

**Board of Education Regular Meeting with Committee
on Civics at 5:30 pm with public comment
Monday, May 11, 2026 6:00 PM**

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

Notice is hereby given that a Board of Education Regular Meeting with Committee on Civics at 5:30 pm with public comment 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, May 11, 2026 at 6:00 PM in the Bayard High School Library located at 726 4th Avenue, Bayard, NE 69334, which meeting shall be open to the public. An agenda for such meeting, kept continuously current is available for public inspection during normal business hours at the office of the Superintendent, located at 726 4th Avenue, Bayard, NE 69334.

AGENDA

- I. Opening the Meeting
 - I.A. Call to Order
 - I.B. Open Meetings Act
 - I.C. Notice of Meeting
 - I.D. Roll Call
 - I.E. Status of Absent Board Members
 - I.F. Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Consent Agenda
 - IV.A. Minutes of Previous Meeting
 - IV.B. Bills
 - IV.C. Board Member Reports
 - IV.D. Reports and Correspondence Requiring No Action
 - IV.D.1. General Reports and Financial Reports
 - IV.D.2. Reports for Information Only
 - IV.E. Approval of Contracts within Policy Guidelines
 - IV.E.1. Approve a teaching contract for Adam Ostdiek for the 2026-27 school year
 - IV.F. Approve the resignation of Randy McKibben, with appreciation for service
 - IV.G. Approve list of graduates for the Class of 2026.
- V. Action Items
 - V.A. Discuss, consider and take all necessary action in regard to approving the following policies and replacing previous versions.
 - 4040 Employment Terms Classified Staff
 - 6006 Graduation Requirements
 - 3052 Leasing Personal Property
 - 4027 Part-Time Certified Employees
 - 3036 Purchasing (Credit Card) Program
 - 3040 School Safety and Security
 - 3042 Construction Management At Risk Contracts
 - 3043 Design Build Contracts
 - 3044 Incidental or De Minimis Use of Public Resources
 - 4063 Extra Duty and Extended Contract Assignments for Certified Staff

- V.B. Discuss, consider and take all necessary action to approve the 2026 NDE safety review.
- V.C. Discuss, consider and take all necessary action to approve a teaching contract for Jayden Ralston for the 2026–27 school year, pending her release from a contract on May 12, 2026.
- V.D. Discuss, consider and take all necessary action to approve the updated extra duty documents:
Certificated Staff Assignment Letter, Volunteer Service Agreement — Community Members, Classified Staff Assignment Agreement— Capped Hours,
- V.E. Discuss, consider and take all necessary action to approve the 2026-2027 Staff Handbook.
- V.F. Discuss, consider and take all necessary action to approve the 2026 Wellness Plan and Triennial Review.
- V.G. Discuss, consider and take all necessary action to approve the softball coop with Alliance.
- VI. Discussion Items
 - VI.A. NDE Notification
- VII. Principals and District Administrators
- VIII. Superintendent
- IX. Curriculum and Instruction
 - IX.A. Jessica Nesbitt - DIEBELS — reading scores and new legislation
 - IX.B. Shania Ashmore and Crystal Batt - STEPS training presentation
 - IX.C. Melanie Dalbey - 2026 Assessment Draft Results
- X. Set Next Meeting Date. June 8, 2026 6:00 p.m.
- 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). The Board of Education also reserves the right to change the order of agenda items at the discretion of the Presiding Officer of the Board of Education.

Bayard School Board of Education Annual Calendar

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

Bayard School Board of Education Annual Calendar

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

2012 Board Code of Ethics

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: 01/12/2026

Revised on: _____

Reviewed on: _____

Public Comment Sign-In Sheet

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

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

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

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

#	Name: (Please Print)	Signature:
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Bayard Public Schools

5/11/2026

GENERAL FUND

Vendor Name	GL Acct #	Description	Amount
20/20 TECHNOLOGIES LLC	01 2510 382 000 000 0	telephones	897.00
	01 1100 382 000 000 0	axis servers	<u>250.00</u>
	Total		1,147.00
ALARM SECURITY TECHNICIANS	01 2620 352 002 002 2	ast monitoring	28.95
	01 2620 352 001 001 1	ast monitoring	<u>28.95</u>
	Total		57.90
Amazon Capital Services	01 2610 610 001 001 1	Toilet repair parts HS/ELM	140.56
	01 2610 610 002 002 2	Nut driver set	39.88
	01 2710 610 000 000 0	Coquimbo Leather Sewing Kit: 43pcs	7.99
	01 2610 610 001 001 1	Toilet repair parts HS/ELM	122.93
	01 2620 610 001 001 1	commons area light bulbs. wood shop filt	96.43
	01 2510 610 000 000 0	Avery labels	51.38
	01 2620 610 001 001 1	Light fixtures	109.98
	01 3300 610 000 000 0	AMACO High Fire Moist Non Toxic	59.12
	01 3300 610 000 000 0	Self-Supporting Pyrometric Cones for Acc	21.80
	01 2610 610 002 002 2	Mop Head	27.36
	01 2610 610 002 002 2	Blue tape	5.99
	01 1190 610 000 000 0	PURPLE LADYBUG Teacher Stickers for	9.98
	01 1190 610 000 000 0	6124Pcs Gem Stickers-Self-Adhesive	9.99
	01 1190 610 000 000 0	800Pcs Colorful Craft Rooster Feathers 3	8.99
	01 1190 610 000 000 0	Vorspack 100 Pcs Drawstring Bags Bulk -	55.99
	01 1190 610 000 000 0	Play-Doh Pastel Colors Bulk 12-Pack of 4	26.98
	01 1190 610 000 000 0	Adeweave 1000 Assorted Pom poms -	9.99
	01 1190 610 000 000 0	Amazon Basics Clear Thermal Laminating	71.96
	01 1100 610 001 001 1	Maintenance kit for generator	31.73
	01 1100 610 001 001 1	oil for generator	32.99
	01 1190 610 000 000 0	https://www.amazon.com/TUXIYA-Plastic-	<u>23.99</u>
	Total		975.00
	Austin, Brooke	01 1100 352 001 001 1	accompanist
01 1100 352 001 001 1		mileage	<u>240.00</u>
Total			1,690.00
BAYARD AUTOMOTIVE	01 2730 610 000 000 0	Oil Bath Seal	72.71
	01 2730 610 000 000 0	WD-40 11oz Smart	10.47
	01 2730 610 000 000 0	Ultra Grey Rigid	12.12
	01 2730 610 000 000 0	Brake Cleaner-20	13.23
	01 2730 610 000 000 0	Labor - Christopher Buskirk to install r	500.00
	01 2732 610 000 000 0	Bus #09b - DS OS Dual flat tire fix	20.00
	01 2710 610 000 000 0	Bus #22 DEF	13.09
	01 2710 610 000 000 0	Bus #09c - Driver side inside dual flat.	<u>25.00</u>
	Total		666.62
	BAYARD PUBLIC SCHOOLS - LUNCH	01 3300 610 000 000 0	showcase meal
01 1370		apr26 prek meals	1,545.05
01 1160 610 000 000 0		apr 26 staff meals	766.00
01 1200 610 003 002 2		apr26 iep meals	<u>108.00</u>
Total			2,707.04
BAYARD TRANSCRIPT	01 2310 540 000 000 0	publications	<u>273.93</u>
Total		273.93	
BENZEL PEST CONTROL	01 2620 352 001 001 1	pest control	121.86
	01 2620 352 002 002 2	pest control	<u>121.85</u>
	Total		243.71
BLACK HILLS ENERGY	01 2610 621 002 002 2	#462419 heating fuels	1,495.91
	01 2610 621 001 001 1	#242155 heating fuels	<u>1,988.39</u>
	Total		3,484.30
BLICK ART MATERIALS	01 1100 610 000 000 0	https://www.dickblick.com/products/stand	<u>223.40</u>
Total		223.40	
BRIDGEPORT PUBLIC SCHOOLS	01 2510 330 000 000 0	nasbo lodqing reimb	<u>298.00</u>
Total		298.00	
CARDMEMBER SERVICE	01 2510 810 000 000 0	canva	<u>12.99</u>
Total		12.99	
CENTURY LINK	01 2510 382 000 000 0	telephone	<u>168.69</u>
Total		168.69	
CITY OF BAYARD	01 2610 621 002 002 2	#75600 electric	430.17
	01 2610 410 002 002 2	#75600 utilities	1,225.03
	01 2610 621 000 000 0	#31200 electric	39.00
	01 2610 621 001 001 1	#75400 electric	5,684.50
	01 2610 410 001 001 1	#75400 utilities	<u>844.15</u>
	Total		8,222.85
CLASS INTERCOM	01 1100 610 000 000 0	Class Intercom PlatformIncludes	<u>1,495.00</u>
Total		1,495.00	

CONNECTING POINT	01 1100 352 001 001 1	service contract copiers	656.22
	01 1100 352 002 002 2	service contract copiers	<u>656.22</u>
	Total		1,312.44
CULLIGAN WATER CONDITION	01 2610 610 001 001 1	r/o	90.00
	01 2610 610 002 002 2	r/o	<u>29.50</u>
	Total		119.50
DAS STATE ACCOUNTING - CENTRAL	01 1100 382 000 000 0	mar 26 network	<u>317.87</u>
	Total		317.87
DATA CENTER WAREHOUSE	01 6992 610 004 000 0	Google Chrome - License - 1 License - Ac	465.00
	01 6992 610 004 000 0	Lenovo 500e Chromebook Gen 3	4,021.20
	01 6992 610 004 000 0	Google Chrome - License - 1 License - Ac	465.00
	01 6992 610 004 000 0	Lenovo 500e Chromebook Gen 3	<u>4,021.20</u>
	Total		8,972.40
DENNIS SUPPLY CO.	01 2610 610 001 001 1	air filters for	<u>372.42</u>
	Total		372.42
EDUCATIONAL SERVICE UNIT #13	01 2190 591 000 000 0	mips	40.00
	01 2120 591 001 001 1	secondary non sped psych	1,386.00
	01 2120 591 001 001 1	additional non sped psych	99.00
	01 1100 382 000 000 0	dl	754.00
	01 1100 382 000 000 0	erate	300.00
	01 1160 591 000 000 0	neva	708.33
	01 2141 591 003 002 2	elem psych	330.44
	01 2141 591 003 001 1	secondary psych	2,441.56
	01 2141 591 003 001 1	additional secondary psych	3,291.75
	01 2141 591 003 002 2	additional elem psych	445.50
	01 1200 591 003 002 2	elem pt sup	7.78
	01 1200 591 003 001 1	secondary pt	5.98
	01 1200 591 003 002 2	elem psych additional sup	35.64
	01 1200 591 003 001 1	secondary pysch additional sup	263.34
	01 1291 591 003 000 0	3-5 ot sup	65.65
	01 1291 591 003 000 0	3-5 low vision sup	11.36
	01 1200 591 003 002 2	elem low vision sup	17.54
	01 1200 591 003 001 1	panhandle beginninqs	4,403.00
	01 1200 591 003 001 1	lifelink	2,300.00
	01 1200 591 003 002 2	meridian a	920.00
	01 1200 591 003 002 2	elem o&m sup	11.36
	01 1200 591 003 002 2	elem speech sup	24.35
	01 2181 591 003 002 2	elem o&m services	141.95
	01 1200 330 003 000 0	sped inservice	64.40
	01 1200 591 003 002 2	sup elem ot	182.75
	01 1200 591 003 002 2	sup secondary low vision	45.36
	01 1200 591 003 000 0	sup esu programs	226.91
	01 1200 591 003 000 0	district consult	1,300.00
	01 2143 591 003 000 0	0-2 ot	299.00
	01 2151 591 003 000 0	elem speech	304.38
	01 2171 591 003 002 2	elem pt	97.20
	01 2171 591 003 001 1	secondary pt	74.70
	01 2181 591 003 001 1	secondary low vision	566.95
	01 2181 591 003 002 2	elem low vision	219.30
	01 2161 591 003 002 2	elem ot	2,284.36
	01 2162 591 003 000 0	3-5 ot	820.64
	01 2182 591 003 000 0	3-5 low vision	141.95
	01 2183 591 003 000 0	0-2 low vision	70.55
	01 1292 591 003 000 0	0-2 low vision sup	5.64
	01 1292 591 003 000 0	0-2 ot sup	<u>23.92</u>
	Total		24,732.54
FLINN SCIENTIFIC INC.	01 1100 610 001 001 1	distilled water	<u>30.33</u>
	Total		30.33
FNBO CARD	01 3300 610 000 000 0	cups for showcase night	479.72
	01 2510 531 000 000 0	postage	10.48
	01 2510 531 000 000 0	postage	10.48
	01 2510 531 000 000 0	mailchimp	13.00
	01 1100 810 001 001 1	ed puzzle	13.50
	01 2510 330 000 000 0	nasbo meals	24.58
	01 1200 330 003 000 0	tips training meal	34.24
	01 2510 330 000 000 0	nasbo meals	57.23
	01 2510 330 000 000 0	nasbo meals	38.15
	01 2510 330 000 000 0	nasbo meals	43.45
	01 2510 330 000 000 0	nasbo fuel	56.75
	01 2510 330 000 000 0	nasbo fuel	83.76
	01 2510 330 000 000 0	parking	<u>27.00</u>
	Total		892.34
GROSS, ALLEN	01 2660 352 000 000 0	rule 10 safety walkthru	<u>300.00</u>
	Total		300.00
HEMINGFORD PULIC SCHOOLS	01 1100 382 001 001 1	spring spanish semester	10,329.44

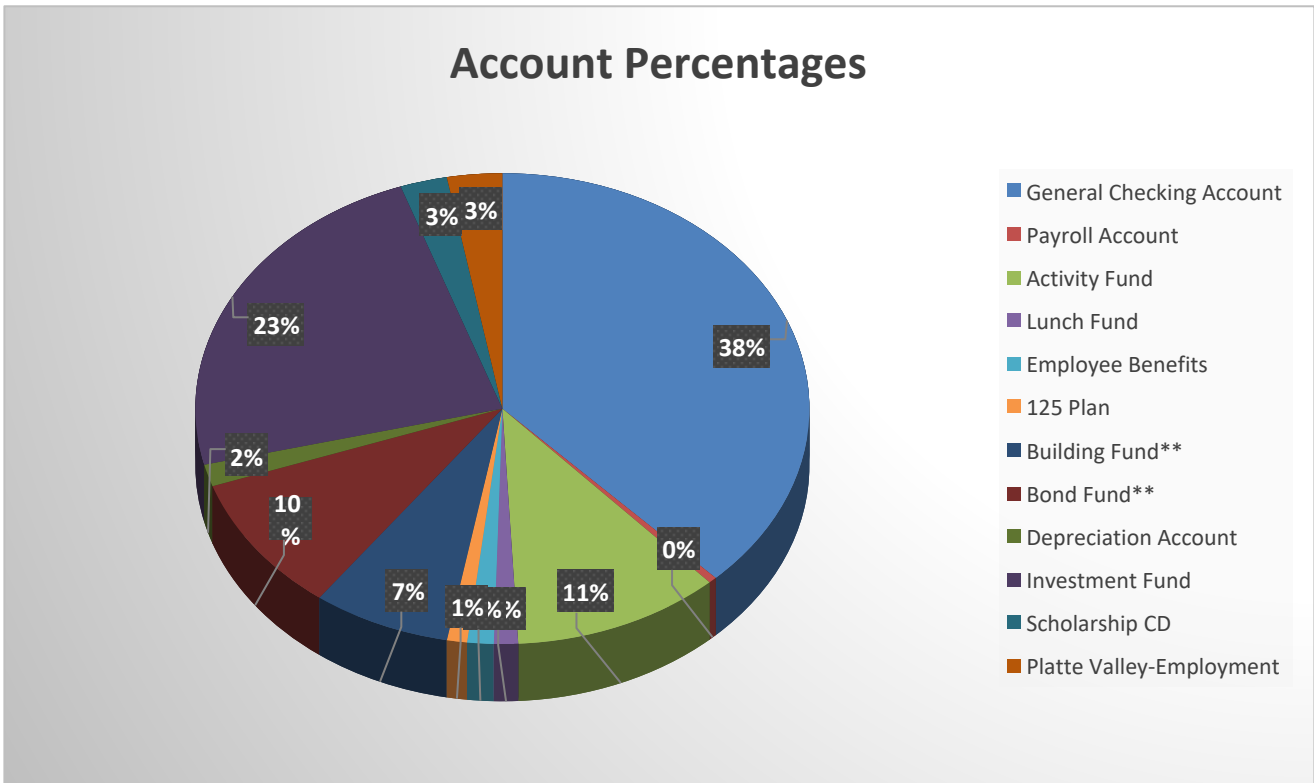
	Total		10,329.44
IDEAL LINEN SUPPLY	01 2610 610 001 001 1	mops mats rugs	303.99
	01 2610 610 002 002 2	mops mats rugs	560.67
	Total		864.66
IDEAL/BLUFFS FACILITY SOLUTIONS	01 2610 610 002 002 2	plungers	14.22
	01 2610 610 002 002 2	Disinfectant spray	73.42
	Total		87.64
JONES SCHOOL SUPPLY CO. INC.	01 2310 610 000 000 0	Citizenship Medals	77.84
	01 2310 610 000 000 0	SHIPPING	10.00
	Total		87.84
JOSTENS	01 2310 610 000 000 0	diploma covers	261.95
	Total		261.95
KSB SCHOOL LAW	01 2330 317 000 000 0	legal fees	671.50
	Total		671.50
KUSKIE STATION LLC	01 2710 626 000 000 0	fuel	3,648.05
	Total		3,648.05
MCI COMM SERVICE	01 2510 382 000 000 0	telephone	8.34
	Total		8.34
MENARDS	01 1100 610 001 001 1	water hose/supplies	52.57
	01 2620 610 000 000 0	faucets art room lightbulbs bathrooms	152.89
	Total		205.46
MORRILL COUNTY HOSPITAL	01 2710 340 000 000 0	driver physical	167.00
	Total		167.00
NE COUNCIL OF SCHOOL	01 2510 330 000 000 0	NASBO State Convention-Oliverius	180.00
	01 2510 330 000 000 0	NASBO State Convention-Stuart	180.00
	01 2510 810 000 000 0	stuart membership dues	435.00
	01 2320 330 000 000 0	legal implications	75.00
	Total		870.00
NEBRASKA ASSOCIATION OF SCHOOL	01 2320 330 000 000 0	NESBITT BUDGET FINANCE	80.00
	Total		80.00
NEBRASKA DEPARTMENTOF EDUCATION	01 1160 330 000 000 0	data conference-dalbey	175.00
	01 2120 330 001 001 1	data conference-l rafferty	175.00
	Total		350.00
NIPPON SANSO MATHESON INC	01 1100 610 001 001 1	Welding cord for repairs	132.19
	Total		132.19
OLIVERIUS, HEATHER	01 2510 580 000 000 0	mileage reimb	79.75
	Total		79.75
PNC BANK C/O PARENT SQUARE INC	01 1100 810 001 001 1	Engage 2025 (600 students or fewer)	9,600.00
	Total		9,600.00
POLAR EXPRESS HVAC LL	01 2620 352 001 001 1	install ice machine	250.00
	Total		250.00
PREP SCHOLAR INC	01 1100 810 001 001 1	18 licenses	1,800.00
	Total		1,800.00
PROTEX CENTRAL INC.	01 2620 352 001 001 1	remote alarm monitoring	360.00
	01 2620 352 002 002 2	remote alarm monitoring	360.00
	Total		720.00
QUADIENT LEASING	01 2510 531 000 000 0	postage lease	158.97
	Total		158.97
RAPIDS	01 2620 610 000 000 0	ice machine	2,850.33
	Total		2,850.33
Savvas Learning Company LLC	01 1100 610 000 000 0	5-12 Social studies curriculum	1,791.28
	01 1100 610 000 000 0	5-12 Social studies curriculum	2,603.12
	01 1100 610 000 000 0	5-12 Social studies curriculum	42,588.07
	Total		46,982.47
SCOTT DECHANT ELECTRIC LLC	01 2620 352 001 001 1	WIRE FOR PLASMA CUTTER	938.66
	Total		938.66
SIGN GLASSES LLC	01 1200 591 003 002 2	remote interpreting	336.00
	01 1200 591 003 002 2	remote interpreting	168.00
	Total		504.00
SOAR PEDIATRIC THERAPY, LLC	01 2153 591 003 000 0	0-2 pt	102.50
	01 2152 591 003 000 0	3-5 pt	966.58
	01 2151 591 003 002 2	elem pt	1,221.78
	Total		2,290.86
THOMPSON GLASS INC.	01 2620 610 002 002 2	Metal rob	100.00
	Total		100.00
TIME MANAGEMENT SYSTEMS	01 2510 810 000 000 0	timeclock	179.40
	Total		179.40
WURDEMAN, GREGG	01 2730 352 000 000 0	inspections and repairs	390.00
	Total		390.00
		General Fund Total	\$143,324.78
		Building Fund	\$0.00

Payroll

\$426,185.62

BAYARD PUBLIC SCHOOL
 TREASURER REPORT
 BANK STATEMENT BALANCES as of April 30,2026

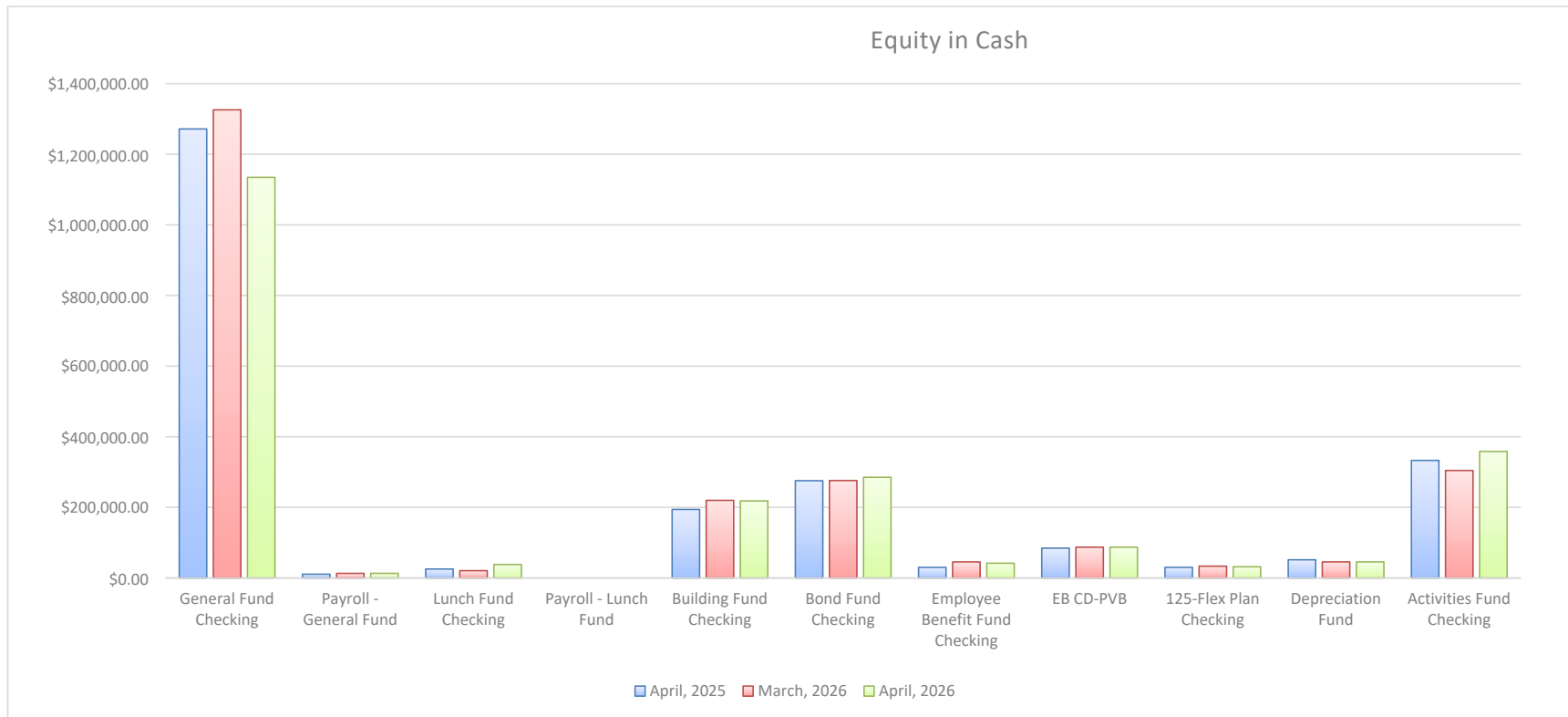
General Checking Account	\$	1,134,565.48	
Payroll Account	\$	13,104.89	
Activity Fund	\$	329,366.01	
Lunch Fund	\$	38,186.74	
Employee Benefits	\$	41,803.50	
125 Plan	\$	31,735.50	
Building Fund**	\$	218,208.31	
Bond Fund**	\$	285,198.32	
Depreciation Account	\$	45,515.44	
Investment Fund	\$	704,498.57	
Scholarship CD	\$	74,291.11	
Platte Valley-Employment	\$	87,123.16	
	\$		3,003,597.03



Bayard Public Schools

Equity in Cash
April 30, 2026

Fund	Fund #	April, 2025 PRIOR YEAR BALANCE	March, 2026 PRIOR MONTH BALANCE	April, 2026 REVENUES	April, 2026 EXPENSES	April, 2026 ENDING BALANCE
General Fund Checking	01-101	\$1,271,573.84	1,325,740.30	400,657.23	(591,832.05)	\$1,134,565.48
Payroll - General Fund	01-104	\$10,689.09	\$ 13,104.89	426,116.22	(426,116.22)	\$ 13,104.89
Lunch Fund Checking	02-101	\$25,318.80	20,684.69	49,789.43	(32,287.38)	\$38,186.74
Payroll - Lunch Fund	02-104	\$0.00	0.00	12,691.04	(12,691.04)	\$0.00
Building Fund Checking	03-101	\$194,099.56	219,818.52	1,816.79	(3,427.00)	\$218,208.31
Bond Fund Checking	04-101	\$275,460.81	275,940.08	10,010.72	(752.48)	\$285,198.32
Employee Benefit Fund Checking	05-101	\$30,015.36	45,504.77	398.73	(4,100.00)	\$41,803.50
EB CD-PVB	05-106-1000	\$84,567.12	87,123.16	0.00	0.00	\$87,123.16
125-Flex Plan Checking	05-107	\$30,033.70	33,434.69	6,238.30	(7,937.49)	\$31,735.50
Depreciation Fund	06-101	\$51,502.06	45,478.06	37.38	0.00	\$45,515.44
Activities Fund Checking	07-101	\$332,907.32	304,417.19	95,256.19	(41,460.67)	\$358,212.71
Scholarship CD	07-114	\$54,243.15	73,370.30	920.81	0.00	\$74,291.11
Investment Fund	06-105	\$0.00	650,000.00	54,498.57	0.00	\$704,498.57
TOTAL		\$2,360,410.81	\$ 3,094,616.65	1,058,431.41	(1,120,604.33)	\$3,032,443.73



Bayard High School Class of 2026

Coy Armstrong
Leah Cerny
Nolan Dueker
Adriana Foote
Anderson Gaarder
Daisy Garza
Charles Hirsch
John Kreman
Krista Lehr
Noah Manka
Frida Martinez
Joshua Mascher
Shelbie McKibbin
Jonathan McMillan-Peters
Gregory (Joe) Montanez
Alexi Nesbitt
Jared Perkins
Kyle Perry
Emma Safford
Kalista Todd-Hopkins
Ulises Torres
Marcus Trevino
Mailey Wood
Iris Young

4040
Employment Terms for Classified Staff

Each position listed below shall be hired by the superintendent and or administrative designee on the terms stated.

Superintendent's Administrative Assistant

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period.

2. PTO Leave: The employee will be granted 12 days of PTO, which unused days may accumulate up to 40 days of sick leave. Upon termination of employment, the employee shall not be paid for any accrued, unused sick leave days. Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

3. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

4. If deemed appropriate by the Superintendent, the employee may request a leave of absence and the time made up later at the Superintendent's designation as "comp time."

5. Holidays: The employee shall have regular school holidays and will be eligible for other Holidays received by full time employees of the district.

Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Business Manager

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period.

2. PTO Leave: The employee will be granted 12 days of PTO, which unused days may accumulate up to 40 days of sick leave. Upon termination of employment, the employee shall not be paid for any accrued, unused sick leave days. Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member. Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

3. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

4. If deemed appropriate by the Superintendent, the employee may request a leave of absence and the time made up later at the Superintendent's designation as "comp time."

5. Holidays: The employee shall have regular school holidays and will be eligible for other Holidays received by full time employees of the district.

Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Head Custodian

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.

2. Personal leave. Two days per year which can accrue to four days maximum.

3. Sick leave. 10 days first year of employment, Five days each year after.

Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or

injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

3. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

4. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Data Steward

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.

2. Personal leave. Two days per year which can accrue to four days maximum.

3. Sick leave. 10 days first year of employment, Five days each year after.

Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

4. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

4. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Elementary Principal's Administrative Assistant

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.

2. Personal leave. Two days per year which can accrue to four days maximum.

3. Sick leave. 10 days first year of employment, Five days each year after.

Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

4. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

5. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Transportation Director

At will employee

Employed on a 12-month basis

Single or Family Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.

2. Personal leave. Two days per year which can accrue to four days maximum.

3. Sick leave. 10 days first year of employment, Five days each year after.

Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

4. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

5. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Custodians

At will employee

Employed on a 12-month basis at an hourly rate basis only as needed

Single or Family Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.

2. Personal leave. Two days per year which can accrue to four days maximum.

3. Sick leave. 10 days first year of employment, Five days each year after.

Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.

Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.

4. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.

5. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5 days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Paraeducators

1. *Part-time employment is prorated appropriately*
2. At will employee
3. Employed on an hourly basis only as needed
4. Ten-day sick leave days the first year, five days thereafter, cumulative to a maximum of 40 days.
5. Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay
6. No paid holidays are granted for this position.
7. Single Health/Single dental insurance paid by the district for 10 month employees.

After School Director (Contingent on 21st Century Grant funding)

At will employee

Employed on a 12-month basis

Single Health/Single dental paid by the district.

1. Vacation Leave: The employee will be granted 12 days of vacation which must be used before the end of the contract period. Year 13 and beyond, employees will accumulate one additional day of vacation in accordance with years of service to a max of 20 days.
2. Personal leave. Two days per year which can accrue to four days maximum.
3. Sick leave. 10 days first year of employment, Five days each year after.
Sick leave may only be used if (a) the employee has an illness, injury or medical appointments which prevents the employee from attending work, (b) an immediate family member of the employee is sick or injured and the employee must miss work to care for the immediate family member.
Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.
4. Bereavement: The Employee may be granted 2 days of Bereavement Leave for immediate family and additional days may be granted at the discretion of the Superintendent.
5. Holidays: Paid holidays to include New Years (1.5 days), Easter (1.5

days), Memorial Day (1 day), Juneteenth (1 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)

Food Service Staff

1. At will employee
2. Employed during the school term and for summer food service needs.
3. Ten-day sick leave the first year, five days thereafter, cumulative to a maximum of 40 days. Payments for sick leave days exceeding 40 will be issued in October at a rate equivalent to 50% of the substitute teacher daily pay.
4. No paid holidays are granted for this position
5. Paid from the Nutrition Services Fund
6. Those employed to handle and prepare food for the Hot Lunch Program are asked to attend the school provided by the State Department of Food Services.
7. Single Health/Single Dental insurance paid by the district for employees working 10 months

Bus Driver

1. At will employee
2. Hourly wage employee
3. 40 hours of sick leave, year one and then twenty hours every year after. Can carry up to 40 days.

Physical Exam

1. Any non-certified school employees who are required to do so by law must have a yearly physical examination.
2. Required physical exams will be paid for by the district and a written notice given to the superintendent previous to September 1 of the ensuing year.
3. The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent.
4. If the employee wishes to go to a doctor other than the one specified by the board, the expenses will not be borne by the district.

Other Provisions Applicable to All Classified Staff Rate of Pay

Part-Time Non-Certificated Employees

A part-time non-certificated employee is one who works less than 30 hours per week.

Full-Time School Year Non-Certificated Employees

A full-time school year non-certificated employee is one who works a minimum of 30 hours per week for less than twelve months per year.

Full-Time Fiscal Year Non-Certificated (Classified) Employees

A full-time fiscal year non-certificated employee is one who works a minimum of 30 hours per week for twelve months per year.

Fringe Benefits

1. Part-Time Non-Certificated Employees

Long Term Disability Insurance
Retirement (if they qualify per NPER guidelines)

2. Full-Time School Year Non-Certificated Employees

Single Health Insurance/Dental paid by the district
Long Term Disability Insurance
Retirement
Sick Leave Days as per Board Policy No.4061
Bereavement Leave

3. Full-Time Fiscal Year Non-Certificated Employees

Single Health Insurance or Family Health Insurance (whichever is applicable) paid by the district
Single dental insurance paid by the district
Long Term Disability Insurance
Retirement
Sick Leave Days as per Board Policy No. 4061
Vacation as per Board Policy No. 4103
Ten and a half (10.5) paid holidays per year [New Years (1.5 days), Easter (1.5 days)
Memorial Day (1 day), Juneteenth (1.0 day), Fourth of July (1.5 days), Labor Day (1 day), Thanksgiving Day (1.5 days), Christmas Day (1.5 days)]
Two (2) Personal days

Adopted on: _____

Revised on: _____

Reviewed on: _____

6006
Commencement Ceremony

The district shall conduct a commencement ceremony for members of the senior class at the end of the school year. Participation in the ceremony is a privilege, not a right, and the superintendent or his/her designee may prohibit students who have violated conduct rules from participating in the ceremony as a consequence for the misconduct. However, participation in the ceremony is expected by all qualified graduating students unless previous arrangements have been made with the superintendent or their designee.

Only those students who have completed all graduation requirements (i.e., completed the required coursework or achieved the goals set in the student's individual education plan) or who have received a certificate of attendance will be allowed to participate in commencement.

Commencement Attire and Regalia

The Board of Education directs that students participating in the commencement ceremony shall comply with attire standards established by the administration. Graduates shall wear the school-approved cap and gown.

The wearing of any additional or outside regalia, adornments, or alterations to the cap and gown is prohibited unless specifically authorized by the superintendent or his/her designee.

Students who fail to comply with these requirements may be excluded from participation in the commencement ceremony.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3052 Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

Leases of personal property using any federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

B. General Leasing Policy

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

C. Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For leases of more than \$5,000, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

D. Relations with Vendors

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than \$10,000

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$10,000 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 365 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property,

provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

B. Personal Property Valued in Excess of \$10,000

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$10,001 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4027 Part-Time Certified Employees

Percentage of Time. The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.

Acquiring Permanent Status. A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

Salary. The salary, benefits and leave entitlement of a part-time teacher shall be determined by multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic year's negotiated agreement. The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

Horizontal Movement on the Salary Schedule. A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule, and according to the applicable district policies.

Attendance at In-service Meetings, Faculty Meetings, and School Activities. A part-time teacher is responsible for attending in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

Continuation of Employment. The school district administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036

Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and purchases not available via a PO system. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$5,000.

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Building Principals, Activity Director, Business Manager, Superintendent's Administrative Assistant, Head of Maintenance. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees making a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records

Management Division. Employees must maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and Business Manager will conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3042
Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Bayard Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for

proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment,

experience, and efficiency of the construction manager **(up to thirty percent)**;

- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the CM@R method for a specific project, or at a later time but before the RFP is published and sent out.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
 - A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

- C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation,

and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
 - D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.
6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. §

13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043
Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

- I. **Definitions.** For purposes of this policy:
- A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.
 - B. **Board** means the District's Board of Education.
 - C. **Department** means the Nebraska Department of Education.
 - D. **Design-Build Contract** (D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
 - E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.
 - F. **District** means Bayard Public Schools.
 - G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.
 - H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.
 - I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
 - J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site

development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

- K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.
- L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;
- M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;
- N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

- A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

- A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section 3.1.

- 1. **Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:
 - a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District.

The Superintendent may, but is not required to, give public notice of such solicitation.

- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
 - c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.
2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:
- a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - i. A general description of the project;
 - ii. How interested firms can apply for consideration by the District; and
 - iii. The date by which individuals or firms must submit their statements of qualifications; and
 - iv. A statement that any individual or firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
 - b. To apply to be the District's PCD, applicants must submit a current statement of qualifications to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information

provided to the District to reflect any changed conditions of the applicant.

- c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it in accordance with its terms.
 - d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.
 - e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.
- B. Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All

such contract adjustments shall be made within one year following the end of the contract.

1. **Prohibition Against Contingent Fees.** The contract between the District and the PCD must contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

C. Effect of Unsuccessful Negotiations

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

- D. Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

- E. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.
- F. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as PCD.
- G. The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

IV. **Pre-Qualifying Design-Builders**

- A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request shall:
 - 1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest.
 - 2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
 - 3. Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the Design-Builder could perform it in accordance with its terms.

- V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

- A. The identity of the District for which the project will be built and the District that will execute the design-build contract;
- B. A copy of this Design-Build Contract Policy and all other policies related to the D-B Contract;
- C. The proposed terms and conditions of the D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
 - 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - 2. At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - 3. The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and

may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;

4. A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening proposals, the District shall cause a Notice of RFP to be:

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent directly to the prequalified Design-Builders only.

VII. **Preparing and Submitting Proposals**

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

VIII. **Evaluating Proposals**

- A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:
 1. One or more members of the Board;

2. One or more members of the District's administration or staff;
3. The PCD;
4. Any person having special expertise relevant to selection of a Design-Builder or construction manager under the Act; and
5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the District or the PCD.

- C. The District shall refer the Proposals for recommendation to the selection committee.
- D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 1. The financial resources of the design-builder to complete the project **(up to ten percent)**;
 2. The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
 4. The quality of performance on previous projects **(up to thirty percent)**;
 5. The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
 6. The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
 7. Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

- E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.
- F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

IX. Negotiating a Design-Build Contract

- A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor
- C. If the District is unable to negotiate a satisfactory D-B Contract with the highest ranked Design-Builder, the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a D-B Contract after negotiations.
- D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.
- E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.
- F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the Department.

X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts

- A. **Definitions.** For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:
 - 1. **Interested party** shall mean an actual or prospective Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the

failure of the District to award a contract to such actual or prospective Design-Builder.

2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and award.

B. **Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;
2. Appropriate identification of the relevant solicitation, and if a Proposal has been opened, its number, and date of opening;
3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not

resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. **Board Appeal Procedures.** Any interested party protestor, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The Board shall consider the Decision of the Superintendent and shall make the final decision on the protest. The Board's decision shall be final.

XI. **Refinements and Changes.** A D-B Contract may be conditioned upon later refinements in scope and price and may permit the District in agreement with the Design-Builder to make changes in the project without invalidating the D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria.** Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. **Projects Excluded.** The District shall not use a Design-Build Contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3044

Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent

permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3040 School Safety and Security

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, new memorials may not be

displayed anywhere on school premises. Existing memorials may remain.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing

the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for

possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4063

Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual extra duty contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time and Part time certificated staff -

There is an Extra Duty Log form that will be sent to the coaches/sponsors that they need to fill out each month with their times. During the school year if they are coaching during a school day they can only report hours before 7:30 am and after 4pm (part time depending on their set hours). Those hours are already being reported under their teaching contracts. This form is to be dropped off to the business office within the first week of the prior month they are reporting for. If they do not turn in any hours no additional hours will be reported to NPERS

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should

include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days

If a certificated staff member is assigned extended contract days, a separate extra duty contract will be issued. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed after the last regular duty day for teachers. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on: _____
Revised on: _____
Reviewed on: _____

April 29, 2026

Lori Liggett, Superintendent
Bayard Public Schools
P.O. Box 607
Bayard, NE 69334

Dear Lori

Copies of the annual review of the Safety Procedures for Bayard Public Schools are enclosed.

The Bayard School District continues to provide an excellent learning environment for students and staff. The safety committee is very proactive and works to identify safety hazards. Facilities are upgraded on a regular basis. Training for staff is excellent. All staff and students practice drills to prepare them if a crisis should occur. Communication concerning safety for students and staff appears to be excellent between all parties involved in the district operations.

I appreciate you allowing me to conduct the annual review. If I can be of any further assistance or you have any questions concerning the review, please do not hesitate to contact me at your convenience.

Sincerely



Allen D. Gross

Enclosure

Assignment Letter

Date

Dear _____:

This letter is to inform you that the school district's administration has assigned you to perform the extra duties indicated below for the Bayard Public school year. You will receive extra duty pay for each of these assignments as provided for in the district's negotiated agreement with the local education association. This extra duty salary will be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered.

Assignment	Annual Extra Duty Pay	Amount of Extra Duty Pay per Pay period

Your extra duty assignment will begin on or about June 1 and will conclude on or about May 31 of the upcoming school year. Your extra duty pay will begin about September 1 and will conclude on or about August 30 of the upcoming school year.

As a full-time certificated employee, it is anticipated that you will work more than 1100 hours based solely on your teaching assignment. In addition to your regular teaching duties, you will render service hours toward the performance of each of your listed extra duty assignments throughout the entirety of the contract year. You will dedicate time each month of the contract year toward fulfilling your extra duty assignment. In the exercise of your professional judgment, this time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event;

study of best practices in sportsmanship and student character growth; and any other identified duties: _____.

In the event you are assigned an extra duty assignment after August 1 of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when you undertake your assignment.

In the event your overall employment and/or your extra duty assignment is terminated prior to the end of the school year, you will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System. This may occur for any reason, including insufficient numbers to continue the activity.

If you have any questions about your assignments, please contact my office.

Sincerely,

Superintendent of Schools

I acknowledge receipt of this assignment letter on _____, 202_.

Teacher

VOLUNTEER SERVICES AGREEMENT

This volunteer services agreement, referred to herein as the "Agreement," is made by and between Bayard Public Schools, (Morrill County School District 62-0021-000),(the "District") and _____, (the "Volunteer").

The District agrees to allow the Volunteer to perform the duties of _____, and the Volunteer agrees to perform such duties subject to the terms and conditions set forth below.

1. Purpose of Agreement. The purpose of this Agreement is to describe conditions for a person who wishes to act as an unpaid volunteer providing service to the District. This Agreement does not establish any employer-employee relationship between the parties.

2. Nature of Relationship; Duties of Volunteer. The Volunteer's provision of services to the District under this Agreement is charitable. The Volunteer's duties and services are subject to assignment by the Superintendent or the Volunteer's supervisor. The Volunteer agrees at all times to perform all of Volunteer's duties faithfully, industriously, as directed and to the best of his or her ability, experience and talents.

3. Days and Hours of Service. The Volunteer's days and hours of service shall be assigned by the Superintendent or the Volunteer's supervisor.

4. Compensation. The Volunteer shall not receive any compensation for Volunteer's services. District representatives have not made and shall not make any promises or inducements to the Volunteer for providing services. Further, as the Volunteer is not an employee, the District will not provide the Volunteer with unemployment compensation, workers compensation insurance, or any fringe benefits.

5. Expense Reimbursement. The District may reimburse the Volunteer for actual expenses incurred in providing services. The Volunteer shall provide the District with receipts or other proof of payment for each expense for which the Volunteer seeks reimbursement. The School District shall make such payments on the Volunteer's behalf or reimburse the Volunteer only in accordance with Board policy and to the extent that such payments or reimbursement are permitted by law to be made to a volunteer. Any

reimbursement for transportation expenses shall be made at the rate established in Board policy or practice.

6. Policies, Rules and Regulations. The Volunteer shall be governed by Board of Education policies, District's rules and regulations, and supervisors' directives. Board of Education policies and District rules and regulations may be changed at any time, with or without notice to the Volunteer.

7. Termination of Services. This Agreement creates no property right for the Volunteer. Either may terminate services, with or without cause and without a hearing, upon giving notice. The Superintendent may, acting upon his or her own initiative, terminate the Volunteer's services and this Agreement. Such termination will be effective upon the date of the issuance of the notice. Provision or receipt of notice by the Superintendent shall be reduced to writing and attached to the District's copy of this Agreement.

8. Background Check. The Volunteer asserts that the Volunteer has never been charged with or convicted of any misdemeanor involving moral turpitude or any felony, or has disclosed in writing to the District administration details about any such charge or conviction. The Volunteer consents to, and agrees to cooperate fully in, any background check conducted by the District. This background check may include obtaining a report from a reporting agency that may include information concerning the Volunteer's criminal history. By providing the information requested below and signing this Agreement, the Volunteer consents to the District conducting a background check.

9. Confidential Information. The Volunteer may have access to certain student information while providing services under this Agreement. The Volunteer understands that state and federal law prohibit the disclosure of student records or information about students to any person other than the student's parents or the District's teachers, counselors, or administrators in the course and scope of their duties when they have an educational purpose. The Volunteer understands that unauthorized access, use, disclosure, or modification of student records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law.

10. Entirety of Agreement and Amendments. The Volunteer has read the entirety of this Agreement, fully understands its terms and conditions,

and agrees that this Agreement constitutes the entire agreement, and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. This Agreement shall be subject to modification only by a written instrument signed by the Volunteer and the Superintendent.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Volunteer (Signature)

Superintendent or Authorized
Designee (Signature)

_____, 20__.
Date

_____, 20__.
Date

Name (please print)

Date of Birth

Address

Telephone Number

**BAYARD PUBLIC SCHOOLS
CLASSIFIED STAFF ASSIGNMENT AGREEMENT
(MAXIMUM NUMBER OF HOURS ALLOWED)**

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between Bayard Public Schools, (MORRILL County School District No. 62-0021-000), referred to herein as the "District," and _____, referred to herein as the "Employee."

WHEREAS, the Employee is employed at-will by the school district as a non-certificated or classified employee; and

WHEREAS, the parties agree that Employee will coach and/or supervise the co-curricular and/or extracurricular activity: _____ in addition to his or her other duties;

NOW THEREFORE, in consideration of the mutual recitals and covenants of the parties herein, it is mutually agreed as follows:

1. The term of this assignment shall begin on _____ and shall conclude either (1) on the last day of the season for the sport or activity which Employee coaches or sponsors or (2) when the Employee has worked the maximum number of hours pursuant to paragraph 4 of the Agreement. After that time, Employee may continue to work for the district in Employee's non-coaching or non-sponsor capacity but shall no longer serve as a coach or sponsor.
2. Employee shall be compensated a total of \$_____ for Employee's service as a coach or sponsor.
3. Employee shall work for no more than a total of ____ hours [Take total compensation for the activity and divide by minimum wage (\$7.25)—delete this bracketed information in final contract.] in Employee's capacity as a coach or sponsor pursuant to this Assignment. Employee shall be required to log Employee's coaching or sponsor hours and to submit those hours to the Superintendent each pay period. The hours must reflect which duty the Employee was performing when the hours were logged.
4. Employee shall not work for **a total** of more than 40 hours in any given work week without the express approval of the Superintendent or Superintendent's designee.

5. In the event Employee receives permission and works more than 40 total hours in a given work week, Employee agrees to receive overtime compensation at one-and-one-half times the rate in place during the overtime hours worked.
6. Payment for extra duty assignments will be divided by the number of months in which it is anticipated the services will be provided and paid in equal installments in the pay periods following the months in which the service was provided. For example, an Employee who will be paid \$3,000 for an activity that is expected to occur in March, April, and May will be paid \$1,000 per month in April, May, and June. The school district shall compensate the Employee only for duties that are actually performed and for that portion of this Assignment which has been completed.
7. Notwithstanding any other provision of this Assignment, overtime pay earned in a particular workweek must be paid on the regular pay day for the pay period in which the wages were earned.
8. To the extent that this Assignment may be interpreted amend and modify the parties' agreement with respect to Employee's regular employment, the parties hereby affirm that this employment relationship, including the extra duty assignment and regular duties, is at will.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates indicated below.

Employee Designee	Superintendent/Authorized
Executed on _____, 20____.	Executed on _____, 20____.

BOARD POLICY BAYARD PUBLIC SCHOOLS

POLICY NO. 5416 - SCHOOL WELLNESS POLICY

The Bayard Public School (BPS) District is committed to providing school environments that support the needs of growing children and individuals as a whole and to ensure that all children are safe, supported, and engaged each day as they walk into our buildings. To support the needs of all students, BPS takes pride in promoting and protecting children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Bayard Public School District that practical and reasonable efforts will be made to comply with the following:

- The school district will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.
- All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the U.S. Dietary Guidelines for Americans.

District Nutrition Service staff will obtain and maintain the appropriate training necessary to be in compliance with the [Professional Standards](#) set forth by the National School Lunch Program.

- Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, our district will participate in available federal school meal programs.
- The district will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity, and will establish linkages between health education and school meal programs, and with related community services.

TO ACHIEVE THESE POLICY GOALS:

I. Wellness Team (School Health Advisory Committee)

Committee Role and Membership

- A. The school district will convene a representative Wellness Committee (WC) that will meet a minimum of four (4) times per year to develop, implement, monitor, review, and, as necessary,

revise school nutrition and physical activity policies, including this School Wellness Policy. The team will also serve as resources for implementing these policies.

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

Leadership

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

The superintendent and building administrators will ensure compliance with the policy and designate a Wellness Policy Committee.

II. Nutrition

Nutritional Quality of Foods and Beverages Sold and Served on Campus

Nutrition Guidelines Foods Provided/Sold Foods

Nutrition guidelines have been selected by the District for all foods available in each school building during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows: (1) school breakfast and lunch programs will be offered which meet or exceed the requirements of federal and state law and regulatory authorities and (2) no foods in competition with the school lunch or breakfast program shall be sold or otherwise made available to students anywhere on school premises during the period of one-half hour prior to the serving period for breakfast and lunch and lasting until one-half hour after the serving of breakfast and lunch. The Superintendent or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

School Meals

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP). *[Other District nutrition programs in which the district participates may include the Fresh Fruit & Vegetable Program (FFVP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Nebraska Beef in Schools programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts, Grab 'n' Go Breakfast, or others.]*

Meals served through the NSLP and SBP will meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations. When practical and available in a form that can be efficiently prepared, local foods will be used in the school lunch program.

Free and Reduced priced Meals

BPS will make every effort to eliminate any social stigma attached to, and prevent the overt identification of students who are eligible for free and reduced-price school meals. Information on free/reduced priced meals is provided in the enrollment packet that each student receives, multiple parent meetings, and is posted on the District website as well as social media platform(s).

The district will not use a debt collection agency to directly or indirectly collect, or attempt to collect, debts due or assessed to be owed on a school lunch or breakfast account of any student nor will it assess or collect any interest, fees, or monetary penalties for outstanding debts on a school lunch or breakfast account of any student.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all individuals and students throughout the school day and throughout every school campus. Students are encouraged to bring water bottles and use the multiple filling stations throughout each building site. If students do not have a water bottle, water fountains are available for use. The District will make free drinking water available where school meals are served during meal times, cups are available at no cost to individuals.

A la Carte/School Store

The district does not have an a la carte or school store.

Food Vending Machines

Any food vending will be in compliance with the Nebraska Department of Education School Nutrition Program guidelines and [USDA nutrition standards](#), Smart Snacks. To support healthy food choices and improve student health and well-being, all foods and beverages from vending machines outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. A summary of the standards and information is below.

To qualify as a Smart Snack, a snack or entree must:

- Be a grain product that contains 50% or more whole grains by weight (have a whole grain listed as the first ingredient), or
- Have as the first ingredient a fruit, vegetable, dairy product or protein food, or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable, and
- Meet the following minimum standards for calories, sodium, sugar, and fat:

Nutrient	Snack	Entree
Calories	200 calories or less	350 calories or less
Sodium	200mg or less	480mg or less
Total Fat	35% of calories or less	35% of calories or less
Saturated Fat	Less than 10% of calories	Less than 10% of calories
Trans Fat	0g	0g
Sugar	35% by weight or less	35% by weight or less

Fundraising Activities

To support children’s health and school nutrition education efforts, BPS will encourage fundraising activities that will promote physical activity and/or involve food that is in compliance with USDA regulations. Foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards may be sold through fundraisers on the school campus during the school day. Foods and beverages that do not meet the Smart Snack nutrition standards can be sold through fundraisers as long as they are sold after school hours.

Snacks

Snacks served during the school day have an emphasis on serving fruits and vegetables as the primary snacks and water or milk as the primary beverage. BPS will assess if and when to offer snacks based on the timing of school meals, children’s nutritional needs, children’s ages, and other considerations. Any snack provided by the district during the school day will meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations including but not limited to USDA Smart Snacks in School nutrition standards. Snacks that are served to or snacks that are available for students for purchase after the school day will meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations including but not limited to USDA Smart Snacks in School nutrition standards.

Caffeine

Beverages provided by and sold (via vending machines) by the District are free of caffeine. Food and beverages provided by the District are free of caffeine, except some food and beverages may have trace amounts of naturally occurring caffeine related substances. Per the American Academy of Pediatrics, caffeine and other stimulants have no place in the diet of children and adolescents.

Celebrations and Rewards

All foods and beverages offered or served on the school premises during school hours will meet or exceed the USDA Smart Snack in School nutrition standards or, if the state policy is stronger,” will meet or exceed state nutrition standards,” including through:

1. Celebrations and parties. The District will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the Alliance for Healthier Generation and from the USDA.
2. Classroom snacks brought by parents. The District will provide parents a list of foods and beverages that meet Smart Snack nutrition standards.
3. Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, withheld as punishment for any reason, such as for performance or behavior.

Celebrations and positive reinforcement are an important part of our District's culture of supporting students. Using food as a reward or withholding food as a punishment undermines healthy eating habits and interferes with children's ability to self-regulate their eating.

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, "state nutrition standards," such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students. Food and beverage marketing is defined as advertising and other promotions in schools.

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

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.

- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.
- Marketing through fundraiser and corporate-incentive programs, such as Box Tops for Education.

As the District/school nutrition services/Athletics Department and other school organizations review existing contracts and consider new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

III. Nutrition and Physical Activity Promotion and Food Marketing

Nutrition Education and Promotion

Bayard Public School District aims to teach, encourage, and support healthy eating by students.

Schools may provide nutrition education and engage in nutrition promotion as follows:

- Encourage nutrition education and nutrition promotion not only health education classes, but also classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects;
- Administrators may inform teachers about opportunities to attend training on nutrition and the importance of role modeling healthful habits for students;
- Teachers will have access to nutrition resources via Nebraska Action for Healthy Kids website and the Nebraska Department of Education Nutrition Services website.

Family & Community

Parents may, from time to time, be invited to join students for school meals. Family members and community members are encouraged to become actively involved in programs that provide nutrition education.

Staff Wellness

Bayard Public School District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle. This wellness team will develop, promote, and oversee a multifaceted plan to promote staff health and wellness. The plan should be based on input solicited from school staff and should outline ways to encourage healthy eating, exercise, and other elements of a healthy lifestyle among school staff. BPS staff members are encouraged to serve as healthy role models for students.

IV. Physical Activity Opportunities and Physical Education

Physical Education (P.E.)

- All students in grades K-12, including students with disabilities, special healthcare needs, and in alternative educational settings, will be provided the opportunity to receive physical education for the entire school year. Students in grades 7-12 may receive physical education as is allowed within their course schedules.
- Students will spend at least 50 percent of physical education class time participating in moderate to vigorous exercise.
- The curriculum will meet or exceed the health and physical education standards established by the Nebraska Department of Education.

Qualifications/Training for Staff for P.E.

We follow the Nebraska Department of Education for staff qualifications for teaching physical education. Teachers on record have an endorsement in physical education.

Physical Education Training

Our district has a policy of continuing education in the endorsement area of physical education and all teachers are required to abide by. The District provides funding for continuing education/opportunities to continue education in physical education.

Physical Education Exemptions & Substitutions

All physical education classes will follow a student's Individual Education Plan (IEP), Individual Healthcare Plan (IHP), 504, and/or Concussion Protocol requirements, such as Return to Learn (RTL) and Return to Play (RTP). Exemptions and/or substitutions will be made as needed for each student based on medical diagnosis/es, presenting physical and medical signs and symptoms, and/or physician order(s).

Facilities

The elementary and secondary buildings agree to share and use both facilities as needed for physical education. Agreements on use of facilities on off campus premises are but not limited to privately owned golf courses, city baseball and softball fields. The District will ensure that its grounds, facilities, and off campus

premises and facilities are safe and that equipment is available for students and staff to be active. The District will conduct necessary inspections and repairs.

Daily Recess

Elementary students will have at least 20 minutes a day of supervised recess, preferably outdoors. As a general guideline, if the wind chill factor is above zero degrees Fahrenheit recess will be conducted outdoors. Parents of students with medical conditions for whom this policy is a concern are to inform the school nurse, the classroom teacher, and the building administrator and upon request from school personnel shall provide medical verification, physician treatment protocols and prescribed medication as appropriate. Moderate to vigorous exercise will be encouraged verbally and through the provision of adequate space and age appropriate equipment.

Physical Activity and Punishment and Rewards (This guideline does not apply to extracurricular activities)

Teachers and other school personnel will not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity, other than reasonable limitations on recess, as punishment. Upon the agreement of the teacher, the principal, and the parent, students may be required to complete school assignments prior to attending recess. Alternative recess times or alternate recess activities may be assigned (walking during recess or cleaning the sidewalk during recess) for school disciplinary purposes. Teachers and other school personnel may use physical activity as a reward. Students may be rewarded an extra recess, an extended recess, an extra physical education class, and/or an extended physical education class by the following (*this is not an all inclusive list*):

- Good classroom behaviors
- Testing scores
- Classroom grades
- Reaching individual or classroom goals and/or
- Celebrations

Integrating Physical Activity into the Classroom Setting

For students to receive the nationally recommended amount of daily exercise (i.e., at least 60 minutes per day) and for students to fully embrace regular physical activity as a personal behavior, students need opportunities for exercise beyond physical education class. Toward that end:

- Classroom health education will complement physical education by reinforcing the knowledge and self management skills needed to maintain a physically active lifestyle and to reduce time spent on sedentary activities, such as watching television;
- Opportunities for physical activity will be incorporated into other subject lessons;

- When circumstances make it necessary for students to remain indoors and inactive for more than two consecutive hours, the students will be given periodic breaks during which they will be encouraged to stand and be moderately active;
- School administrators may inform teachers about opportunities to attend training on physical activity/physical education and the importance of modeling healthful habits for students; and
- Teachers will be able to access physical education/physical activity resources via Nebraska Action for Healthy Kids website and the Nebraska Department of Education PE Health website.

Family & Community

Information will be made available upon request to help families incorporate physical activity into the lives of all household members. Families and community members may be encouraged to institute programs that support physical activity, such as a walk to school program. The district may provide information about physical education and other school-based physical activity opportunities before, during, and after the school day, and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such supports may include sharing information about physical activity and physical education through a website, newsletter, or other take-home materials, special events, or physical education homework. School staff will continue to make school facilities available to community members and groups to promote physical activity and wellness for community members in accordance with other board policies and in accordance with the requirements of the district's insurance.

V. Monitoring and Policy Review Monitoring

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as Adopted _____ Reviewed _____ Revised _____ well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report. This wellness policy and the progress reports can be found at the District's website. The superintendent or designee(s) will develop and maintain a plan for implementation to monitor compliance with established districtwide nutrition and physical activity wellness policies and this wellness policy. The elementary and high school principal or designee(s) will monitor compliance with those policies in their school

and will report on the school's compliance to the school district superintendent or designee(s) upon request of the superintendent.

School food service staff will monitor compliance with nutrition policies within school food service areas and will report on this matter to the superintendent upon request of the superintendent. The district may annually incorporate wellness policy information into the annual report.

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

Recordkeeping

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

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

Annual Notification of Policy

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

Triennial Progress Assessments

At least once every three (3) years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

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

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

The District will actively notify the community of the availability of the triennial progress report which will include a copy of the Wellness policy, our district's WellSat 3.0 scorecard, district goal documents, and WC meeting minutes. This information will be posted on the school website.

Revisions and Updating the Policy

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

Policy Reference: Policy No. 1000 – Principles and Objectives for Community Relations

Policy No. 1401 – General Regulations for Use of School Facilities

Policy No. 1406 – Use of School Grounds and Facilities

Adopted: 5-8-2006

Reviewed: 7-12-2010

Revised: 6-8-2015

Revised: 5-3-2024

Reviewed 5-8-2026

Revised 5-11-2026



Meet our team

- Lori Liggett
- Crystal Batt
- Justine Jobman

- Shania Ashmore
- Bobbi Stuart
- Julie Cochran
- Zach Nesbitt
- Colton Ehler
- Micheal Simons
- Linde Rafferty
- Jon Armstrong

- Candace Ehler
- Kelley Rice
- Renee Harter
- Kim Burry
- Donna Stuart
- Brandy Rowe
- Jake Aulick
- June Neiger

Policy compliance results

Summarize results of the wellness policy assessment (e.g., strengths and opportunities for improvement) here **OR** add link to completed Step 1 documentation template using this chip:

[Step 1 Model Wellness Policy Comparison Results Template \(Final\)](#)

Wellness policy goals

1. Nutrition education/promotion
2. Physical activity
3. Other goals for student well-being

Summarize results on progress made in meeting your 3 district wellness policy goals across all grade groups (e.g., K-5, 6-8, 9-12) served **OR** add link to completed Step 2 documentation template using this chip: [Step 2 Progress Toward LWP Goals](#)

Key achievements

1. Elimination of caffeine products in school buildings
2. Elimination of non-USDA-compliant foods available during the school day.
3. Expanded farm-to-school initiatives
4. Offering Fruits and Vegetables programming

Next Steps

Address deficiencies and promptness in Nutrition Service staff trainings, including adequate record keeping and oversight.

Board Member _____ moved to approve the following resolution and Board Member _____ seconded its adoption: Resolution Approving Cooperative Sponsorship Agreement

WHEREAS, a proposed Agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school Softball program.

WHEREAS, a copy of the proposed draft is attached and incorporated by reference.
NOW, THEREFORE, BE IT RESOLVED by the School Board of School District No. 53-0001 as follows:

1. That the attached Cooperative Sponsorship Agreement does and hereby is approved.
2. That the Chair and Clerk are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and
3. That this resolution shall be effective only upon the adoption of a similar resolution by the Governing Board or School Board of the cooperating school(s) or school district(s).

The motion for adoption of the foregoing resolution by _____ was duly seconded by Board Member _____ and upon vote being taken thereon, the following voted in favor thereof, and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

Chair, Board of Education

Secretary, Board of Education

SPORTS COOPERATIVE AGREEMENT

This Agreement ("Agreement") is made and entered into by **Box Butte Count School District 65-**, commonly known as **Alliance Public Schools** (referred to herein as "**Alliance**"), and **Morrill County School District 64-**, commonly known as **Bayard Public Schools** (referred to herein as "**Bayard**"). The parties are referred to collectively as the "School Districts."

WHEREAS, the School Districts intend to submit an application for a Cooperative Sponsorship Agreement for girls softball with the Nebraska School Activities Association (NSAA) and desire to expand upon the terms of that agreement;

WHEREAS, the School Districts intend to continue the Agreement for Cooperative Sponsorship for a minimum of [2] years;

WHEREAS, the School Districts will each expend funds for equipment, uniforms, and other goods and supplies in order to participate in the Agreement for Cooperative Sponsorship that each party would like to recover in the event one of the other School Districts does not continue the Agreement for Cooperative Sponsorship for at least five years;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. **Condition Precedent.** This agreement, and each and every term herein, shall only be effective and enforceable if the application for a Cooperative Sponsorship Agreement for boys and girls soccer is approved by the Nebraska School Activities Association (NSAA).
3. **Term.** This Agreement shall have a term of 2 year(s), commencing on July 1, 2026, and ending on June 30, 2028. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before March 1 of its intention to terminate it at the conclusion of the then-current contract term.
4. **Personal Property Acquisition and Staffing.** Alliance shall bear the cost of acquiring any personal property that is needed or required for the implementation of this Agreement or the Agreement for

Cooperative Sponsorship, and shall retain ownership of such property in the event that this agreement is terminated. Alliance shall also bear the cost of any staffing necessary for the implementation of this Agreement or the Agreement for Cooperative Sponsorship, and shall retain authority over any individual assigned to perform duties in furtherance of this Agreement or the Agreement for Cooperative Sponsorship.

5. **Reimbursement for Student Participation.** At the conclusion of each athletic season governed by the terms of this agreement, Bayard shall reimburse Alliance in the sum of \$250 for each Bayard student who participated in the cooperatively sponsored sport at any point during the preceding athletic season.
6. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
7. **Employment Eligibility Verification.** The School Districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a School District employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
8. **Notice.** A School District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Board Presidents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Alliance Public Schools: Troy Unzicker, Superintendent
1450 Box Butte Ave
Alliance, NE 69301

Bayard Public Schools: Zach Nesbitt, Superintendent
726 4th Ave
Bayard, NE 69334

Notice is effective only if the party giving the Notice has complied with this section.

9. **Amendment and/or Extension of Agreement.** The School Districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.
10. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
11. **Counterparts.** The School Districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all the School Districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district. This Agreement is effective upon delivery of one executed counterpart from each School District to the other. In proving this Agreement, a School District must produce or account only for the executed counterpart of the School District to be charged.
12. **Assignment.** The School District shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.
13. **Entirety of Agreement.** This Agreement contains the School District's entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

Alliance PUBLIC SCHOOLS

_____ Date: _____, 2026
, Board President

Bayard PUBLIC SCHOOLS

_____ Date: _____, 2024
Donna Stuart, Board President

SPORTS COOPERATIVE AGREEMENT

This Agreement ("Agreement") is made and entered into by **Box Butte Count School District 07-0006**, commonly known as **Alliance Public Schools** (referred to herein as "**Alliance**"), and **Morrill County School District 64-**, commonly known as **Bayard Public Schools** (referred to herein as "**Bayard**"). The parties are referred to collectively as the "School Districts."

WHEREAS, the School Districts intend to submit an application for a Cooperative Sponsorship Agreement for girls softball with the Nebraska School Activities Association (NSAA) and desire to expand upon the terms of that agreement;

WHEREAS, the School Districts intend to continue the Agreement for Cooperative Sponsorship for a minimum of **[2]** years;

WHEREAS, the School Districts will each expend funds for equipment, uniforms, and other goods and supplies in order to participate in the Agreement for Cooperative Sponsorship that each party would like to recover in the event one of the other School Districts does not continue the Agreement for Cooperative Sponsorship for at least five years;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. **Condition Precedent.** This agreement, and each and every term herein, shall only be effective and enforceable if the application for a Cooperative Sponsorship Agreement for girls softball is approved by the Nebraska School Activities Association (NSAA).
3. **Term.** This Agreement shall have a term of **2 year(s), commencing on July 1, 2026, and ending on June 30, 2028.** Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1** of its intention to terminate it at the conclusion of the then-current contract term.
4. **Personal Property Acquisition and Staffing.** Alliance shall bear the cost of acquiring any personal property that is needed or required for the implementation of this Agreement or the Agreement for

Cooperative Sponsorship, and shall retain ownership of such property in the event that this agreement is terminated. Alliance shall also bear the cost of any staffing necessary for the implementation of this Agreement or the Agreement for Cooperative Sponsorship, and shall retain authority over any individual assigned to perform duties in furtherance of this Agreement or the Agreement for Cooperative Sponsorship.

5. **Reimbursement for Student Participation.** At the conclusion of each athletic season governed by the terms of this agreement, Bayard shall reimburse Alliance in the sum of \$250 for each Bayard student who participated in the cooperatively sponsored sport at any point during the preceding athletic season.
6. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
7. **Employment Eligibility Verification.** The School Districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a School District employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
8. **Notice.** A School District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Board Presidents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Alliance Public Schools: Troy Unzicker, Superintendent
1604 Sweetwater Avenue
Alliance, NE 69301

Bayard Public Schools: Zach Nesbitt, Superintendent
726 4th Ave

Notice is effective only if the party giving the Notice has complied with this section.

9. **Amendment and/or Extension of Agreement.** The School Districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.
10. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
11. **Counterparts.** The School Districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all the School Districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district. This Agreement is effective upon delivery of one executed counterpart from each School District to the other. In proving this Agreement, a School District must produce or account only for the executed counterpart of the School District to be charged.
12. **Assignment.** The School District shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.
13. **Entirety of Agreement.** This Agreement contains the School District's entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

Alliance PUBLIC SCHOOLS

_____ Date: _____, 2026

Tim Kollars, Board President

Bayard PUBLIC SCHOOLS

_____ Date: _____, 2024
Donna Stuart, Board President

Board Member _____ moved to approve the following resolution and Board Member _____ seconded its adoption: Resolution Approving Cooperative Sponsorship Agreement

WHEREAS, a proposed Agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school Softball program.

WHEREAS, a copy of the proposed draft is attached and incorporated by reference.
NOW, THEREFORE, BE IT RESOLVED by the School Board of School District No. 07-0006 as follows:

1. That the attached Cooperative Sponsorship Agreement do and hereby is approved.
2. That the Chair and Clerk are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and
3. That this resolution shall be effective only upon the adoption of a similar resolution by the Governing Board or School Board of the cooperating school(s) or school district(s).

The motion for adoption of the foregoing resolution by _____ was duly seconded by Board Member _____ and upon vote being taken thereon, the following voted in favor thereof, and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

President, Board of Education

Secretary, Board of Education

Administrative Monthly Report to the Board of Education

May 2026

Mrs. Ehler

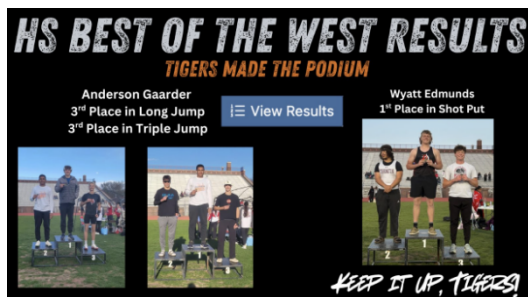
- Testing went very well, with students showing growth and increasing proficiency rates, and areas of need identified for next year. We have begun planning some training for how to enhance daily lessons to boost student performance.
- Our school store fundraiser raised \$611. Big thanks to Ms. Schluterbusch for making that happen!
- Our Elementary Field Day is on May 12. We had all of our student and staff shirts sponsored within 24 hours!
- Our elementary showcase was a huge success; we had over 200 people in attendance. Our basket auction raised just over \$1000 for elementary activities. Several of our afterschool partners attended as well.
- We will finish out the year with a Step Up Day (meet next year's teacher), testing celebration, talent show, AR party, and 6th-grade send-off.
- Thank you to the school board members for contributing to Teacher Appreciation Week last week! Our teachers have worked extremely hard this year to increase student learning. I believe our test scores are just a glance at the progress they have made.
- Scheduling is nearly finished for next year. Our aim is to be more efficient with how and where we use all of our staff.

Dr. Rice

- State testing results were very positive.
 - The Juniors average composite score is 17.43, with 4 students at or above a 20.
 - The Sophomore class had 64% test proficient in ELA (82% showing growth), 47% tested proficient in math (59% showing growth)
 - The Freshman class had 57% proficient in ELA (ALL freshman showed growth), 50% proficient in Math (79% showing growth)
 - 8th Grade had 39% test proficient in ELA (56% showing growth), 61% tested proficient in Math (65% showing growth), and 65% proficient in Science.
 - 7th Grade had 52% test proficient in ELA (21% showing growth), 37% tested proficient in Math (47% showing growth), and 57% tested proficient in Science.
- Because of the great effort shown in testing, we will have a celebration on Friday, May 15th.
- 6th grade shadow day was on April 24th. Students are excited to cross the street next year.
- Henry Dueker was inducted into National Honor Society on April 29th
- High School Award's Day will be Thursday, May 14th
- The new Social Studies and Math curriculum has arrived.

Mr. Nesbitt

- I am currently filling the activities sponsor list for the 2026-2027 school year. We have filled most of the positions, but we have a few open positions. With some more positions to be filled, I am looking for those who might help, and I will be reposting our openings again on social media.
- **Boys Golf:** We have our home meet on Tuesday, May 12th, here in Bayard. They travel to districts in Ogallala for their district meet this year. They completed many meets with WTC and MAC both in the past 2 weeks. Kyle Perry placed in the top 10 at both meets and was all-conference for both the WTC and MAC. All the golfers are growing toward the end of the golf season and are looking to get better through the rest of the season.
- **HS Track:** The track teams qualified 7 boys and 5 girls for the Best of the West in high school. They competed hard and were able to complete another good meet. The boys and girls teams both won the MAC just last weekend, held here in Bayard. They were able to help complete the Bayard sweep of the MAC track. BCD has just occurred, and districts is just around the corner.



- We will be hosting district track this year and are getting all set up for that meet on Wednesday, May 12th. The true compliments will always go out to our staff members who put in the time that day to make it a great day. We hope to qualify many kids in class D this year.
- **JH Track:** The JH track team qualified 9 boys and 2 girls for the Best of the West JH school. The JH boys were 2nd in the MAC, with the girls finishing 3rd in the MAC. They won many events and placed high in most events on the day.



- The secondary music concert was at the beginning of May, with many families in attendance. I would like to commend Dr. Rice and Mrs. Rebecca Smith for a great night of showcasing our kids, just one night before districts.
- District music was recently, and we saw some great things in Alliance. The large ensemble received a superior performance with many of our talented students also receiving
- We had **prom** on April 25th, and it seemed to be a good night for all. They had a great dance and were able to attend the post-prom put on by junior parents with many great prizes.
- The **elementary field** day will be on Tuesday, May 12th for K-6 grades, starting at 9 am. They are looking forward to a great day.
- The **elementary concert** was on May 7th, and Mrs. Rebecca Smith is to be commended. It was a fun-filled, light, energetic night with great music that you could tell the kids truly enjoyed. Also, the elementary band members showcased how much they had learned over the year and hope they will continue to the next level. It was a great night.
- We will have HS **awards day** for the high school on Thursday, May 14th, with many NSAA, conference, activities, and academic awards. It will be a great showcase for the high school students and especially our seniors as they complete their senior careers. We have many students who are academic/athletic award winners that show how outstanding they are in both the classroom and in the activities they choose to participate in.
- **Graduation** is on Saturday, May 16th this year.
- **FFA:** The FFA had its end-of-the-year banquet and had a great turnout. They had many awards, showcased yet another great FFA year, saw our senior leaders off, and welcomed in the new officers. It was a great night for the FFA to showcase for our students, staff, families, and community members. They have also been running the greenhouse and selling plants to many community members, both locally and from the panhandle.
- Mr. Rafferty and the FFA Chapter opened the **Greenhouse** with an Open House held on May 8th. The sophomores and sophomore parents were able to look at the plants early as they have been working hard in the greenhouse. They will also plan to be open during district track.
- **School Physicals** were completed on May 6th. I would like to commend Nurse Jobman for her leadership. We had 89 current 6th through 11th grade students receive their physicals that day. We also want to thank Morrill County Community Hospital for coming out to help with these physicals for our students, along with Trevor Eirich who came out to help with the physicals from the Chimney Rock Chiropractic as well. This is a great opportunity for our students and families.

April 2026

Mrs. Ehler

- NDE came to do our Spring CSI Visit on April 7 . They praised our use of data, intentional interventions, our focus on attendance, progress made in Special Education, and Teach Like a Champion professional development. Next steps for us will be integrating our Teach Like a

Champion strategies to plan out lessons and focus on building more independence (something we have seen in our IPG walkthrough data).

- We are hosting a “Beyond School Bells” event in coordination with our Student Showcase and will have several of our partners joining us that evening.
- Our Book Vending Machine is up and running! This was a donation from Teammates and students are really excited about it. Students can be given a “Leadership Legend” certificate by any adult in the building when they demonstrate the 7 Habits of Leader in Me. Students are going to be drawn every Friday to earn gold coins that are used in the vending machines.

Dr. Rice

- We will begin testing this week. Students have set personal and class goals, and have voted on some incentives. The administrators will be serving breakfast to our students on Tuesday morning to kick off the week.
- The Jr. Class took the ACT on March 24th. As part of their incentives, the administration served them a lunch consisting of brisket, mac and cheese, and brownies. The students were appreciative and worked extremely hard to do their best. Test scores are starting to come in, and we will hopefully have an update by the board meeting.
- The 6th-12th math teachers have met and would like to switch curriculum. They looked at several options and decided on the Reveal program. The main concerns with our current program are 1. Students need to have more paper/pencil practice to show their work instead of guessing through multiple-choice options. 2. Reveal provides explicit instruction, and ILC is more focused on discovery. 3. Our math scores have not improved with the ILC model of Problem-Based Learning.
- I have looked into Prep Scholar (an ACT prep program) to replace Ontocollege. The cost is the same, but Prep Scholar provides diagnostics and assigns modules based on areas of need. We believe this is a better option for our students.
- Our Seniors participated in County Government Day on April 8th. I would like to thank the Morrill County Commissioners for organizing this event.
- I would like to commend Mrs. Rafferty for all of her work on next year’s schedule. Moving to a 9-period day has presented some challenges, but the final product provides some additional opportunities for our students.

Mr. Nesbitt

eSports - They have completed their year.

Band/Choir - It is a busy season for music. They competed at the MAC music contest. They have district music coming up on April 22nd in Alliance. They also have their spring concert on April 21st. Good luck to our music programs in their busy time of year.

FFA - The FFA students who qualified for state attended Lincoln and did a great job. Below you will find all the information from that event. They will also be doing their awards night on May 4th.

STATE FFA RESULTS

Congrats to the Bayard State FFA Degree Recipients

Tayten Wyckoff
Emilee Houchin
Shelbie McKibbin
Nolan Dueker
Noah Manka



STATE FFA RESULTS

Way to GO!

Ag Demo - Bronze Medal
 Coy Armstrong
 Nolan Dueker
 Kali Todd-Hopkins

Extemporaneous Speech - Bronze Medal
 Tayten Wyckoff

Welding - Shelbie McKibbin (White Ribbon)

Environmental & Natural Resources - Cole Rafferty (Blue Ribbon)

Ag Communications (Team - Red Ribbon)
 Henry Dueker (Purple Ribbon)
 Jaycek Belknap (Purple Ribbon)
 Zach Ziemer (Blue Ribbon)
 Malsea Chase (Red Ribbon)

Floriculture (Team - White Ribbon)
 Bailey Sinks (Blue Ribbon)
 Malsea Chase (Red Ribbon)
 Braylea Halverson
 Jayde McAllister



JH Track - JH track participated in the Scottsbluff meet this past week, and we had our home meet on the same day as the board meeting. Kids are participating and working hard. A note, Tragen Wyckoff missed breaking the mile record in Scottsbluff by 0.35 seconds. He ran a 5 min 35 seconds, which is great. We have most of the JH out for track, and they have been balancing interventions and practice to be ready for spring testing and track. They are becoming well-rounded.

HS Track - The high school track team has gotten started this year. They have participated in 3 meets so far, with WTC coming up on April 18th. We have had some great personal records for kids in some difficult meets the past few weeks. We have 3 more meets at home before the end of the year, and are excited to see what our kids can do for the rest of the season. They are working hard to get some kids ready to qualify for the state meet in May.

HS Boys Golf - The boys got started with a dual in Bayard with Bridgeport. They had a good time on the course, and Mr. Roberts is excited with so many new kids out for golf this year and a good returning senior. They get started and have a busy year ahead of them.

Speech - We have 7 kids participating in speech this year. Recently they competed at the district event. They had a great year of district speech, and the results from districts are below.

D1-6 DISTRICT SPEECH RESULTS

The speech team competed at districts in South Platte today and had a great day!

Antonio Gonzales
 D1-6 Oral Interpretation of Humorous Prose
4th Place

Lauren Schmunk & Emilee Houchin
 D1-6 Duet Acting
6th Place



CONGRATS TIGERS!

Quiz Bowl - They have been busy for the last month. They have competed in the WTC and MAC competitions. The JH has also been to many meets. The 7th-grade team just won the Banner County meet. The HS placed in the top 3 at the MAC and WTC meets as well.

March 2026

Mrs. Ehler

- NAEP (National Assessment of Educational Progress) was completed March 5 by our 4th grade students. This will be reported to Nebraska and nationally (not school specific).
- ELPA 21 Summative Assessment was given to our English Language learning students. Mrs. Dalbey helped administer this assessment and we will be receiving those results toward the end of the school year. This is one population that we have growing and it will be important to use this information to guide classroom instruction.
- Read Across America Week was celebrated March 2-5 with reading activities each day.
- Our Leader In Me Coach, Jennifer Jones, met with our Lighthouse Coordinators on February 25 to assess our progress toward recertification of Lighthouse Status. We are also exploring potential grant opportunities to continue our LIM membership next year.
- Interventions continue to be altered based on student needs. Teachers and students will be setting goals for Spring testing.
- Leadership Binders went home this past week to share with parents how our students are tracking their own progress, sharing work they are proud of, and getting feedback from parents on what changes they would like to see in our school.
- C-SHOP was completed for our 5th and 10th grade students. A big thank you to Marlena Leondard and Amy Hernandez for making that happen and coordinating with me in Nurse Jobman's absence.
- We are beginning to plan for Summer School and Summer Pathfinders.
- The Student Lighthouse Team is preparing for our annual Bingo Night. This fundraiser benefits all of our students to pay for AR parties and other elementary events. If anyone is interested in donating prizes, contact Mrs. James or Mrs. Ferrero!
- We were recently awarded a grant for an afterschool event, and in coordination with our Catalyst grant, Tyson Schmunk will be coming in to work with our students on some marketing techniques to promote our Pathfinders program and our school.

Dr. Rice

- The 6-12th-grade math teachers met to discuss the gaps in the ILC math curriculum. They were also concerned about students not having enough practice on concepts. We are working with Kristin Kasten to review other curricula to see if a switch is feasible.

- Teachers will be meeting on Monday to look at data and determine any changes that need to be made to interventions.
- A representative from WNCC will be here on March 17th to administer the Accuplacer Test. Students who wish to enroll in dual credit classes in the fall will be taking the test.
- The journalism class has submitted 21 entries into the preliminary contest. There were 3,189 entries in all 3 classes, including 52 schools in class C.
- The sophomore class has the greenhouse up and running. We will have a great variety of plants again this year.
- The CNC machine is here, and the training will take place on March 10th. 6 students and Mr. Rafferty will go through the training.
- 5 students attended an Art Challenge in Alliance. The goal was to create art using recycled materials. I would like to thank Mrs. Klassen for giving our students this opportunity.
- Quiz Bowl was held on March 4th. The A team placed 2nd, and the B team placed 4th. Bailey Sinks made the All-Tournament team, and Cole Rafferty and Henry Dueker received Honorable Mention.
- We are planning to have a 9-period day next year. Teachers have been asked to share ideas for additional elective courses they would like to teach. These options will then be placed in the Google Form and used to create the Master Schedule. I would like to commend Mrs. Rafferty for the work she does to ensure that our Master Schedule meets the needs of all students.

Mr. Nesbitt

eSports - They have been practicing hard throughout the days. Mr. Erdman has done great with these kids, and they have started back into competitions.

Band/Choir - The high school kids not in boys basketball, JH kids, and community band finished out the year strong, playing at our subdistrict basketball games in Bayard. It was awesome to see such great support from all our school and alumni band members.

FFA -

The sophomores traveled to Central City to get plans/flowers for the greenhouse. They have been working hard to get everything planted.

We had another team qualify for state FFA coming up in March. The Natural Resource Team



qualified.

FFA week was last week, and they had great opportunities along with a competition for the week. They played cornhole, drove anything but a car, and used anything but a backpack to school, and provided donuts for the teachers one day. They had a great time.

JH GBB - They finished up their season with a second-place finish in the MAC tourney.

JH BBB - The boys have worked hard all year, and they finished strong with a win over Morrill to get 3rd place at our home tournament.

HS GBB - The girls finished out the season with a first-round subdistrict loss to Wauneta-Palisade. They finished the season strong with double-digit wins, going 10-16 on the year.

HS BBB - The boys finished up their season at home in the sub-district final against Potter-Dix. They lost in a heartbreaker that night by only a few points, but finished strong, and we couldn't be more proud of them.

HS BWR - The boys' wrestling team finished up the year with 3 boys qualifying for the state tournament. Coy Armstrong, Nolan Dueker, and Jared Perkins qualified for the state tournament. They went down and wrestled hard, but came up a little short. The entire wrestling team grew and did well all year. We also recently found out they got 3rd place in the MAC tournament, and we had 6 wrestlers receive MAC all-conference honors.

HS GWR - Maliyah finished up at state wrestling hard, but came up a little short. The entire wrestling team wrestled hard this year and grew so much over the year.

JH GWR - All 4 of the wrestling girls finished the season strong, placing in the top 4 at Hemingford to finish out the year. They all grew throughout the season as new wrestlers.

Speech - We have 7 kids participating in speech this year. Recently they competed at the MAC meet in Gering. They competed well, and we came home with some places. They will be going to a couple more meets prior to districts.



Track - Track has started for the HS boys and girls recently. Currently, we have around 19 boys and 15 girls out for track this year. They are looking forward to a great year on the track, prior to us hosting districts on Wednesday, May 13th.

Participation numbers: Ms. Liggett included a copy of the number of participants in each sport next year. These are estimates, but I did use colors to help with those who were for sure and those who were not as for sure. Overall, I thought numbers were up in boys' sports after looking. Girls' numbers were very similar or down in a couple of sports.

Hosting: Quiz bowl for larger schools, quiz bowl for MAC schools, JH Quiz bowl for multiple schools. They pay a fee for their own lunches to reduce any cost to the district.

We hosted boys sub-district basketball for Minatare, Potter-Dix, and Banner County. The state takes some of the funds for these events, but we work to try to break even for hosting these events.

We will be hosting district track on May 13th again this year.

Scheduling: This is well underway, and officials have been hired for volleyball, football, basketball, working on wrestling, and track next year already. Costs for football officials have gone up significantly for next year. (From \$750-\$1000 for a game) We have put 3-4 of our volleyball games on Fridays with football games, so we can travel together at times and try to get more people in the stands for all these events as well to help offset the costs. By the end of March, 95% of the scheduling should be completed for the 2026-2027 school year, with officials hired and times set.

February 2026

Mrs. Ehler

- 8 Sixth-grade students participated in Sing Across Nebraska on Saturday, January 31. There were a total of 150 students who participated in the clinic and concert.
- 4 elementary staff continued with STEPS training with the Autism Spectrum Disorder Network to learn more about serving our students.
- A team attended our required CSI training in January to do a root cause analysis to address our current goals and make adjustments for the remainder of the year. We will be using this same process as a part of our Continuous Improvement Planning for our entire district.
- OTUS (our online student data collection system) is up and running. Elementary teachers are now beginning to utilize it for Math assessments and we will be tracking K-12 data (eventually Preschool as well) that includes state, district, and local assessments. Eventually, it will also house the MTSS and EL plans, and intervention group tracking.
- We have hosted a few tours from Lake Minatare families who are interested in potentially bringing their children here next year.

Dr. Rice

- The intervention/enrichment groups are up and running. Teachers are tracking their lessons and setting goals with their students. We are using a variety of methods for intervention including IXL, Practice NSCAS tests, previous Pre-ACT tests, StudySync practice assessments, and others.
- Mrs. Rafferty has put together a tentative schedule for interventions/enrichment classes for next year should the 4 1/2 day be approved.
- Mr. Reinmuth sent an application into Platte Valley Bank for the purpose of purchasing robotics kits for his computer class. We received word that Platte Valley has awarded the program \$12,749.97. We are working with Jill Allen to plan a presentation of the check.
- Candace and I have met with Yvonne Lease and Marcy Thomalla with Monument Prevention Coalition. We would like them to come to parent/teacher conferences and our concussion training to visit with parents about substance abuse and digital citizenship. They are also working on potential speakers to come next year to present to our students.

- I will be completing the remaining teacher evaluations in the next few weeks, and will complete the para evaluations by the end of March.

Mr. Nesbitt

eSports - They have been practicing hard throughout the days. Mr. Erdman has done great with these kids.

Band/Choir - They have been busy. They performed the National Anthem at the Nuggets on January 18th. They had great seats and fundraised their entire trip.

UNK Honor Choir was on January 26th, with Zoe Masher, Mailey Wood, Kylie Lashley, and Krista West being chosen. They had a great experience and performed in the concert at the end.

High Plains Honor Choir was on February 1st-3rd, just this last week. Mailey Wood and Kylie Lashley were chosen to attend and performed at the concert at the end of the 2 great days.

We had a group of students perform at the MAC music for band at the end of January. These students included Bailey Sinks, Wyatt Edmunds, Ava Gonzalaz, Yadira Gonzalez, and Madison Knaub.

FFA - They had a large group of students attend the Denver Stock Show on January 19th. They had a great time and always come back with lots of stories about what they learned. Tayten Wyckoff showed at the Denver Stock Show this year and placed in the Top 5.

We have 5 students who will be receiving their State FFA degrees this spring.

STATE DEGREE RECIPIENTS

Seniors: Noah Manka Nolan Dueker Shelby McKibbin	Juniors: Emilee Houchin Tayten Wyckoff
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These five members of the Bayard FFA, will receive their state degrees in April 2026.

They competed at Gordon-Rushville in food sciences, vet sciences, and small engine mechanics. Results to come out soon. They are getting ready for their busy time of year.

JH GBB - They are back into practice as they will participate in the MAC tournament here in Bayard this week. They will play Potter-Dix in the first game on Thursday.

JH BBB - The boys have worked hard all year and got their first win against Minatare last week. They compete against Garden County at the MAC tournament here in Bayard on Thursday.

HS GBB - The girls just won the 5th place game against Gordon-Rushville at WNCC. That takes them to 8-10 on the year. They are a week away from subdistricts that will probably be in Morrill. They are excited to head into postseason play.

HS BBB - The boys have competed hard recently with some tough teams that will help grow into subdistrict time. They are currently 7-10 on the year with 2 more regular-season games. They are at the top with a chance to host our subdistrict this year.

HS BWR - The boys' wrestling team has been busy with many meets recently. They competed hard at the WTC/SPVA/MAC/PAC tournament.

BAY Bayard, NE		
NAME	WEIGHT	PLACE
Aiden Schultz	285	3
Cole Rafferty	120	6
Coy Armstrong	150	4
Henry Dueker	113	6
Jared Perkins	190	2
Jaycek Belknap	138	-
Nolan Dueker	126	5

HS GWR - They just got done competing at districts, and Maliyah Olsen qualified for the state tournament this year.



JH GWR - We have 4 girls out for JH GWR, and they have competed in multiple different meets in January. Brooklyn Stuart has placed in the top 2 in multiple meets, leading the way. Khloe West and Ali Johnston have also placed this year, and Luisia Garza is competing in our home meet for her first meet of the year. They have a couple more tournaments throughout the year, but they have grown so much and look forward to continued success.

Hosting:

We have just finished being the host school for the WTC basketball tournament hosted at WNCC. I would like to thank everyone so much for your support, not only monetarily but with food donations. Also, the community support from Tiger Paws, Brendals, and Al's Market was great. We have worked together and got so many compliments for everything. I am glad we only have to worry about this 1 time every 7 years for sure.

We will be hosting JH MAC on Thursday and Saturday. We are going to be able to use a lot of the items we had for the last events, which will be great. We will have all the JH MAC basketball kids in our facilities this week. It is great to be able to showcase not only our kids, but also our great facilities for our conferences.

Administrative Monthly Report to the Board of Education

December 2025

Mrs. Ehler

- Staff have participated in four sessions of Teach Like a Champion which focus on easy to use and highly effective instructional practices.
- All elementary teacher evaluations have been completed.
- Our visit from NDE for our CSI designation went very well. They were pleased with the PLCs, teacher observations, and use of data to inform instruction. They would like to meet with us in January to do a root cause analysis to give suggestions outside of what we had already identified. They did not have any immediate recommendations for us.
- Our Early Intervention Team (Birth-3 Special Education teachers and providers) completed a training on the changes for IEPs and MDTs.
- Winter testing is underway. We plan to meet throughout December to look at data and adjust interventions accordingly.
- Our Book Fair in November was a huge success. We had the highest sales to date at \$6,431. Scholastic gives half of the sales back to us in Scholastic dollars, which we will use to purchase books for the library. This reduces the cost for the district and still allows us to meet requirements for our library.
- We did our first “Sucker Pull” at the library, which raised \$135. This will help to pay for the participation in the Spelling Bee.
- A combination of private donations and soup supper funds was raised to purchase Thanksgiving boxes for 18 of our BPS families. The Greek Orthodox Church organized the purchase and delivery of the boxes for us this year.
- We will be working with Stephanie Smith from ESU 13 next semester for some ELA professional development, building on our WORDS training from the previous two years and focusing on higher level skills and instruction.

Dr. Rice

- The Veterans’ Day program was well-received. I would like to commend Mrs. Rafferty and Mrs. Ferguson for organizing the program. I would also like to thank Mrs. Arika Gifford for directing the 7th-grade choir for this event.
- We have recently hired Mr. Xzeres Avilez as a para. He is a Bayard Alum and is doing an excellent job in his new position.

- A Social Studies meeting was held on Dec. 1st to start previewing new curriculum samples. The plan is to have something selected by the February meeting for board approval.
- Testing will begin this week. Once scores are in, Mrs. Rafferty and I will meet to organize students into different intervention groups, which will begin in January.
- Mr. Reish and Mr. Stuart recently attended a transition training session to better prepare students for their plans after high school.
- Teachers are registering for various Professional Development sessions that will be held at the Mid-Winter Conference in February.
- I will be attending the Graduation Ceremony at VALTS on December 17th for one of our students. We are extremely excited for this person and for their future!
- Congratulations to Kylie Lashley and Mailey Wood for being accepted into the UNK Honor Choir and to Krista West and Zoe Mascher for being accepted into the UNK Treble Choir. This event will take place on January 26th.
- The elementary Christmas Concert will be on December 9th, and the HS will be on December 16th. I would like to encourage the board to attend both programs, as the students have been working very hard to prepare. I would like to commend Mrs. Becca Smith for her commitment to the music program.

Mr. Nesbitt - Activities

eSports - We have our first-ever state placer in eSports. Jaydn Miller was the runner-up in the Division 4 chess category. He played in the championship a couple of weeks ago and lost a tough battle. Congratulations Jaydn!

Choir - We had 13 students selected to be a part of the WTC honor choir held in Hemingford this year. They had to audition and be selected. 2 of the participants, Lexi Nesbitt and Shelbie McKibbin, were 4-year participants, meaning they were selected all 4 years of high school.

Boys JHWR - The boys are almost done with their season. They have 14 who have started and will complete the season with many wins. They placed 2nd as a team in Morrill. We had 4 champions and 4 top 4 placers at our home Bayard meet. We want to thank Trevor Eirich and Chimney Rock Chiropractic for donating shirts for all the champions again that day. It makes our tournament unique and fun for the kids.

One Acts - Our play production students have had a successful year, starting with a one-act dinner theater as a fundraiser. We were joined by over 80 people that evening, and they were given pizza and a show. Since then, they have competed at the MAC and received 5th place, which is the highest One Acts has placed in many years at competition, and competed hard at the WTC, finishing 7th. They will compete at districts in Ogallala to try to earn a trip to the state event.

Fall Awards - We had our fall awards banquet on November 10th for football, volleyball, and softball. Coaches did an excellent job of awarding our kids, and our kids earned many honors not just at the

team level, but conference and state levels in those activities. Girls' golf will have awards with the boys in the spring.

FFA - We had numerous students attend a competition in Chadron on November 19th with great success and state qualifiers. Results are as follows:

- Ag Demo- Kali Hopkins, Coy Armstrong, Nolan Dueker- 2nd place. State bound
- Extemporaneous Speaking- Tayten Wyckoff- 3rd place. State Bound
- Ag Demo- Cole Rafferty, Kinlee Schmaltz, Layni Nesbitt- Red ribbon
- Creed Speaking-Kaidi Lee- Blue ribbon
- Maisea Chase- Cooperative Speaking- Red ribbon

JH GBB - We have 10 players this year, with some new kids playing. We have been able to play an A game with a 15-minute running clock 2nd game to allow good reps for our kids. Other schools have been very accommodating of this plan. They are yet to get their first win, but you can see the massive amount of growth over the past games. They will be completing their season this week.

HS GBB - We have 11 girls out this year and plan to have 1 quarter of JV to get some reps for girls then the varsity games. They began their season in Mitchell. Coach Ehler said he is seeing a lot of growth and good things. He is excited for the year.

HS BBB - We have 14 boys out this year and plan to play as many full JV games as possible to get reps for the boys, along with varsity. They began their season in Mitchell. Coach Simons is seeing a lot of younger kids work hard for positions, and great leadership from his returning ball players. He is looking forward to the growth and learning for this crew to the end of the year in a D-2 subdistrict.

HS BWR - We have 10 boys out for boys wrestling this year, with a large crew of upperclassmen. They have been alpha tested and are looking forward to their first meet in Mullen. Coach Barker is looking forward to some great success with his returning kids and great things from his underclassmen. We will have parents' night and a home wrestling triangular in Bayard on December 11th at 5 pm with Mitchell and Bridgeport. Hoping to see lots of people come to support these boys.

HS GWR - We have 5 out for girls wrestling as we had one join a little late. They have alpha tested and had their first meet in Chadron this past week. They have no seniors on the team this year, but Mr. McKibbin said he can see great things for this underclassmen coming up. He is excited to see where this season takes these girls with all the different tournaments they will be participating in this year. We will have parents' night and a home wrestling triangular in Bayard on December 11th at 5 pm with Mitchell and Bridgeport. Hoping to see lots of people come to support these girls.

Quiz Bowl - Mrs. Raffery has begun quiz bowl practice with the kids and looks forward to their first high school meet in Mitchell next week. Then the first JH meet on Friday in Sidney.

Christmas Concerts - The Elementary Christmas concert will be held on Tuesday, December 9th, starting at 6:00 pm. We will not plan to stream that event. The JH/HS Christmas concert will be held on Tuesday, December 16th, starting at 6:30 pm.

Administrative Monthly Report to the Board of Education November 2025

Mrs. Ehler

- Teammates have successfully made 7 matches. It is great to have adults in our building frequently meeting with their mentees.
- We are so thankful for NRD and Kinsey, and Heath Senkel. They donated over 200 pumpkins and gourds for our elementary students to decorate. The high school PE and Art classes helped to place all of the pumpkins outside (front lawn and playground) so that students could come out and choose their own pumpkins.
- Red Ribbon Week was a big success. The theme this year is Life is a Puzzle Solve It Drug Free.
 - Monday - School Spirit
 - Tuesday - Wear your favorite Hat Day
 - Wednesday - Wear as much Red as you can! Guest speaker for assembly: Kristin Massie from Gering PD
 - Thursday - Pajama Day
 - Friday - Wear your favorite Halloween Shirt and then change into costumes for your party.
- PLCs are now meeting weekly to review student data and be able to adjust instruction in core classes as well as interventions.
- The Continuous Improvement Plan team attended a training in Sidney on October 22. We are working on updating our CIP in preparation for our external visit next year.
- Fall tutoring is underway. This was previously paid for through our UNL partnership with the WORDS project. This year we are able to have 10 tutors in the fall and spring teach groups through the 21st Century grant (Pathfinders).

Dr. Rice

- The ACT was a big success; scores are starting to come in, and currently, we have one student who scored a 33 and another who scored a 27. The national test does not require the science test, but when the JRs take the test in the Spring, their composite scores will include both the Science and the Writing portion, which should increase composite scores.
- Our students had a strong performance at CSC Scholastic Days, placing 6th out of 13 teams.
- Many of our JRs scored well on the ASVAB. This year, the test was taken digitally, and the results were explained on the same day. We appreciate the National Guard recruiter who came and worked with our students.
- The CIP team attended a training session in Sidney on Oct. 22nd.

- The Secondary Students had a great time on Halloween, dressing in costume and trick-or-treating in each of their classrooms.
- 14 students were selected to participate in the WTC Honor Choir on Nov. 17th. We also have 4 students who auditioned for UNK Honor Choir and 5 students auditioning for CSC High Plains Honor Choir.
- Show Choir received a Silver at Old West Weekend. We look forward to reading and listening to comments to improve our show.
- FFA received an \$8,000 donation from the American Legion for the plasma cutter. We are appreciative of the support the Legion has shown the FFA Program.

Mr. Nesbitt - Activities

- **HS Volleyball** finished the season at Morrill in the subdistrict match last week. They ended the season at 10-16 with a notable 3rd place in the MAC conference a couple of weeks ago. We were also able to have parents and senior night during their last home game against Minatare to also include girls golf. It was a great night with many fans.
- **HS Football** finished the season with Mullen a couple of weeks ago. They went 1-7 on the year with a win over Morrill and a close game with Hyannis. They experienced significant growth over the year, accompanied by some notable achievements. We were able have parents and senior night for the football boys at the last home game vs Mullen. We had many fans and parents in attendance for our last home game.
- **JH Volleyball** completed its season at Kimball a couple of weeks ago. They finished 3rd in the MAC tournament in Leyton and finished with 9 wins on the year.
- **JH Football** completed their season undefeated with a win over Bridgeport the last week of the season. They ended 6-0 on the year and were able to have a pizza party provided by Tiger Paws after their season. Thank you to Tiger Paws for your amazing support of Bayard Public Schools.

- The **21st Century Singers** attended Old West Choirfest on Saturday, November 1st. They competed in a group with Bridgeport, Kimball, Harvard, and other schools of our size. They had a great start to their year with good feedback from the judges.
- **FFA** has continued with events the past month. We had 9 students attend the state land judge and compete against the rest of the state.
 - FFA seniors who raised money went to Indianapolis for the National event. They were able to learn a lot, attend the convention, and sightsee along the way.
- **JH Wrestling** is already underway. They competed at Banner County on Friday. They had a great day and came home with 7 champions on the day. Also, many others had a great day and competed hard with lots of learning.
- **Other**
 - ACT was in Bayard on October 18th with many students from not only Bayard, but also many schools in the area. Students should receive their scores soon.
 - Juniors took the ASVAB this past week. They will also get results in time that will give them a score that is a military test that gives information about the jobs they may be best suited for.
 - Students attended the CSC scholastic day on October 15th.
 - Henry Dueker placed 1st in Physical Science, 3rd in advanced mathematics, and 4th in trigonometry.
 - Tayten Wyckoff placed 6th in veterinary sciences and 10th in animal science.
 - Jacob Carrizales placed 10th in physical education sports knowledge.
 - Jonathan Preston placed 7th in American Government.
 - Many others were placed in the top 15 as well.

- Bayard was in 6th place out of 13 teams at the event, placing ahead of Morrill, Garden County, Leyton, and Potter Dix from our conference.

October 2025

Mrs. Ehler

- Our preschool teachers are taking part in the Connections for Kids Initiative through ESU 13. This will give our teachers training in three different programs (Chime, Getting Ready, and Pyramid). Teachers will receive coaching and monthly collaborative meetings.
- NDE will be coming on November 7 to discuss our CSI designation. We met with our Leader in Me Coach on October 6, and she helped us write some plans around our CSI goals to increase student learning, accountability, and attendance rates.
- We've uncovered some more plumbing issues, which should be remedied now with the replacement of a broken pipe and a new urinal.
- Our students have several field trips this month.

- 4th- Flowerfield October 6
- 5th- Project WET October 7
- 4th- Tools and Technology- October 14
- 3rd- Ag Safety Day- October 15
- 2nd- Agsplosion in Bridgeport October 16
- Four of our staff members are going through STEPS training with the Autism Spectrum Disorder Network. This is by invitation only and our team was selected because of our work with ASD for the last year.

Dr. Rice

- Mrs. Barker and 6 of our students attended the Digital Citizenship Symposium on Wednesday, Oct. 8th. The students are working on a plan to present the information to the student body.
- Mr. Rafferty took 37 students to District Land Judging on Wednesday, Oct. 8th. We were notified on Thursday, that Bayard won the competition and had 9 students place in the top 10.
- Bayard will be hosting the ACT on Saturday, Oct. 18th. We currently have 64 students from across the panhandle taking the test with us. I would like to thank Mrs. Rafferty for all of her work organizing this event.
- We had 32% of our students represented during Parent/Teacher Conferences on Thursday, Oct. 9th.
- Mr. Trinidad has applied for his Nebraska Teaching Certificate and Kathleen should not be far behind. We anticipate that she will be able to apply sometime this week.

Mr. Nesbitt - Activities

- **Homecoming** week was a success, I believe. Lots of great days with lots of home games this year. Lots of kids at all the events.
 - Congratulations to our homecoming court
 - Queen candidates - Shelbie McKibbin, Krista Lehr, Emma Safford, and Lexi Nesbitt
 - King candidates - Coy Armstrong, Jared Perkins, Kyle Perry, and Anderson Gaarder
 - Congrats to Shelbie McKibbin for Queen and Jared Perkins for King, as voted on by their peers.
- **Girls' golf** ended their season in Ogallala for Districts. They had a great showing, and Maisea Chase was only 5 strokes out of her first girls' golf state birth. Kim Trevino improved a lot over the year and finished strong at districts as well.
- **Girls' Softball** ended their season at the Subdistrict event played in Lincoln last Monday. They faced a tough team with Twin River in the first round. They ended the season 7-14 with some great wins over Chase County, Wray/Yuma, Holyoke, and Limon. A very young team that has grown a lot. Kaidence Lee set some records as a freshman for the Tiger softball team this fall as well. They are looking forward to more success in the future.
 - We were able to honor the softball senior this year, Emma Safford, during homecoming week
- **HS Volleyball** has 4 wins out of their last 5 games in September. They are growing towards the MAC tournament coming up on October 18th, 2025.
- **HS Football** lost a nailbiter against Hyannis last week, but the Tigers are showing some great growth going into the last 2 games of the regular season. They are in Maxwell, then home vs Mullen with parents and senior night the week after.

- **JH Volleyball** is heading into the MAC conference tournament at Leyton with a 7-4 record, after coming off 3 big wins in Hemingford last weekend. They will be ranked 4th going in and play Banner County at 10 am on Saturday.
- **JH Football** remains undefeated this year with another big win over Kimball a week ago. They play Bridgeport to finish out their season on 10/14/25, looking to keep their winning streak alive.
- **Cross Country** finished their season at the WTC conference meet in Mitchell last Monday. They all had PR's the last meet, with Traegan taking first place in the meet and Lucas Newhoff jumping into the top place to get a medal, getting 10th place. Those 5 boys showed a lot of growth and enthusiasm throughout the season.
- **FFA** has started getting into full swing with some events.
 - They attended district land judging in Rushville this past week. Results can be found in the link below, but highlights include:
 - 9 out of the top 10 finishers from Bayard
 - Top 3 are Jaycek Belknap - 1st, Kyle Perry - 2nd, Tayten Wyckoff - 3rd
 - 16 out of 20 top finishers from Bayard.
 - The Bayard Team are the Champions by 219 points compared to the 2nd place team.

[Individual Results](#)

[Team Results](#)

- FFA seniors attended Husker Harvest Days and gained a lot of real-world Ag information at the event. It is always a very fun, but informative event for those FFA seniors.
- **Journalism** students are currently working with Mrs. Barker to help get Gameday posts and other social media posts run through me or Mrs. Schlutterbusch.

- **EdRising** graduates Riley Hopkins and Amy Albro have been asked to attend the 28th Annual Commissioner's Recognition for Excellence in Nebraska CTE on November 24th.
 - Amy Albro for 7th Place in Exploring Support Services Careers
 - Riley Hopkins for 3rd Place in Exploring Non-Core Subject Teaching Careers