support for and belief in the institution's purpose and long-range plans by committing to effectively manage and use its resources

**3.8 The institution allocates human, material, and fiscal resources in alignment with the institution's identified needs and priorities to improve student performance and organizational effectiveness.**

**Key Concepts**

***Initiate***

- All staff have the opportunity to provide input into the identification of necessary resources that align with the institution's goals and priorities
- Processes are executed with quality and fidelity to ensure human, material, and fiscal resources are aligned, allocated, and used based on identified needs and key priorities

***Improve***

- Data are collected, analyzed, and used to assess the impact of the use of resources in meeting the identified goals and key priorities of the continuous improvement plan to determine return on investment
- Longitudinal data and evidence demonstrate the impact of the use of resources on the achievement of the identified goals and key priorities of the continuous improvement plan

***Impact***

- Resource allocations are consistently aligned to the identified goals and key priorities of the institution and their use is strongly protected





Q-34225-B6K2

Expiration Date: Mar 26, 2021

Prepared for:

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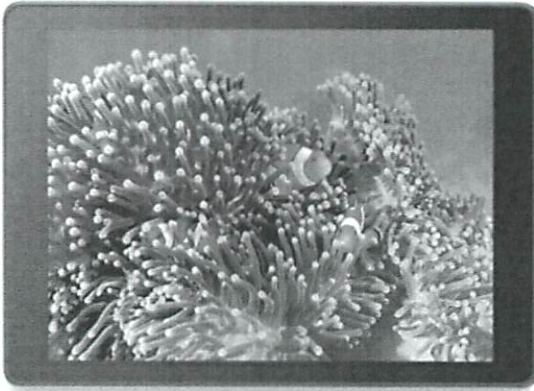


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Q-35875-H1J0

Expiration Date:

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QUOTE PRODUCT	PRICE	QTY	SUBTOTAL
<b>Asus CT100PA Tablet and Google Management</b>	\$335.00	90	\$30,150.
ASUS CT100PA-YS02T Dark Grey, 9.7" Touch Screen, Rockchip 3399, 4GB RAM, 32GB EMMC Storage	\$0.00	1	\$0.
LICENSE, GOOGLE CHROME OS MANAGEMENT CONSOLE, EDUCATION, CROSSWDISEDUNEW	\$0.00	1	\$0.
<b>WARRANTY OPTIONS</b>			
<input type="checkbox"/> 3yr Wrty+3yr ADP+No Onsite	\$65.00	90	\$5,850.
<input type="checkbox"/> 3yr Wrty+ No Onsite	\$49.00	90	\$4,410.

Subtotal                    **\$30,150.00**

Tax                                **\$0.00**

**Total                            \$30,150.00**

More info on Tablet Model here: <https://www.asus.com/us/Mobile/Tablets/Chromebook-Tablet/ASUS-Chromebook-Tablet-CT100/>

**Start signing**



**SALES QUOTATION**

**Quote No.** Q-00378852  
**Ref. No.** BSD - Asus CB Tablet CT100

**Date** 3/8/2021  
**Exp. Date** 4/7/2021

**Sterling Account Manager**

Angie Sexton  
303 Centennial Dr  
North Sioux City, SD 57049  
P: (605) 242-4011  
F: (605) 242-4001  
angie.sexton@sterling.com

**Customer Information**

Bayard Secondary School  
Jenny Gier  
East 8th St, Box 607  
Bayard, NE 69334-0607  
P: (308) 586-1211  
jenny.gier@bayardtigers.org

<b>Terms</b> Net 30	<b>FOB</b> Destination	<b>Contract</b> Open Market	<b>Lead Time</b> 60 Days ARO
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Line No.	QTY	Part Number	Description	Unit Price	Extension
1	1	CT100PA-YS02T	Asus Chromebook CT100 CT100PA-YS02T Chromebook Tablet - 9.7" - 4 GB RAM - 32 GB Storage - Chrome OS - Black	\$297.77	\$297.77

**TOTAL \$ 297.77**

**Quotation Comments**

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: 06AP0 | DUNS: 938836541  
TIN: 95-4634907 | F-23 12/09

x 90  
\$26799.30

Lowest Cost Quote

## **Obsolete Devices to Sell/Dispose of:**

Lenovo N22 and N23 Chromebooks:

Age: 5 years

Cost \$25

All devices were operational when decommissioned. All devices are purchased AS IS, NO GUARANTEES! The expected lifespan for a mobile device is 5 years, these devices are at the end of that life span. BPS is not responsible for the functionality of the device, its battery or charger.

iPad Devices:

Age: 4-6 years.

Cost: \$40

All devices were operational when decommissioned. All devices are purchased AS IS, NO GUARANTEES! The expected lifespan for a mobile device is 5 years, these devices are at the end of that life span. BPS is not responsible for the functionality of the device, its battery or charger.

As of March 19, 2021 we have:

iPad Air's - approximately 101 (that number may go up or down depending on how many devices we need to replace for the staff)

iPads - 20

Chromebooks: 60

### **Suggested Buy-Back Procure to be approved by the Board of Education:**

Mobile devices that have met their life expectancy of 3-5 years may be sold to the public in accordance with board policy.

### **Planned Sales Procedure:**

#### **Staff devices:**

Staff members who have worked for BPS at least 5 years, have signed a contract to return the next year (or have taken retirement), and have had their laptop replaced due to age, are eligible to purchase the device taken out of circulation for \$100.

iPads/mobile devices can be purchased for \$40 for devices 5 years old or older.

Devices under 5 years of age are not eligible for purchase. Devices not purchased by the staff members may be reallocated for use in the district or sold to the public via the lottery system outlined below.

The device will be sold "as is" with no return policy. Prior to sale the device will be factory reset - all data will be erased.

#### **Student/other devices:**

BPS will hold a lottery for staff and students to purchase a used device for a low cost.

You can enter your name into the lottery by completing this google form:

<https://forms.gle/12W7gHhh7ieQ9std9> . If you cannot open the link you can reply to the Remind message announcing this lottery with your name, phone number and the name of the student attending BPS. There is a limit to 1 entry and 1 device per household (if a staff member is purchasing a staff device, they may not enter the lottery until round 2). If there are devices left over, a second lottery will be held and the new lottery will be open to any resident in the Bayard school district. You will have the option of choosing which device you would like to purchase or you can enter for a choice of either device. Names will be randomly selected from the list and contacted by phone.

# GERING VALLEY

## PLUMBING & HEATING

For All Your Plumbing, Heating & Air Conditioning Needs

1100 10<sup>th</sup> Street  
Gering, NE 69341

P.O. Box 177  
Phone (308) 436-4622  
Fax (308) 436-3227

### Proposal

April 2, 2021

Bayard Grade School  
726 4<sup>th</sup> Ave  
Bayard, Ne 69334

We hereby submit specifications and estimates for: **New walk-in freezer.**

**Above to include removal and disposal of old walk-in freezer, installation of new concrete pad with ramp, new 10' wide 16' long 8' tall walk-in freezer, rubber roof membrane, remote condenser section, single evaporator, copper line set, control wiring, line voltage electrical, defrost clock, 404-a, condensate drain with heater and all other parts and labor needed to complete installation of new walk-in freezer.**

**Total Investment \$39,500 (Thirty-Nine Thousand, Five Hundred Dollars and NO Cents)**

All quotes subject to Nebraska sales tax.

**Payment to be made as follows:** Payment in full upon completion.

We accept Visa, MasterCard and Discover.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to local codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

**Acceptance of proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_





Bayard Elementary  
Quote Prepared by Marlyn Schultz  
09/16/2020



# PROPOSAL

## Account Information

<b>Bill To:</b>	BAYARD PUBLIC SCHOOLS P O BOX 607 BAYARD NE USA 69334
<b>Quote Reference Number:</b>	1-13ULPDDJ
<b>Project Name:</b>	Bayard Elementary
<b>Site:</b>	BAYARD JUNIOR AND SENIOR HIGH SCHOOL 726 4TH AVE BAYARD NE 69334-2065
<b>Branch Info:</b>	JOHNSON CONTROLS CHEYENNE FT. COLLINS CB - 0N49
<b>Attn:</b>	Travis Miller

## Customer Information

**Name:** Travis Miller

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$45,149.86

This proposal is valid through: 10/15/2020

**BAYARD PUBLIC SCHOOLS**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Proposal Overview

- Benefits/Scope of Work:** Replacement of walk in freezer at Elementary school.  
Quote includes removal of existing walk in and condensing unit, removal of existing cement 16' x 20' and pour new back to a 4" above existing pad,  
Install new freezer cooler and refrigeration equipment.  
Provide electrical to new unit from existing building.  
Install new refrigeration and check out operation.  
New freezer walk-in is 18' x 8' x 6" x 8'  
This gives you 6' longer walk in same width and height.
- Exclusions:**
- 1.Labor or material not specifically described above is excluded from this proposal.
  - 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
  - 3.Applicable taxes or special freight charges are excluded from this proposal

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### **TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/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. 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. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. 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.

**6. 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: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) 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 proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that

Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls 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. Customer is responsible to 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.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal 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, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**18. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

**19. SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**21. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

April 9, 2021

**QUOTE NUMBER: Q2102072**

**RON PAUL**

Rasmussen Mechanical Services  
7200 Gibbon Road  
Gibbon, NE 68840

**TRAVIS MILLER**

BAYARD PUBLIC SCHOOLS  
726 4TH AVENUE  
BAYARD, Nebraska  
69334

**Proposal**

**Subject: Elementary School Outdoor Freezer**

**Travis Miller,**

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

**Inclusions:**

- This Proposal is for a NORLAKE Walk in Freezer: Dimensions are 18' long, 8' wide, 8'6" high with floor.
- Outdoor Walk-in includes Flat White Membrane Roof with Trim.
- 36" x 78" Walk-in Door left-hand swing. Includes door closer, cam lift hinges ,deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, Heated Air Vent, Combination digital thermometer and switch w/pilot light.
- 4-year extended compressor warranty, 18-month labor/service warranty.
- New Concrete Pad for Freezer Base.
- Material & Labor for a complete installation.
- Start-up & Commissioning once installation is complete.

**Exclusions:**

- Electrical Power Wiring. (by owner as we are not sure of location of the freezer)

**Price**

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

***FORTY EIGHT THOUSAND NINE HUNDRED SIX DOLLARS & 00/100....\$48,906.00***

## Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$12,227
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

**Ron Paul**

### Rasmussen Mechanical Services

**Phone:** 308.234.9023 ex. 515/516

**Mobile:** +1 4022505799

**Email:** ron.paul@rasmech.com

**Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls**

**Confidentiality Note:** This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

**Buyer's Acceptance**

**Approved by Seller**

---

Authorized Signature for: BAYARD PUBLIC  
SCHOOLS

---

Rasmussen Mechanical Services

---

Date of Acceptance

**QUOTE NUMBER: Q2102072**

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Date of Acceptance



**To:**  
 Bayard School Lunch Program  
 Travis Miller  
 726 4th Ave.  
 Bayard, NE 69334  
 308-586-1325 (Contact)

**Project:**  
 Bayard School Lunch Program

**From:**  
 Cash-Wa Distributing Co.  
 Randy Kratochvil  
 401 West 4th Street  
 Kearney, NE 68848  
 800-652-0010 EXT. 7241  
 FAX (308) 234-4372

Customer 809014

Job Reference Number: 9165

Item	Qty	Description	Sell	Sell Total
<u>1</u>	1 ea	<b>WALK IN FREEZER WITH REFRIGERATION</b> Nor-Lake Model No. FINELINE WALK-IN Fineline™ Walk-in Outdoor Freezer, Custom, 4" thick panels (or optional 5" thick) with CFC-free & HCFC-free HFC-245fa polyurethane insulation, includes 30" or 36" door (same price) with NL9800 deadbolt locking handle with independent key/padlock with inside safety release, (2) cam-lift hinges (one NL2400 adjustable spring loaded hinge), sweep gasket, spring actuated door closer, perimeter heater wire, digital thermometer, light on door section & switch with pilot light, floorless units typically include coved sealers & door slam braces, other available options include multiple rooms with partitions in various heights & lengths, metal surface options, NSF & UL for electrical rating & flame spread rating of 25 18' 0" Long X 18' 0" Wide X 7'7" High (1) E1LD0166B-TE2/(1)MSLD050AB Refrigeration System. NOTE: ALL Electrical Requirements 4 Year Extended Compressor Warranty, 3.5-5HPS 18 Month Labor/Service Warranty Standard 15 Year Walk-in Panel Warranty Standard 1 Year Replacement Parts Warranty Outdoor Walk-in includes Flat White Membrane Roof with Trim 36" X 78" Walk-in Door Left Hand Swing, includes Door Closer 36" High Exterior 1/8" Aluminum Diamond Tread, Door and Frame Mounted Kickplates 36" High Interior 1/8" Aluminum Diamond Tread, Door and Frame Mounted Kickplates Door Rain Hood Fits 36" Door 36" Interior Ramp with Non-Skid Strips Extra Hinge St. Ft. of 3/4" CDX Plywood Subfloor for Freezer Beam W8 X 18 with (2) Posts for Outdoor Use (1) E1LD0166B-TE2/(1) MSLD050AB 5HP Cond Unit 208-230/60/1 NOTE: All Electrical Requirements 3-48" LED Vapor-proof All Temperature Integrated Light Fixture (Shipped Loose)	\$30,300.00	\$30,300.00
	1 ea	FINE LINE WALK-IN FREEZER Spec Sheets <b>NOTE: ALL Electrical Requirements.</b>		

Item	Qty	Description	Sell	Sell Total
	1 ea	Outdoor walk-ins shipping to the state of Florida or any other area requiring hurricane wind load ratings are NOT INCLUDED in the Fine-Line™ program, please contact factory for pricing		
	1 ea	Contact factory regarding lead times on walk-ins shipping to California, Washington or Oregon as these likely will require seismic restraints		
	1 ea	15 year original equipment panel warranty		
	1 ea	Freight Region: Central (NET)		
	1 ea	Freight Destination - (NE) Nebraska		
	1 ea	FREIGHT - LIFT GATE Lift gate not applicable for panels. Panels to be hand off-loaded or forklift off-loaded (NET)		
		<b>Delivered Price with Lift Gate to site by Common Carrier.</b>		
		<b>Lift Gate is to be used to unload the Refrigeration only as the Walk-in</b>		
		<b>Panels are too large to fit on the Lift Gate</b>		
		<b>Sales Tax to be added at the time of invoicing if applicable.</b>		
		<b>Uncrating and Installation are NOT included.</b>		
			<b>ITEM TOTAL:</b>	<b>\$30,300.00</b>
			Merchandise	\$30,300.00
			Total	\$30,300.00

**\*\*Prices guaranteed for 30 Days, Special Order items CANNOT be returned\*\***

All material is guaranteed to be specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars(\$).

**Deposit:** A 30%-50% down payment will be required BEFORE orders will be placed and is dependent upon account terms.

30% \_\_\_\_\_

50% \_\_\_\_\_

**Direct Ship Items:** Please note it is the responsibility of the customer to file all freight claims directly with the freight company. CWD will not file any direct shipment claims with the freight companies on direct shipments. ***Please check all items thoroughly at time of delivery and address any issues with the carrier at the time of delivery.*** We strongly suggest that on direct shipments, boxes are opened and inspected thoroughly at time of delivery ***BEFORE SHIPMENTS ARE RECEIVED***, before transporter leaves the job site as concealed damage also needs to be reported directly to shipper, ***IMMEDIATELY***. All freight companies have a window of time to report concealed damage otherwise they are not responsible and neither is CWD.

**Supplement 1 to NMF 100-AO, effective April 18, 2015**

**ITEM 300135-A REPORTING CONCEALED DAMAGE**

(a) When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery it must be reported by the consignee to the delivering carrier upon discovery. (b) Reports must include a request for inspection by the carrier's representative. (c) Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed by a written or electronic communication. (d) While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so. (e) **Unless otherwise specified by the carrier, notice of loss or damage should be provided to the carrier within five (5) business days from the date of delivery.** (f) If five (5) business days, or such other period as specified by the carrier, pass between the date of delivery of the shipment by carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after

delivery of shipment by carrier.

**SUPPLEMENT 1 TO NMF 100-AO PROCEDURES GOVERNING THE INVESTIGATION AND DISPOSITION OF FREIGHT CLAIMS FOR LOSS OR DAMAGE**

Only participants in the NMFC® at the time the transportation occurs may use the provisions herein. 14 For explanation of abbreviations and reference marks, see last page of this Supplement. ©NMFTA 2015 ITEM 300135-A-Continued s (g) Reasonable evidence includes, but is not limited to: 1. Identifying the party(ies) responsible for unloading, 2. Identifying the chain of custody of the article, including prior transportation by any mode, 3. Location(s) of the article(s) once the shipment was received until the damage was noted, 4. Any mechanical or physical handling by the consignee subsequent to delivery by the carrier. s (h) If a clear delivery receipt is available on the shipment, e.g. no damage or shortage is noted, the claimant must provide documentation showing that damage or loss occurred prior to delivery

CWD Distributing payment terms for all special or custom order equipment is 7 days from date of invoice dependent upon agreed to terms. CWD may file a UCC1 form with the state on all equipment purchased over \$1000.00. If this is a Proposal for an Exhaust System, the customer must meet all NFPA 96 Exhaust Hood Codes &/or Local & State Codes approved by Local Fire Marshall. If not all Codes are met CWD cannot and will not install any of the food service equipment that is to be located under this exhaust system. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance upon above work. Workman's compensation and public liability insurance on above work to be taken out by:

Respectfully Submitted \_\_\_\_\_  
Cash-Wa Distributing

-----  
ACCEPTANCE OF PROPOSAL- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Remainder payment due within terms upon delivery.

Company: \_\_\_\_\_

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

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

-----  
Thanks,  
Randy Kratochvil  
Equipment Sales Specialist  
WEB LINK: [www.cashwa.com/services/equipment](http://www.cashwa.com/services/equipment)  
CashWa Distributing Company  
Phone: 800-652-0010 Ext 7241  
Fax: 308-234-4372  
[randy.kratochvil@cashwa.com](mailto:randy.kratochvil@cashwa.com)

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

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

Project Grand Total: \$30,300.00

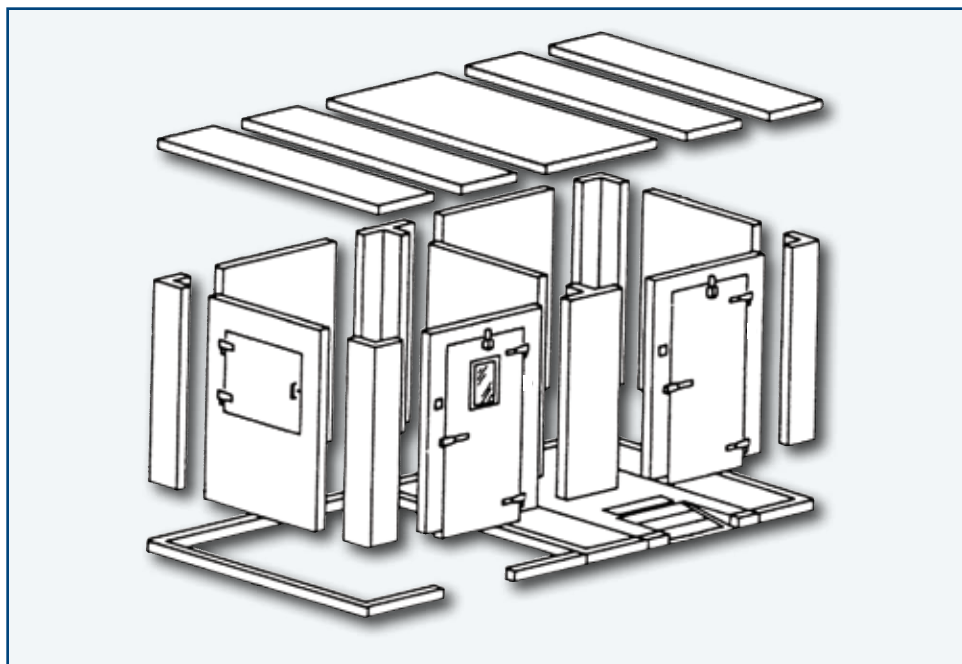


NOR-LAKE, INCORPORATED  
727 Second Street  
Hudson, Wisconsin 54016

800-955-5253  
715-386-2323  
866-961-5253 Parts  
800-388-5253 Service  
715-386-6149 FAX  
www.norlake.com

# FINELINE™ CUSTOM WALK-INS

CONDENSED SPECIFICATIONS FOR ARCHITECTS AND CONSULTANTS



**DESIGNED  
TO YOUR  
SPECIFICATIONS!**

PROJECT: .....  
ITEM NUMBER: .....  
MODEL NUMBER: .....

FINELINE™ CUSTOM WALK-INS

## STANDARD FEATURES

- Coolers, freezers and combination cooler/freezers
- Modular panel construction for easy installation, expansion and relocation
- 26 gauge corrosion resistant stucco embossed coated steel
- .100 smooth aluminum interior floor (on models with floor)
- Floorless models provided with NSF approved vinyl sealers, foamed-in-place screeds or female bottom rails
- Full 4" or 5" thick panels foamed-in-place with HFO polyurethane insulation which is HFC free
- Zero Ozone depletion
- Doors equipped with heavy duty polished chrome hardware
- Heavy duty, extruded, anodized aluminum load bearing door frame jamb
- Deadbolt locking handle with independent key/padlock feature and inside safety release
- High output low profile LED light positioned above the door to prevent interference with shelving or product
- Magnetic door gaskets and spring actuated door closer
- Heated pressure relief port on all freezers
- Indoor and outdoor roof and ceiling support systems
- Fifteen year panel warranty

## APPROVALS

- NSF approved
- UL classified for flame spread
- UL and CSA electrical approved door section \*\*
- City of Houston approved
- Oregon State approved
- State of Wisconsin Building Product approved
- USDA accepted
- Miami-Dade County, Florida Approval No. 19-0911.03, Exp. 05/10/2023 (Consult factory for requirements)
- State of Florida Product Approval File No. FL28473-R1 (Consult factory for requirements)

## OPTIONS \*

- Selection of interior and exterior surfaces and finishes
- Various door styles and sizes
- Wide range of computer sized and balanced refrigeration systems
- Indoor and outdoor roof and ceiling support systems

## ACCESSORIES

- Interior and exterior door kickplates
- Cooler and freezer door viewports
- Interior and exterior ramps
- Bumper rails, trim strips and closure panels
- Various security alarm systems
- Extra lights and special switches
- LED lighting
- Shelving (free-standing)
- Special floor underlayments and topside plating

## SPECIFICATIONS

### 1.0 GENERAL:

1.1 Walk-in coolers and freezers to consist of precision constructed modular 4" or 5" thick rigid polyurethane foamed-in-place interchangeable panels. Panels are designed for easy installation, expansion and relocation.

1.2 Panels shall be prefabricated modular construction consisting of 100% foamed-in-place polyurethane insulation, bonded by an adhesive to the interior and the exterior metal pan skins and heat cured for life long stability.

1.3 Each wall panel skin is to be formed using a double 90° bend on each edge to add strength and rigidity. Panels are to be in 6 inch increments, with a minimum width of 12 inches.



\* Most options are available two weeks from receipt of order. Please contact us for specific questions.

\*\* C-UL is Underwriters Laboratories Safety Certification Mark which indicates that UL has tested the equipment to applicable CSA Standards.

\*\* UL Sanitation is Underwriters Laboratories Sanitation Mark which indicates that UL has tested the equipment to applicable NSF Standards.

**1.4** All panels are to bear the UL and NSF label. The panels shall incorporate cam lock type fasteners with reverse wing structural support as joining devices for the adjacent tongue and groove panels. Each device is to consist of a cam action locking arm and a steel rod in adjoining panel so that by rotating the locking arm, the hook engages over the rod and the cam action draws the panel together. The resulting panel joints shall be sealed by a foamed-in-place, continuous one piece gasket.

**1.5** Panel joints are to be precisely formed male and female tongue and groove shapes fabricated to force the male edge to contact the female edge, providing additional seal. The panel joint shall have a gasket which provides a positive seal that meets NSF standards. Gasket shall be "locked" to the skins and run in a continuous piece, completely around the panel with only one break to provide the optimal seal.

## **2.0 INSULATION**

**2.1** Insulation shall be a full 4 inches or 5 inches thick, UL Class 1 rigid foamed-in-place HFO polyurethane with a minimum 2.15 lbs/cubic foot density. Foam polyurethane shall be injected into the panels by means of a high output, high impingement mixer.

**2.2** The R-values for 4" HFO panels are:

### **Cooler:**

Walls/Ceilings R-value 25  
Doors R-value 25

### **Freezer:**

Walls/Ceilings R-value 32  
Doors R-value 32  
Floors R-value 28

**2.3** Insulation shall be 90% closed cell structure. Flame spread rating of the foam core according to ASTM E-84/UL 723 shall be 25 or less.

**2.4** The use of an HFC as a blowing agent is specifically prohibited.

## **3.0 FLOOR STYLES:**

**3.1** Less floor 4" wall walk-ins shall be supplied with PVC extruded floor sealers with semi-flexible edges, which seal to floor without the use of exposed fasteners. Sealer shall encase the wall panel on both interior and exterior surfaces with a flexible rubber collar a minimum of 3" high from finished building floor. Sealer shall meet NSF requirements for floor cove molding. Additional less floor options include female bottom rail walls for 4" and 5" thick walk-ins and various height foam sealers for 4" thick walk-ins. Consult factory for detailed specifications.

**3.2** With floor walk-ins shall be a full 4 inches thick with one piece foamed-in-place edge caps. Edge caps include metal formed adhesion edges which result in the edge caps being a foamed integrated member of the floor panels. Glued-in-place edge caps are not acceptable. Floor panels shall be designed to withstand uniformly distributed loads of 800 pounds per square foot. The joint between the floor and wall shall form a NSF approved 45° angle to allow for easy cleaning.

## **4.0 CEILING PANELS:**

**4.1** Ceiling panels shall be a full 4 inches or 5 inches thick with one piece foamed-in-place edge caps. Edge caps include metal formed adhesion edges which result in the edge caps being a foamed integrated member of the ceiling panels. Glued-in-place edge caps are not acceptable.

**4.2** Metal face skins are to incorporate seams using a double 90° bend at a maximum width of two feet for additional strength. The joint between the ceiling and wall shall form a 45° angle to allow for easy cleaning.

## **5.0 FINISHES:**

**5.1** The interior and exterior walls and interior ceiling shall be supplied with 26 gauge corrosion resistant stucco embossed coated steel. The interior floor surface (when applicable) shall be .100 smooth aluminum. Other finishes are available.

## **6.0 DOOR CONSTRUCTION:**

**6.1** Entrance door shall be in fitting, flush design. The door section shall provide a full 4 inches or 5 inches of polyurethane HFO insulation, construction and finish shall be the same as the adjoining wall panels.

**6.2** The door shall be 4 inches thick, constructed to incorporate heavy duty, molded ABS breaker strip, which is permanently foamed-in-place. Bottom of door shall seal with double sweep gaskets, uniquely designed to provide complete seal between door, threshold, and door jamb.

**6.3** Door jamb to be a fully coved, extruded, welded, structural anodized aluminum, rigid frame design for easy cleaning and maintenance.

**6.4** Threshold plate provided shall be constructed of fiberglass reinforced plastic (FRP) or extruded aluminum for bearing strength. All

doors shall have an anti-sweat heater wire around the entire perimeter of the door opening and under threshold.

**6.5** The heater wire (standard in both coolers and freezers) shall provide enough heat to prevent condensation. All conduit for the inner-wiring of the door panel shall be totally concealed in the polyurethane foam panel, exposed conduit is not acceptable.

**6.6** Door section to be field wired to surface mounted junction box on the interior door panel. The door size, location and swing to be as indicated in Specifications Drawings.

**6.7** Door hardware shall be highly polished chromium plated steel. Hardware shall include a spring actuated door closer, field adjustable cam lift hinges, one spring hinge & deadbolt locking handle with independent key/padlock feature and inside safety release. All hardware shall be attached to extra large 1/2 inch thick, nonconducting synthetic tapping plates.

**6.8** Digital thermometer calibrated to indicate interior walk-in temperature shall be provided with each entrance door.

**6.9** High output low profile LED light with approximately twice the light output of a standard 60W incandescent or 13-15W CFL, guaranteed for 5 years or 35,000 hours. Light is positioned above the door to prevent interference with shelving or product. Locate light switch with pilot light adjacent to door, on exterior handle side of door section, with all inner wiring in conduit concealed inside the door section and terminated at a surface mounted junction box on the interior door frame. Fixture shall operate on 120 VAC.

## **7.0 INSTALLATION AND MAINTENANCE:**

**7.1** Included with each walk-in shipment is a complete set of installation instructions covering all phases of panel erection, accessories, and maintenance procedures.

## **8.0 APPROVALS:**

**8.1** Walk-in construction is approved by NSF International and shall have the NSF seal on the door section.

**8.2** Walk-in panels shall have foam cores with a UL flame spread rating of 25.

**8.3** The door section shall be UL and CSA approved as an electrically approved assembly.

**8.4** City of Houston approved, Oregon State approved, State of Wisconsin Building Product approved, USDA accepted.

## **9.0 WARRANTIES:**

**9.1** Manufacturer shall provide a written warranty to the owner stating the product is free from defects or workmanship under normal use and service. Warranty shall become effective following the acceptance date and cover the insulated panels for a period of fifteen years and parts for a period of 18 months.

## **10.0 QUALITY ASSURANCE:**

**10.1** To insure the finest quality in material and workmanship the above specifications shall be held in full compliance. Please specify the walk-in cooler or freezer is to be as manufactured by Nor-Lake, Incorporated.

**10.2** Contact Nor-Lake, Incorporated for a copy of the most detailed Specification Manual available in the Foodservice Industry.

## **11.0 SITE CONDITIONS:**

**11.1:** To assure proper operation, site conditions should be controlled. The walk-in product should be in a well ventilated location. Indoor ambient conditions should be controlled, relative humidity between 30%-60% and maintaining a dew point of 50°F (or less).

Dedicated medium temp condensing units meet the DOE requirement of a minimum AWEF rating of 5.61 (Btu/W-h) for indoor models and 7.6 for outdoor models.



All specifications subject to change without notice.  
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Revision Date: 2/20  
Part Number: 090773



727 2<sup>nd</sup> Street  
Hudson, Wisconsin 54016  
800-955-5253  
715-386-2323  
715-386-6149 FAX

**Quotation**

Quote No. NL2116731JC-A  
Date : 04/07/2021  
Page : 1 of 5



Customer 36679	Cash-Wa 401 W 4th. St. Kearney, NE 68845
Attention Project	Bayard School
Item Number	
Rep Name	70 - Searles Associates
Rep Number	70
Sales Specialist	Ashian Cook

(1) Nor-Lake FINELINE Walk-In Freezer  
18' 0" long, 18' 0" wide, 7' 7" high.

This full size walk-in contains 2,078 internal cubic feet to assure maximum storage capacity. Compare to other quotes which may be nominal dimensions which can result in reduced storage space.

(1) (1)E1LD0166B-TE2/(1)MSLD050AB Refrigeration system  
Refrigeration is "sized" for holding product only; that is; our calculation is based on product entering at the same temperature as the desired temperature of this walk-in. If you feel that this is insufficient, please advise.

- (1) 4 Year Extended Compressor Warranty, 3.5-5HPS
- (1) 18 Month Labor/Service Warranty
- (1) Standard 15 year Walk-in Panel Warranty
- (1) Standard 1 year Replacement Parts Warranty

**Notes / Clarifications:**

Approximate Total Shipping Weight (lbs) 5,752

RSG manufactures with environmentally friendly, CFC free, HFC 245fa polyurethane foam insulation.

Prices protected from increase for 60 days from date of quotation. Prices void if purchase order, signed quote or print, and release for production are received later than 60 days from date of quotation. All shipments FOB Hudson, WI. Based on the ship to address of this product, state sales tax maybe applicable. If applicable, sales tax will be added to the RSG invoice. Acceptance of an order based on this quotation is subject to credit approval.

Please reference this Quotation Number on all correspondence.



727 2<sup>nd</sup> Street  
Hudson, Wisconsin 54016  
800-955-5253  
715-386-2323  
715-386-6149 FAX

**Quotation**  
Quote No. NL2116731JC-A  
Date : 04/07/2021  
Page : 2 of 5

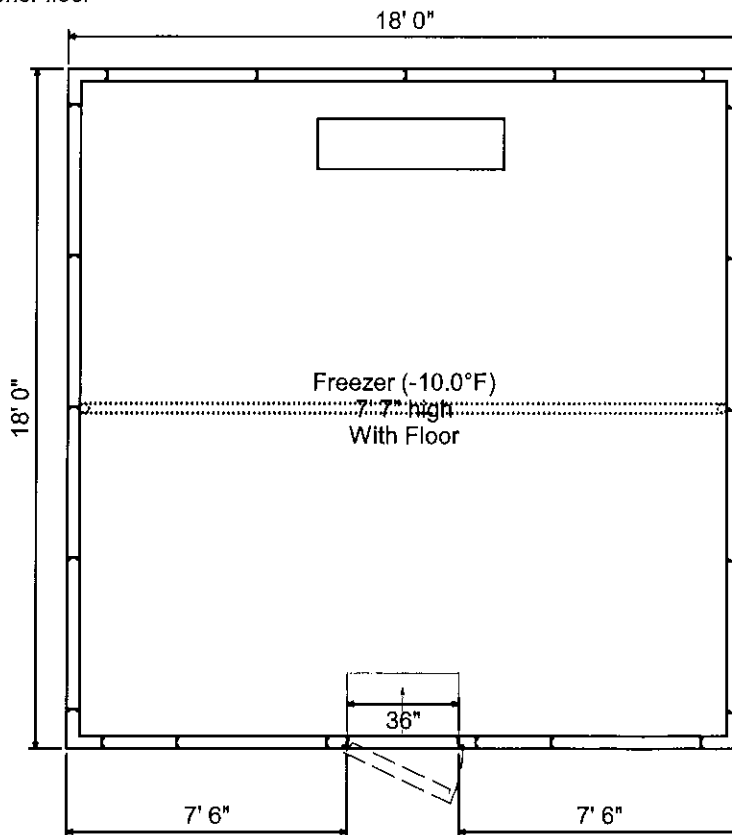


Customer 36679	Cash-Wa 401 W 4th. St. Kearney, NE 68845
Attention Project	Bayard School
Item Number	
Rep Name	70 - Searles Associates
Rep Number	70
Sales Specialist	Ashian Cook

Approved by: \_\_\_\_\_

Refrigerated Solutions Group  
(1) Nor-Lake FINELINE Walk-In Freezer  
18' 0" long, 18' 0" wide, 7' 7" high.

Finishes:  
26 Gauge Corrosion Resistant Stucco Embossed Coated Steel - Interior wall, Exterior wall, Interior ceiling  
26 Gauge Smooth Galvanized - Ceiling topside, Floor bottomside  
.100 Smooth Aluminum - Interior floor





727 2<sup>nd</sup> Street  
Hudson, Wisconsin 54016  
800-955-5253  
715-386-2323  
715-386-6149 FAX

**Quotation**  
Quote No. NL2116731JC-A  
Date : 04/07/2021  
Page : 3 of 5

Customer	Cash-Wa
36679	401 W 4th. St.
	Kearney, NE 68845
Attention	
Project	Bayard School
Item Number	
Rep Name	70 - Searles Associates
Rep Number	70
Sales Specialist	Ashian Cook

Outdoor Walk-In includes Flat White Membrane Roof With Trim – 45 Lbs./Sq. Ft. Ceiling Load Capacity Minimum. .

(1) 36" X 78" Walk-In Door left-hand swing

Includes door closer, cam lift hinges (one spring loaded on 36" wide and smaller doors), NL9800 deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, Heated Air Vent (standard on all freezer compartments) and NL508 combination digital thermometer and switch w/pilot light.

(1) 36" High, Exterior 1/8" Aluminum Diamond Tread, Door And Frame Mounted Kickplates (Includes Extra Hinge).

(1) 36" High, Interior 1/8" Aluminum Diamond Tread, Door And Frame Mounted Kickplates (Includes Extra Hinge).

(1) Door Rain Hood, Fits 26", 30", And 36" (032556)

(1) 36" Interior Ramp With Non-Skid Strips Applied To Top (24" Deep)

(1) Extra Hinge

Sq. Ft. Of 3/4" CDX Plywood Subfloor for Freezer (-10.0°F)

(1) Beam W8x18 With (2) Posts For Outdoor Use

(1) (1)E1LD0166B-TE2/(1)MSLD050AB (QTY. 1) 5HP Cond Unit 208-230/60/1 R-448A/R-449A, Outdoor Unit Scroll Compressor, Low Temp -10F., 14453 BTUH System Capacity. With Mounted Timer. Sized for 100 F. Temperature at Condenser. 30" (L) 31" (W) 26" (H) Base: M3 @ 250#. MCA: 54, MOP: 70, RLA: 32, LRA: 169. Connections - Liquid: 0.5", Suction: 0.875".

(QTY. 1) Evap 208-230/60/1 R-448A/R-449A, Elec Defrost Mtd TXV/Temp Ctrl/Sol, Low Temp -10F., 16600 BTUH Evaporator Capacity. 60" (L) 16" (W) 17" (H) @ 85#. Fan Amps: 1.5, Defrost Amps: 14.3.

Calculated load for Freezer (-10.0°F) is 12312 BTU's/hour calculated from 100 °F ambient temperature, 0' elevation, 70 °F floor temperature, 15.01 minutes open door time per 24 hrs for(1) 36.00" X 78.00" walk-indoor opening into 100.00 °F ambient, 1.5 Watts per square foot lighting operating 10 hours per day, 0.162 occupants working 10 hours per day. All calculations are based on data supplied by ASHRAE publications.

(1) 4 Year Extended Compressor Warranty, 3.5-5HPS

(1) 18 Month Labor/Service Warranty

Refrigeration is "sized" for holding product only; that is; our calculation is based on product entering at the same temperature as the desired temperature of this walk-in. If you feel that this is insufficient, please advise.

Other Walk-In Accessories:

(3) 48" LED Vapor-proof All Temperature Integrated Light Fixture (Shipped Loose)

Construction Approvals: NSF Approved, cULus and CSA Electrical, UL Flame Spread-25 and ULC Flame Spread-50 in accordance with ASTM E-84. To comply with the US Energy Independence & Security Act of 2007, all walk-in doors opening into the ambient (indoors or outdoors) are required to have a method for minimizing infiltration when the doors are open. All RSG walk-in doors will include a spring hinge to comply with this standard by 1-1-09, however; to further minimize infiltration, RSG recommends the use of a strip curtain or strip door for all exterior doors. NOTE: Indoor walk-in(s) must be in an environmentally controlled space. Relative Humidity should be kept between 30%-60%, maintaining a Dew Point of 50° F or less.

Quotation is subject to change upon receipt of detailed specifications and/or refrigeration load information. Refrigeration sizing is based on maximum line runs of 100 feet per system. NOTE: Walk-Ins sold into the state of California may require structural engineered drawings for seismic review. If required, RSG can provide the required drawings and structural support. Please contact RSG for lead time and pricing to meet this requirement. Local Codes: Walk-Ins may need engineered drawings or



Customer  
36679

Attention  
Project  
Item Number  
Rep Name  
Rep Number  
Sales Specialist

Cash-Wa  
401 W 4th. St.  
Kearney, NE 68845

Bayard School

70 - Searles Associates

70

Ashian Cook

727 2<sup>nd</sup> Street  
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Quote No.  
Date :  
Page :

**Quotation**  
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04/07/2021  
4 of 5

special construction to meet local code approvals for rain, wind, seismic, and snow load approvals. If required, please contact RSG for lead time and pricing to meet these requirements.

NOTE: Refrigeration system(s) are subject to change due to ship date and availability.

Quoted per RSG standard walk-in and refrigeration specifications to provide the most economic option. If revision is required, please contact us. Additional charges and extended lead-time may be applicable for non-standard product.

Verify all dimensions.



Travis Miller <[travis.miller@bayardtigers.org](mailto:travis.miller@bayardtigers.org)>

---

**Fwd: FW: walkin freezer**

1 message

---

**Matt McLaughlin** <[matt.mclaughlin@bayardtigers.org](mailto:matt.mclaughlin@bayardtigers.org)>  
To: Travis Miller <[travis.miller@bayardtigers.org](mailto:travis.miller@bayardtigers.org)>

Fri, Apr 9, 2021 at 4:09 PM

----- Forwarded message -----

From: **Jody Buskirk** <[Jody.Buskirk@cashwa.com](mailto:Jody.Buskirk@cashwa.com)>  
Date: Fri, Apr 9, 2021 at 3:37 PM  
Subject: FW: walkin freezer  
To: Matt McLaughlin <[matt.mclaughlin@bayardtigers.org](mailto:matt.mclaughlin@bayardtigers.org)>

---

**From:** Randy Kratochvil <[Randy.Kratochvil@cashwa.com](mailto:Randy.Kratochvil@cashwa.com)>  
**Sent:** Friday, April 9, 2021 3:07 PM  
**To:** Jody Buskirk <[Jody.Buskirk@cashwa.com](mailto:Jody.Buskirk@cashwa.com)>  
**Subject:** RE: walkin freezer

Good Afternoon Jody,

Attached is the quote for the 18' X 18' X 7'7" Outdoor Walk-in Freezer for Bayard Schools.

Note that I have added a Plywood Subfloor, without the subfloor the panels will eventually sag.

Price quoted is a delivered price to Bayard by Common Carrier with Lift gate. Lift gate is to be used to unload Refrigeration only as the panels are too large to fit on the lift gate.

Sales tax to be added at the time of invoicing if applicable.

Uncrating and Installation are NOT included.

Call or e-mail with any questions.

Have a Great Weekend!

Thanks,

Randy Kratochvil

**Equipment Sales Specialist**

WEB LINK: [www.cashwa.com/services/equipment](http://www.cashwa.com/services/equipment)

CashWa Distributing Company

Phone: 800-652-0010 Ext 7241

Fax: 308-234-4372

[randy.kratochvil@cashwa.com](mailto:randy.kratochvil@cashwa.com)



---

**From:** Jody Buskirk <[Jody.Buskirk@cashwa.com](mailto:Jody.Buskirk@cashwa.com)>  
**Sent:** Friday, April 2, 2021 12:51 PM  
**To:** Randy Kratochvil <[Randy.Kratochvil@cashwa.com](mailto:Randy.Kratochvil@cashwa.com)>  
**Subject:** walkin freezer

Randy

Bayard School Lunch (809014) would like a quote on a walkin freezer the dimensions are 18 X 18.6 X 8

Thankyou

Jody

--

Matthew McLaughlin  
Bayard Elementary School  
Principal

Restorative

Strategic  
Ideation  
Futuristic  
Communication



**Bayard\_School\_Lunch\_Program\_Quote\_01.pdf**

706K



# Proposal

**TO:** BAYARD PUBLIC SCHOOLS  
P O BOX 607

BAYARD, NE 69334

JOHNSON CONTROLS CHEYENNE FT.  
COLLINS CB - 0N49  
2600 OLD HAPPY JACK RD  
CHEYENNE WY 82001-5846  
**PH:** (866) 300 0522  
**FAX:** (307) 634 5745

**Date:** 4/8/2021

**Quote Ref:** 1-13ULPDDJ  
**Project Name:** Bayard Elementary

**Site:** BAYARD JUNIOR AND SENIOR HIGH  
SCHOOL  
726 4TH AVE  
BAYARD, NE 69334-2065

**ATTN:** Travis Miller

We propose to furnish the materials and/or perform the work below for the net price of: \$38,768.93

**For the above price this proposal includes:**

- Replacement of walk in freezer at Elementary school.
- Quote includes removal of existing walk in and condensing unit, removal of existing cement 16' x 20' and pour new back to a 4" above existing pad,
- Install new freezer cooler and refrigeration equipment.
- Provide electrical to new unit from existing building.
- Install new refrigeration and check out operation.
- New freezer walk-in is 18' x 8' x 6" x 8'
- This gives you 6' longer walk in same width and height.

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 5/8/2021

BAYARD JUNIOR AND SENIOR HIGH SCHOOL

**Johnson Controls**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

PO: \_\_\_\_\_



*(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin*



**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

## **TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/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. 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. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. 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.

**6. 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: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) 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 proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls 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. Customer is responsible to 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.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal 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, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.



**18. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**19. SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**21. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Gali Masonry

1311 4th Ave  
Scottsbluff, NE 69361  
308-672-8167

# Estimate

Date	Estimate #
11/4/2020	240

Name / Address
Maurice

Project

Description	Qty	Rate	Total
Expenses to rent machine to do tall wall on the theater		6,800.00	6,800.00
Labor on tearing old joint and tackle point everything back up on the tall wall on the theater		12,800.00	12,800.00
Labor on recapping and fixing loose blocks on east and west wall		8,340.00	8,340.00
Labor and material on control joints 228 linear feet		7,980.00	7,980.00
Thank you for your business.		<b>Total</b>	\$35,920.00

Main Office  
4215 Avenue I  
Scottsbluff, NE 69361  
(308) 635-3696

Southern Satellite  
361 College Drive  
Sidney, NE 69162  
(308) 254-4677

Northern Satellite  
CSC – Crites Hall  
1000 Main Street  
Chadron, NE 69337  
(308) 432-6495

Harms Center  
WNCC  
2620 College Park  
Scottsbluff, NE 69361  
(308) 635-0206

[www.esu13.org](http://www.esu13.org)



Educational Service Unit 13  
Dr. Andrew Dick, Administrator

## ESU 13 SERVICES AGREEMENT 2021-2022

This Agreement is made **February 22, 2021**, between **BAYARD PUBLIC SCHOOLS**, in the County of **MORRILL**, State of Nebraska, hereinafter referred to as the **District**, and Educational Service Unit No. 13, hereinafter referred to as **ESU 13**.

The **District** and **ESU 13** agree that payment and services delivered under the terms of this Agreement for Special Education Programs will be made in accordance with **NDE Title 92, NAC, Chapter 51 and 52**.

It is agreed that the **District** will pay to **ESU 13** a sum for services for such resident student(s), provided the service has been approved by NDE and meets statutory requirements. The following conditions shall apply:

1. The **District** will be charged for services rendered to students who are evaluated and/or placed in programs operated by **ESU 13**.
2. The **District** will be charged for services at rates not to exceed NDE approved rates for **ESU 13**.
3. The **District** agrees to pay **ESU 13** within thirty (30) days of receipt of each invoice. The **District** also agrees that **ESU 13** may assess an interest charge on amounts due in excess of thirty (30) days.
4. The **District** will be billed monthly for charges taken from the **COST SCHEDULE**. Charges will be divided into **ten (10)** equal installments with a final bill to be submitted no later than June. Charges will be computed as explained on the **COST SCHEDULE**.
5. All rates on the **COST SCHEDULE** include the following program costs: salaries, benefits, purchased services, staff mileage, supplies, materials, instructional equipment, and the following instructional responsibilities: IEP/IFSP/MDT/SAT meetings, screenings, testing, scoring, evaluations, planning, paperwork, consulting, and collaboration with teachers.
6. The number of students in programs may vary, however, this Agreement must remain in force in order to fulfill contractual obligations between **ESU 13** and certificated and/or non-certificated staff. If **significant changes** in services occur, **ESU 13** will amend the **District's** contract. Additionally, if an intermittent closing occurs, and **ESU 13** is not able to provide the services pursuant to this Agreement, **District** will remain obligated under this Agreement to pay **ESU 13**.
7. Programs must be self supporting and receipts cannot exceed the expenditures for any one program. If an overage occurs and it is not needed to support a deficit from prior years, a refund will be issued to the **District**.
8. In the event that **ESU 13** is unable to secure adequately qualified personnel or there are insufficient numbers of Districts requesting services as required by Rule 51 and 52, **ESU 13** is released from the obligations of this Agreement.

Please return this Agreement to **ESU 13** no later than **March 15, 2021**.

ESU 13 Signature: ADJ Date 2/16, 2021

District Signature: \_\_\_\_\_ Date \_\_\_\_\_, 2021

*Achieving educational excellence for all learners through strong partnerships, service and leadership*





**ADDENDUM A  
Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

**Telepractitioner:** Jessica Radford  
**Client:** Bayard Public Schools  
**Assignment Start Date:** 08/06/2021      **Assignment End Date:** 05/24/2022  
**Position:** Tele - Psych  
**Hours per Week:** 30.0  
**Bill Rate per Hour:** \$ 85.00      *Bill Rate is all-inclusive*  
**Technology Fee:** \$ N/A

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:** Not Applicable

*\* Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

**Bayard Public Schools**

**SOLIANT HEALTH, LLC**

\_\_\_\_\_  
Client Representative Signature      Date

DocuSigned by:  
Trey Johnson      3/31/2021  
\_\_\_\_\_  
Soliant Health Signature      Date

Travis Miller  
\_\_\_\_\_  
Print Name

Trey Johnson  
\_\_\_\_\_  
Print Name

Superintendent of Schools  
\_\_\_\_\_  
Title

Account Executive  
\_\_\_\_\_  
Title



**ADDENDUM B  
Teleservices Provisions**

**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.


**Bayard Public Schools**

**SOLIANT HEALTH, LLC**

\_\_\_\_\_  
Client Representative Signature Date

Travis Miller  
\_\_\_\_\_  
Print Name

Superintendent of Schools  
\_\_\_\_\_  
Title

DocuSigned by:  
  
Soliant Health Signature Date  
3/31/2021  
B637F6A425434CS...

Trey Johnson  
\_\_\_\_\_  
Print Name

Account Executive  
\_\_\_\_\_  
Title



**DDENDUM C  
Duties and Responsibilities**

**Duties and Responsibilities**

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

**Bayard Public Schools**

**SOLIANT HEALTH, LLC**

\_\_\_\_\_  
Client Representative Signature

\_\_\_\_\_  
Date

Travis Miller

\_\_\_\_\_  
Print Name

Superintendent of Schools

\_\_\_\_\_  
Title

DocuSigned by:

*Trey Johnson*  
\_\_\_\_\_  
Soliant Health Signature

3/31/2021

\_\_\_\_\_  
Date

Trey Johnson

\_\_\_\_\_  
Print Name

Account Executive

\_\_\_\_\_  
Title



**ADDENDUM D  
VocoVision Equipment Policies**

**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

**Please initial**

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

**Please initial**

## **POLICY NO. 9240 - DETERMINING AGENDA**

The agenda for each board meeting shall be prepared in advance by the superintendent and a copy shall be mailed to each board member on Friday preceding the regular Monday meeting.

Except in an emergency the agenda must be set at least twenty-four (24) hours prior to the meeting. Items of an emergency nature may be added by majority action of the board.

Adopted: 8-15-83

Reviewed: 10-11-10

## **POLICY NO. 9241 - MEETING MINUTES**

The board shall keep and maintain permanent records of the board including, but not limited to, records of the minutes of board meetings, documentation received or disclosed in open session of the meetings, and other required records of the board. The minutes may be kept as an electronic record.

It shall be the responsibility of the recording secretary of the board to keep the minutes of the board meetings. The minutes of each board meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member, and the schedule of bills allowed shall be attached. This information shall be available within 10 days of the board meeting or prior to the next convened meeting, if earlier. Minutes shall be forwarded to the newspaper designated as the official newspaper for publication prior to the next regular meeting of the board. The permanent records of the board minutes may include more detail than is required for the publication of the minutes.

Minutes awaiting approval at the next board meeting will be available for inspection at the central office of the district after the office transcribes the notes into a document which has been proofread for errors and corrected.

Legal Reference:                   Neb. Statute 79-577  
  79-580  
  84-712  
  84-1408 to 1414

Approved: 8-10-15

## POLICY NO. 9242 - ORDER OF BUSINESS

Except in an emergency the agenda must be set at least twenty-four (24) hours prior to the meeting. Items of an emergency nature may be added by majority action of the board.

The following is a sample order of business. The sample order of business is only an example; the board may include or not include various items on said agenda as it deems necessary.

### Agenda

- I. Opening the Meeting
  1. Call to Order: The regular June meeting of the Bayard Public Schools Board of Education was called to order on \_\_\_\_\_ (day) \_\_\_\_ (month) \_\_ (date), 20\_\_ (year) at \_\_\_:\_\_\_ P.M., in the Bayard Public Schools Board Room, Bayard, Nebraska.
  2. Open Meetings Act
  3. Notice of Meeting
  4. Roll Call
  5. Status of Absent Board Members
- II. Approval of Agenda
- III. Introduction of Guests
- IV. Public Comments
- V. Recognition of Student Achievements
- VI. Invited Presentations and Discussions with Presenters
  1. Strategic Plan Progress Presentation and Discussion
- VII. Reports
  1. Board Members
  2. Board Committees
  3. Principals and District Administrators
  4. Superintendent
- VIII. Action Items
  1. Consent Agenda
    - i. Minutes of Previous Meeting
    - ii. Bills
    - iii. General Reports
    - iv. Adoption of Policies on Second Reading
    - v. Additional Items as Necessary
  2. Action Item
  3. Action Item
- IX. Discussion Items
  1. Review and Discussion of Policies
  2. Discussion Item
  3. Discussion Item
- X. Set Next Meeting Date
- XI. Adjournment

The Bayard Public Schools Board of Education reserves the right to convene a Closed Session for purposes in accordance with § 84-1410(1).

Adopted: 8-17-76

Revised: 8-15-83 8-12-85, 11-8-10, 12-12-11, 7-8-19

## **POLICY NO. 9243 - REGULAR MEETING**

The Board shall meet on the second Monday of each month to consider items of business and other matters pertaining to the school system.

All meetings shall be held in the Bayard Jr./Sr. High School Library, unless otherwise determined by the presiding officer of the board.

The Superintendent shall be present at every meeting of the Board, unless excused by personal illness or other emergent reasons, except for that portion of any meeting when his own employment is under consideration.

All meetings of the Board shall be held at the location designated in the notice of said meeting. If circumstances dictate meeting in a different location than designated in the notice, it shall be the responsibility of the Superintendent to take the appropriate steps to inform Board members and the public. Meetings of the Board may be held outside the School District boundaries when deemed necessary by the Board of Education. Meetings of the Board may be held outside the state of Nebraska upon compliance with the provisions of Neb. Rev. Stat. 84-1412 (6), and other applicable laws.

Legal Reference: Neb. Rev. Stat. 84-1411

Neb. Rev. Stat. 84-1412 (6)

Adopted: 8-17-76

Revised: 8-13-01, 7-8-19

Reviewed: 10-11-10

## **POLICY NO. 9244 - SPECIAL MEETINGS**

The President shall call a special meeting of the Board when requested by two members of the Board to do so. The President may call a special meeting of the Board whenever he or the Superintendent considers such a meeting desirable. All members shall have prior notice of the time and place of the meeting.

Unless altered by the board, the order of business at a special meeting will be:

1. Roll Call
2. Status of Board Members
3. State the purpose of the meeting
4. Transaction of the business for which the meeting was called
5. Adjournment

Adopted: 8-17-76

Revised: 8-15-83

Reviewed: 10-11-10

## **POLICY NO. 9245 - ADJOURNED MEETINGS**

Any legal meeting of the Board may be adjourned to a specific time and place. Only problems on the agenda of the meeting adjourned may be acted upon at the adjourned meeting.

Adopted: 8-17-76

Reviewed: 10-11-10

## **POLICY NO. 9246 - POLL OF THE BOARD**

The President of the Board of Education or the Superintendent may poll the Board Members. Action taken must be approved by roll call vote at the next Special or Regular scheduled Board Meeting.

Adopted: 8-17-76

Revised: 8-12-85

Reviewed: 10-11-10

**POLICY NO. 9247 - USE OF PUBLIC OFFICE, CONFIDENTIAL INFORMATION, OR SCHOOL PERSONNEL, RESOURCES, OR FUNDS FOR FINANCIAL GAIN OR FOR PURPOSES OF CAMPAIGNING FOR OR AGAINST THE NOMINATION OR ELECTION OF A CANDIDATE OR THE QUALIFICATION, PASSAGE, OR DEFEAT OF A BALLOT ISSUE.**

No member of the Board of Education or administrator or other employee of the School District shall use or authorize the use of, for personal financial gain, financial gain of a member of his or her immediate family, or financial gain of a business with which he/she is associated, other than compensation as provided by law, his/her public office, or confidential information received through such office, or school personnel, resources, or funds for financial gain, or for purposes of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot issue under that person's care or control other than in accordance with prescribed constitutional, statutory, and regulatory procedures.

Legal Reference: Section 19 of LB 242, Laws of 2001

Adopted: 8-13-01

Reviewed: 10-11-10

## **POLICY NO. 9248 - BOARD MEMBER HEALTH INSURANCE**

All members of the Board of Education shall have the opportunity to become members of the major medical insurance plan made available to all district employees. Beginning February 1, 2008 until September 1, 2008, the District shall pay for single coverage for the member. Effective September 1, 2008 the cost of such coverage shall be born solely by the School Board member. The District shall pay no part of the premium. If a member chooses not to participate, he or she shall execute a declination of participation in the form of the attachment to this policy. Board Members seated after the operational date of this policy will have thirty days after taking the oath of office to indicate their intentions concerning participation.

Reference: Nebraska School Law Statute 79-502

Adopted: 12-10-07

Reviewed: 10-11-10

Effective February 1, 2008

## **POLICY 9249 - PUBLIC HEARINGS**

Public notice of a public hearing shall be in the same manner as a board meeting and shall be given at least five days before the hearing is to be held.

At public hearings, citizens of the district, who identify themselves, will be allowed to speak on the issue for which the public hearing is being held. Others may be allowed to speak at the board's discretion. Speakers are asked to keep their remarks as brief as possible. Prior to the beginning of the hearing, speakers and spectators will be apprised of the rules of order to be followed regarding time limitations, questions, remarks and rebuttals. In no event will a speaker be allowed to take the time of another speaker.

The board shall conduct public hearings in an orderly fashion. At the beginning of the hearing statements, background materials and public hearing rules and procedures will be presented by the board president or administrators. The board president will recognize the speakers. A board member may ask questions of the speakers after receiving permission for the board president. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the board or the proceedings shall be asked to leave.

Adopted: 11-08-10

## **POLICY 9300 - POLICY DEVELOPMENT**

The board has jurisdiction to determine the policies which will govern the operations of the school district with the force and effect of law.

The written policy statements contained in the manual provide guidelines and goals to the citizens, administration, employees and students in the school district community. The policy statements shall be the basis for the formulation of regulations by the administration. The board shall determine the effectiveness of the policy statements by the evaluation periodic reports from the administration.

Policy statements may be proposed by a board member, administrator, employee, student or member of the school district community. Proposed policy statements or ideas shall be submitted to the superintendent's office for possible placement on the board agenda. It shall be the responsibility of the superintendent to bring these proposals to the attention of the board.

Adopted: 11-08-10

## **POLICY NO. 9301 - POLICY ADOPTION**

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of a regular board meeting. The proposed policy changes shall be distributed and public comment will be allowed at the meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority of the board at the regular meeting. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the second regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Adopted: 11-08-10

## **POLICY NO. 9302 - POLICY REVIEW AND REVISION**

The board will review, update and approve the policy manual periodically.

It shall be the responsibility of the superintendent to keep the board informed as to legal changes at both the federal and state levels. The superintendent shall also be responsible for bringing proposed policy statement revisions to the board's attention.

Adopted: 11-08-10

Revised: 7-8-19

## **POLICY NO. 9303 - ADMINISTRATION IN THE ABSENCE OF POLICY**

When there is no board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately, keeping in mind the educational philosophy and financial condition of the school district.

It shall be the responsibility of the superintendent to document the action taken and to inform the board of the situation. If needed, the superintendent shall draft a proposed policy for the board to consider.

Adopted: 11-08-10

## **POLICY NO. 9341 - VOTING**

Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or not voting. The requirements of a roll call or viva voce vote may be satisfied by use of an electronic voting device which allows the yeas and nays of each member of the board to be readily seen by the public.

Adopted: 11-14-16





*Spring is Here!*

Bayard Public Schools would like to wish our patrons a wonderful spring season.

## ACT Test

Bayard Public Schools is engaged in a program to promote student excellence on the ACT test. As part of this process, all high school students are provided with access to John Baylor Prep materials, and the school pays for the ACT test once each year for high school students.

On February 6th the ACT test was administered at Bayard High School. Twenty Bayard High School students took the ACT test for the first time. **The overall average for all test-takers at Bayard High School increased from 17.8 (last year's February test) to 18.84.**

In addition to the overall increase (even with twenty first-time test takers), two students earned scores high enough to get their names displayed on the school's ACT Honor Board. If you get the opportunity, please thank Mrs. Linde Rafferty for serving as the school test coordinator.



## Congratulations to Dr. Kelley Rice!

Congratulations to Dr. Kelley Rice on earning a Ph.D. from the University of Nebraska!

For her dissertation study, Dr. Rice conducted a research study of school programs across the nation.

This study focused on schools that are implementing Arts into STEM programs. (Science, Technology, Engineering, Arts, and Mathematics).

If you get the opportunity, please congratulate Dr. Rice for her leadership and example as a lifelong learner earning a Ph.D. from a nationally recognized research university.



\*\*\*\*\*ECRWSSDDM\*\*\*\*

LOCAL  
POSTAL CUSTOMER



## Bayard Public Schools selected for Amazon Future Engineer Program

This month both the elementary and secondary schools received notification that we have been awarded a place in the Amazon Future Engineer's program.

This program will provide free professional development and complete curriculums for coding and computer science courses. Either contact Mrs. Gier or click here to learn more about this exciting program:  
<https://www.amazonfutureengineer.com/>



Mrs. Jenny Gier's leadership in bringing the Amazon Future Engineer program to our schools is appreciated. If you get the opportunity, please thank her for her contributions.



KINDNESS INCLUDES • KINDNESS ENCOURAGES • KINDNESS TRUSTS • KINDNESS CELEBRATES

# Legal Workshop

*Presented by the Perry Law Firm and ESU 13*



**Who: ESU 13 Superintendents and Board Members**

**What: A training opportunity and way to connect with colleagues from neighboring districts**

**Why: A helpful refresher for board members and superintendents as well as a discussion of emerging legal issues, including:**

- COVID-19
- Open Meetings
- Personnel issues
- Student matters
- Board member powers and authority
- Legislation
- Other “hot topics”

**When and Where:**

- April 28<sup>th</sup> – 9-11 AM – Scottsbluff – ESU 13 Main Office (Conference Rooms B/C)\*
- April 28<sup>th</sup> – 6-8 PM – Sidney – ESU 13 Southern Satellite Office (Deuel and Garden Rooms)\*

**\* The presentations will also be offered via Zoom.**

**Superintendent's School Improvement Report**  
Presented to the  
**Board of Education of Bayard Public Schools**  
April 12, 2021

**Vision, Culture, & Instructional Leadership**

*The superintendent leads the district by promoting the success of all students, articulating a vision of learning, developing a positive school climate and demonstrating best practices in instructional programs and staff professional development.*

- We are in the process of thinking about the ESSER II funding and how that might help with unfinished learning, safe learning environments, and accelerating learning during the ongoing pandemic and concurrent recovery. I am taking ideas from staff, students, and community members at this time. We will make our application for these grant funds in early April.
- Our school district will have the opportunity to participate in a program from the University of Nebraska at Kearney called the NexGen Educational Leadership Academy focused on school improvement and development of the next generation of school leaders.
- The math department has identified some curricular materials for potential adoption. If curriculum committee members would like to look through some samples, we will have some of those available.

**Operations, Resource, & Personnel Management**

*The superintendent demonstrates the knowledge, skills, and ability to effectively manage operations that promote a safe and effective environment for students and staff, ensure the fiscal health of the district, and implement sound personnel practices.*

- We have submitted a request to FEMA/NEMA for reimbursement of funds related the generator project design.
- We have received reimbursement for \$42,000 toward the recently purchase school bus from the Nebraska Volkswagen Diesel Emissions Environmental Mitigation program.
- We are working to get some interviews scheduled for open teaching positions.
- We will be working to identify opportunities through ESSER III Funding, with guidance likely to be issued in May.

**Board Governance & Policy**

*The superintendent works effectively with the board of education, exhibits a shared understanding of board and superintendent roles, leads and manages the district consistent with board policies, and demonstrates the skills to work effectively with the board.*

- The 90-day “long” Legislative session continues. I would encourage everyone to keep an eye on the happenings in the Legislature. Decisions made in Lincoln impact what happens to and for the students in our school community.
- NDE has certified our state aid. However, there is the possibility that the Legislature might de-certify our state aid, change the formula, and cause NDE to issue a re-certification. Under the current certification, we are scheduled to receive \$1,992,532 in state aid for the 2021-2022 school term. Under the current certification we will receive an increase of \$18,037 from this year’s state aid of \$1,974,495.
- Over the next couple of years cash flow will likely remain a challenge at different times in the school year. Timing of tax payments significantly impacts our cash on hand during the winter and spring. This is exacerbated by delays in grant reimbursement at NDE. With additional grant funding, cash flow will be an ongoing area where we will need to be vigilant. A line of credit may be necessary to be able to make the upcoming federal grant expenditure and reimbursement process work, given the challenges with timing on grant reimbursement.

**Mission Statement:**

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

## **Communication & Community Relations**

*The superintendent establishes effective communication with students, parents, staff and community, and has the knowledge and awareness of different cultures among all community members to effectively engage and respond to diverse interests and needs that support the success of all students.*

- We have appreciate the partnership of the following Community Partners/Emergency Operations Planning Team Members: Mike Cerny, Morrill County Sheriff's Office; Stephanie Perkins, EMT Director, Bayard Fire and Rescue; Jason Perkins, Bayard Police Department; Zak Douglas, Bayard Police Department; Ron Leal, Region 21 Emergency Management
- We will again be partnering with the City of Bayard to honor seniors with banners displayed on Main Street. We hope this will be a continued tradition/partnership to honor our seniors each year.

## **Ethical Leadership**

*The superintendent promotes the success of every student and staff member by acting with integrity, fairness and in an ethical manner.*

- I would like to commend Bobbie Stuart and Dana Korell for their leadership in development of the schools draft Emergency Operations Plans which are scheduled to replace safety plans in Nebraska's schools. Their leadership and commitment to this process is greatly appreciated. Also to be commended for their efforts on this process are Dr. Kelley Rice and Mrs. Candace Ehler.

## **Superintendent's Goals**

### *Board and Superintendent Practices*

- Perry Law Firm is providing training to board members on April 28<sup>th</sup> in Scottsbluff and Sidney. Please let me know if you would like to attend. A flyer outlining the training is attached.
- I appreciate Kim Burry and Joe Applegate attending the NASB Budget and Finance Workshop and Carolyn Applegate attending the NRCSA Spring Conference and NASB President's Retreat in Kearney.
- We are in the process of working to secure more information and proposals related to projects identified for possible work this summer by the Building Committee. I anticipate another meeting with the Building Committee in May.

### *Student Excellence through Academics and Leadership*

- We are making connections with the HOSA, Educators Rising, and Skills USA programs in anticipation of new programs for the 2021-2022 school term.
- Mrs. Rafferty and the secondary team are commended for the work hosting Career Day on April 1<sup>st</sup>.
- WNCC is providing the "SummerFree" program again this year. If you are interested in learning more about the program, you can do so at the following link: <https://www.wncc.edu/admissions-aid/financial-aid/summer-free>

### *Communication*

- This past month, 41,820 messages were delivered on Remind. This includes 10,635 conversations and reactions.
- We are preparing ideas for our next district quarterly postcard. If you have ideas about aspects of our school you would like highlighted in upcoming messaging, please let me know.

## **Leave Log**

- I have used eight vacation days (7-24-20, 8-14-20, 11-16-20, 11-17-20, 11-18-20, 11-19-20, 11-20-20, 3-3-21) and three and a half sick days (sick bank contribution. 10-20-20, 2-25-21 ½, 3-19-21).

## **Mission Statement:**

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

# Bayard Public Schools

## ACADEMICS

70%

Our commitment to the pursuit of academic success for every student, every day.

75%

Continue to implement and refine a system of curriculum, instruction, and assessment, aligned to Nebraska State Standards, that will enable every student to engage in challenging, rigorous, and creative learning experiences throughout the district.

12/10/2018 - 6/12/2023 Matt McLaughlin, Amanda Anderson, Sharon Schluterbusch

70%

Develop and support the implementation of individualized learning opportunities to enable each student to reach his or her potential.

12/10/2018 - 6/12/2023 Matt McLaughlin, James Miller, Cheryl Ferrero, Micki McKibbin, Eduardo Salazar

70%

Research and implement best practices and processes that will support effective student transitions (early childhood to preschool, preschool to grade school, grade school to middle school, middle school to high school, high school to college/career).

2/26/2019 - 2/26/2019 Kelley Rice, Joy Rafferty, Shawna Reish

75%

Engage parents, students, and staff with timely and relative feedback to improve instruction in student learning and achievement.

2/26/2019 - 2/26/2019 Amanda Anderson, Jessica Nesbitt

75%

Review and modify the district's lesson plan philosophy and best practices to ensure consistency and accountability for quality instruction district-wide.

2/26/2019 - 2/26/2019 James Miller, Holly Nolte, Stephanie Barker

80%

Evaluate, research, and implement practices that align grading and instruction to effective learning

2/26/2019 - 2/26/2019 Cheryl Ferrero, Michelle Martinez, Jenny Gier

60%

Develop a system to evaluate the effectiveness of current curriculum, programs, and services.

2/26/2019 - 2/26/2019 Travis Miller

# Bayard Public Schools

## LEADERSHIP

80%

Our commitment to an organizational culture of leadership, empowerment, and excellence for all.

80%



Invest in professional development opportunities to support staff in every work area to become leaders in their field.



1/1/2017 - 12/31/2019



Kelley Rice, Amanda Anderson, Candace Ehler

70%



Develop processes to identify and inspire the leadership potential, talents, and gifts in each child.



2/26/2019 - 2/26/2019



Brandon Stuart, Michelle Martinez, Shawna Reish, Eduardo Salazar

85%



Continue to invest in student development by maximizing the leadership potential of the Pathfinders After-School Program.



2/26/2019 - 2/26/2019



Bobbie Stuart, Matt McLaughlin, Kristin Maag

80%



Continue to offer leadership opportunities for students through the Bayard Public Schools Community Emergency Response Team (CERT) Program, in addition to other programs and extracurricular activities.



2/26/2019 - 2/26/2019



Bobbie Stuart, Heather Oliverius, Brandon Stuart, Jim Roberts, Linde Rafferty

75%



Continue to maximize the impact of the Bayard Public Schools partnership with the FranklinCovey Institute, with a focus on professional development and the LEAD/Leader in Me Programs.



2/26/2019 - 2/26/2019



Cheryl Ferrero, Kelley Rice, Micki McKibbin, Linde Rafferty

# Bayard Public Schools

## ENGAGEMENT



75%

Our commitment to the intentional and effective use of resources to optimize the educational experience of students, staff, families, and community members.

70%




Utilize integrated technology to engage and inspire students in an effort to support efficacious instruction and growth of learning.

 1/1/2017 - 12/31/2019  Sample name/role

85%




Support advancements in technology for students and staff by evaluating opportunities for technological investments, through the inventory of current resources and infrastructure, and by efficiently managing existing equipment.

 12/10/2019 - 12/10/2019

75%




Develop processes to ensure a positive and conducive environment for student learning.

 12/10/2019 - 12/10/2019

80%




Utilize effective communication systems to engage staff, students, parents, and community members in relationships that support student learning.

 12/10/2019 - 12/10/2019

70%



Research and implement strategies to mitigate the educational risks to students experiencing poverty and mobility.

 12/10/2019 - 12/10/2019

# Bayard Public Schools

## COMMUNITY


70%

Our commitment to programs and services that support the growth and development of the whole child (academic, social, emotional, physical, and nutritional).

65%




Identify and develop panhandle partnerships that will support safe community opportunities for youth (including but not limited to: summer camps, enrichment activities, arts, music, athletics, etc.).

 12/10/2019 - 12/10/2019

70%




Continue ongoing efforts regarding positive student behavior programs in an effort to support a quality learning environment for all staff and students.

 12/10/2019 - 12/10/2019

70%




Offer and support programs and services that effectively contribute to the wellbeing of all educational stakeholders, including students, staff, parents, and community members.

 12/10/2019 - 12/10/2019

65%



Provide effective college/career preparation to support the long-term success of all students districtwide.

 12/10/2019 - 12/10/2019