

**Board of Education Regular Meeting
Monday, August 16, 2021 7:00 PM**

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

Notice is hereby given that a Board of Education Regular Meeting of the School District of Bayard in the Counties of Morrill, Scotts Bluff, Box Butte, and Banner in the State of Nebraska will be held on Monday, August 16, 2021 at 7:00 PM in the Bayard High School Library located at 726 4th Avenue, Bayard, NE 69334, which meeting shall be open to the public. An agenda for such meeting, kept continuously current is available for public inspection during normal business hours at the office of the Superintendent, located at 726 4th Avenue, Bayard, NE 69334.

AGENDA

- I. Opening the Meeting
 - I.A. Call to Order
 - I.B. Open Meetings Act
 - I.C. Notice of Meeting
 - I.D. Roll Call
 - I.E. Status of Absent Board Members
- II. Approval of Agenda
- III. Introduction of Guests
- IV. Public Comments
- V. Recognition of Student Achievements
- VI. Tour of School District Buildings
- VII. Invited Presentations and Discussions with Presenters
 - VII.A. Strategic Plan Progress Presentation and Discussion
 - VII.B. Presentation by Mrs. Candace Ehler, Family Liaison, Regarding Goals for the Year, Community Contacts and Partnerships, and Job Duties of the Family Liaison
- VIII. Board Committee Reports and Recommendations
- IX. Action Items
 - IX.A. Consent Agenda
 - IX.A.1. Minutes of Previous Meeting
 - IX.A.2. Bills
 - IX.A.3. Board Member Reports
 - IX.A.4. Reports and Correspondence Requiring No Action
 - IX.A.4.a. General Reports and Financial Reports
 - IX.A.4.b. Reports for Information Only
 - IX.A.4.b.a. Safety and Security Self-Assessment
 - IX.A.5. Adoption of the Following Policies on First Reading: Proposed Policy 1200 - Anti-Discrimination, Proposed Revised POLICY NO.2111 - PRINCIPAL QUALIFICATIONS, RECRUITMENT, APPOINTMENT, Proposed Revised POLICY NO. 4003 - ANTI-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-RETALIATION, Proposed POLICY NO. 4003A – NOTICE OF NONDISCRIMINATION, Proposed POLICY NO. 4003B – COMPLAINT FORM – DISCRIMINATION, HARASSMENT OR RETALIATION, Proposed POLICY NO. 5401 – ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-

RETALIATION, Proposed POLICY NO. 5401A – COMPLAINT FORM – DISCRIMINATION, HARASSMENT OR RETALIATION, Proposed POLICY NO. 6111 – CLASSROOM ENVIRONMENT, Proposed Revised POLICY NO. 6212 - ASSESSMENTS – ACADEMIC CONTENT STANDARDS, Proposed Revised POLICY NO. 8474 – MISSION STATEMENT AND VISION STATEMENTS, Proposed Revised POLICY NO. 9006 – STUDENT BOARD REPRESENTATIVE,

IX.A.6. Approval of Contracts within Policy Guidelines

IX.A.6.a. Johnson Controls Service Agreement

- IX.B. Discuss, Consider, and Take All Necessary Action in Regard to Bayard Chapter FFA Request to Attend the National FFA Convention and Expo in Indianapolis, Indiana October 27-30, 2021
 - IX.C. Conduct Hearing Regarding Amending the Bond Fund Budget
 - IX.D. Discuss, Consider, and Take All Necessary Action in Regard to Amending the Bond Fund Budget to Reflect the Refinancing of School District Bonds
 - IX.E. Discuss, Consider, and Take All Necessary Action in Regard to Authorization of Application for a Recreational Trails Grant through the Nebraska Game and Parks Commission Recreational Trails Program
 - IX.F. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Mrs. Linda Pilkington as Vocal Music Teacher
 - IX.G. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Extra Duty Assignments
 - IX.H. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Continuity of Learning Plans for the 2021-2022 School Year
 - IX.I. Discuss, Consider, and Take All Necessary Action in Regard to Adoption of the School District's Emergency Operations Plans for the 2021-2022 School Term
 - IX.J. Discuss, Consider, and Take All Necessary Action in Regard to Replacement of the HVAC Unit Servicing the High School Auditorium
 - IX.K. Discuss, Consider, and Take All Necessary Action in Regard to Authorizing Payment of Bills and Authorizing Transfers to the Depreciation Fund, School Lunch Fund, Activity Fund, and Employee Benefit Fund Through the End of August 2021
- X. Discussion Items
- X.A. Discussion Regarding Patron Request for the Board to Consider Adopting a Resolution in response to the State Board of Education's Proposed Health Standards
 - X.B. Review and Discussion of Policies 3001 through 3570 in the 3000 series.
- XI. Reports
- XI.A. Principals and District Administrators
 - XI.B. Superintendent
- XII. Set Next Meeting Date
- XIII. Adjournment

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

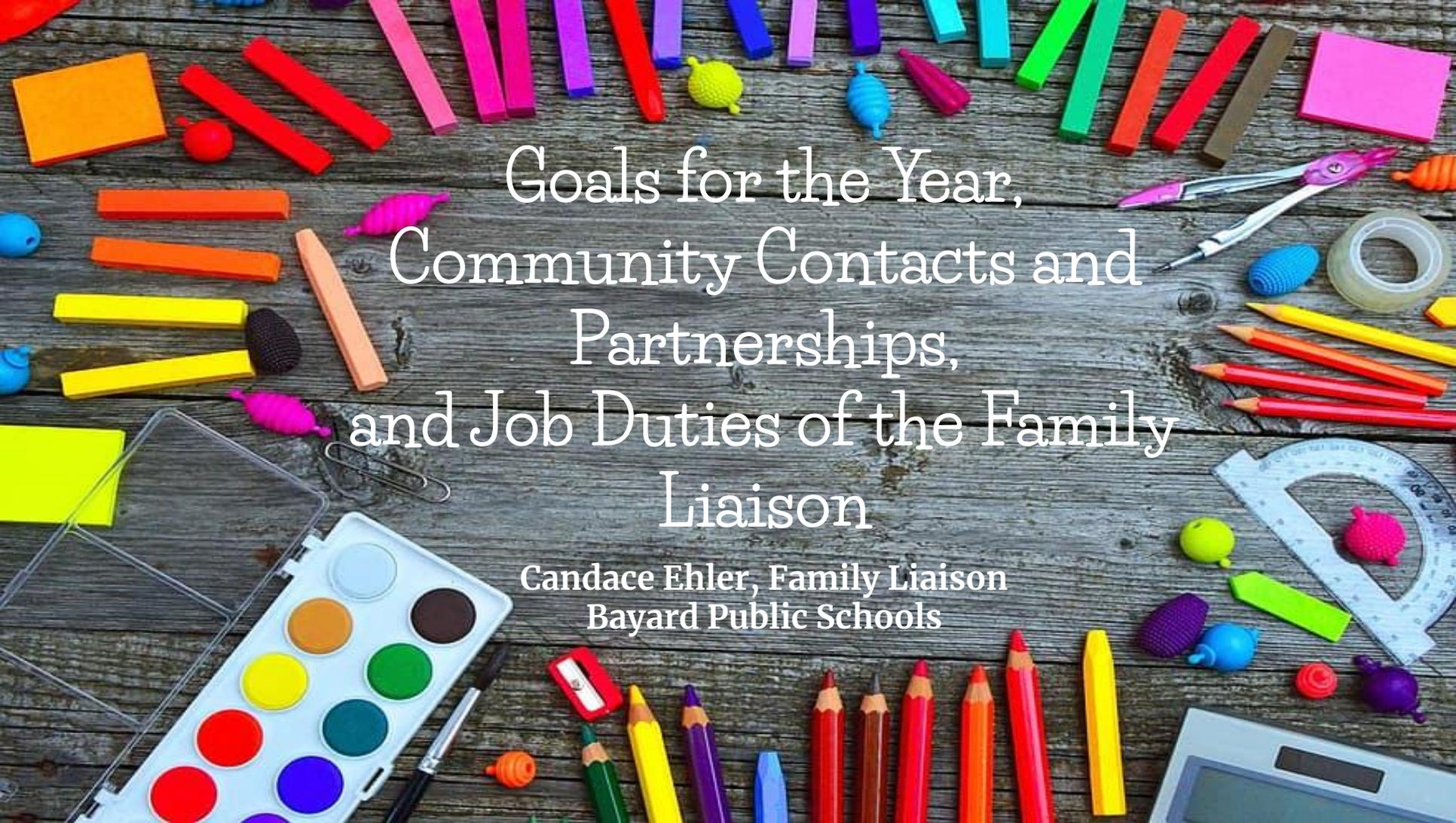
NOTICE OF AMENDED BUDGET HEARING AND AMENDED BUDGET SUMMARY

Bayard Public Schools (62-0021) in Morrill County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of August at 7:00 o'clock, P.M., in the High School Library at Bayard High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The Bond Fund Budget is being amended to refinance the bonds which will result in the district saving approximately \$29,478 over the life of the bond. This amendment will not increase property taxes for the 2020/21 year. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

| FUNDS | Actual Disbursements & Transfers | Actual/Estimated Disbursements & Transfers | Budgeted Disbursements & Transfers | Necessary Cash Reserve | Total Available Resources Before Property Taxes | Total Personal and Real Property Tax Requirement |
|---------------------------------------|----------------------------------|--|------------------------------------|------------------------|---|--|
| | 2018-2019 (1) | 2019-2020 (2) | 2020-2021 (3) | | | |
| General | \$ 6,178,659.00 | \$ 6,288,466.00 | \$ 7,283,738.00 | \$ 400,000.00 | \$ 4,651,738.00 | \$ 3,062,626.00 |
| Depreciation | \$ 109,660.00 | \$ 96,399.00 | \$ 179,045.00 | | \$ 179,045.00 | |
| Employee Benefit | \$ 33,768.00 | \$ 77,942.00 | \$ 152,621.00 | - | \$ 152,621.00 | |
| Contingency | - | - | - | | - | |
| Activities | \$ 272,529.00 | \$ 207,543.00 | \$ 678,569.00 | - | \$ 678,569.00 | |
| School Nutrition | \$ 254,046.00 | \$ 243,768.00 | \$ 349,256.00 | - | \$ 349,256.00 | |
| Bond | \$ 213,942.00 | \$ 211,630.00 | \$ 1,594,747.00 | - | \$ 1,375,879.00 | \$ 221,079.00 |
| Special Building | \$ 83,783.00 | \$ 245,301.00 | \$ 535,038.00 | | \$ 425,038.00 | \$ 111,111.00 |
| Qualified Capital Purpose Undertaking | - | - | - | - | - | - |
| Cooperative | - | - | \$ 100,000.00 | - | \$ 100,000.00 | |
| Student Fee | - | - | \$ 5,000.00 | - | \$ 5,000.00 | |
| 0 | - | - | - | - | - | |
| TOTALS | \$ 7,146,387.00 | \$ 7,371,049.00 | \$ 10,878,014.00 | \$ 400,000.00 | \$ 7,917,146.00 | \$ 3,394,816.00 |

| | Bond Purposes | Non-Bond Purposes | Total |
|---------------------------|---------------|-------------------|-----------------|
| Breakdown of Property Tax | \$ 221,079.00 | \$ 3,173,737.00 | \$ 3,394,816.00 |



Goals for the Year, Community Contacts and Partnerships, and Job Duties of the Family Liaison

Candace Ehler, Family Liaison
Bayard Public Schools

How it all started...

Giving Tree... TigerCARE

Qualified for NDE's CSI grant

(Comprehensive Support and Improvement)

- Needs assessment
 - Poverty/ Mobility
 - Hands On Learning
 - Reading scores
 - Behaviors



Academics

- SAT
 - Revamp of SAT Process
 - Academic/Behavior Interventions
- SPED/ 504 Referrals
 - 27-IEPs at the Elementary in 2018-20
 - 16-504s
- System changes
 - School isn't what it used to be
- Connecting the dots for families and teachers
 - Getting to know the backstories
- Home Visits
 - Preschool and New families
 - Homeless student enrollment



Leadership

- Hope Squad
 - Partnership with Chimney Rock Villa
- Safety Team
 - EOP Drills and troubleshooting
- Crisis Team
 - Psychological First Aid (PFA)
- Mental Health Team
 - Connecting struggling students with services
 - Continuity of services for SAT, 504, and IEP students
- Healthy Schools
 - Connection mapping



Community



- Resources - TigerCARE and LB840
 - Scholarships for Preschool (2)
 - College Application Fees (4) Courses (5) and Supplies (2)
 - Lifeguard Classes (3)
 - Babysitting Certifications (24)
 - CNA Courses (1)
- Communication
 - Videos- Informational, Student and Staff Highlights (8,706 views)
 - Face to Face and Phone Communication
 - Community Coffee
 - Event nights- Practical Finance (7), 7 Habits Family Mission Statement (41) Math (14), Trauma Informed Care (17), STEAM (124), Soup Supper (102), Open House (220), Student Showcase
 - Business Contact/Support (52)



How it has changed....

- Pandemic response
 - Wireless connectivity (25 devices)
 - Increased need for communication
 - Technology support
 - Physical Resources
 - Increased need for mental health support



Goals for this year...

Nebraska School, Family and Community Engagement Framework

“Schools and districts implement best practices in student, family, and community engagement to enhance experiences and opportunities that are culturally inclusive and relevant for each student. Student success and engagement relies on positive partnerships and relationships to fundamentally improve the outcomes for each student, school, district, and community.”

Positive Partnerships, Relationships & Student Success AQuESTT Tenet approved by the NE State Board of Education.

School-Family-Community Engagement:

- Is a **shared responsibility** of families, schools, and communities where knowledge is exchanged
- Is **continuous across a child’s life** spanning from birth to young adulthood
- **Occurs in multiple settings** where children and youth learn before, during, and after the regular school day
- Focuses on **culturally respectful partnerships** that support student learning, at home, at school, and in the community (Allyson, culturally responsive educational environments)
- Builds, sustains, and grows **relationships that empower** students, families, and communities
- Recognizes the role families and the community play in **advocating** for educational equity, opportunity, and quality.

Focus area: Partnerships and support services with local, state, and national organizations/ Business and industry partners to enhance student outcomes and experiences

- **Businesses/Careers**
 - Increase partnerships
 - Job Fair to coincide with Career Day
 - Community Coffee Tours (8)
- **Motivations/ Incentives**
- **Connecting our programs with resources**
 - Post Prom, Choir Trip, Activities (45)

Focus Area: Safe and welcoming school climate and culture

- MTSS- getting kids what they need
 - Secondary SAT process
- Enhanced communication and relationships with families
- EOP
 - Training and drills

Focus area: Student attendance

1. Weekly Attendance Checks

Principal, Secretary, and Family Liaison will meet weekly to review attendance records and concerns.

2. Daily Calls

Mrs. Schuller will make calls daily to students who are absent.

Secondary calls are automated with iCampus.

3. 3 days Absent

Mrs. Ehler, Family Liaison, will call parents when student has missed three days to determine barriers, discuss challenges of missing school and encourage attendance.

4. Days 5, 6, 7

Principal will make a phone call to parents of absent student. A certified letter will also be sent. Superintendent will be notified at this time.

5. Day 8

Principal and Family Liaison will have a meeting with family.

6. Days 9 and 10

Certified letters will be sent and attendance documented. Secretary will continue to call daily.

7. Day 11

Principal will notify the county attorney and email paperwork of excessive absences. .

8. Days 12-16

Certified letters will be sent out each day.

9. Day 17

Principal will notify the county attorney for a second time and request meeting with the family.

10. Day 20

Focus area: Participation in activities outside the school day

Family Events

- ACT registration, Student Showcase, Open House, Bingo Night, Preschool Family Nights, Preschool and Kindergarten Registration

Pathfinders Afterschool program

- Lights On Afterschool
- Volunteers

Activity Supports

- Donors interested in supporting specific activities

Summer Opportunities- Workbooks, Summer Reading program





Candace Ehler

Bayard Public Schools

Family Liaison

candace.ehler@bayardtigers.org

Board of Education Regular Meeting

Monday, July 12, 2021 7:00 PM

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

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

I. Opening the Meeting

I.A. Call to Order

The regular meeting of Bayard Public Schools Board of Education was called to order by President Kildow at 07:03p.m. President Kildow noted a copy of the Board Member Code of Ethics and the Annual Calendar of the Board of Education were included with the meeting materials for board members' reference.

I.B. Open Meetings Act

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

I.C. Notice of Meeting

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

I.D. Roll Call

The following members were present: Carolyn Applegate, Kim Burry, Becky Henkel, Kim Kildow, Joe Applegate, Donna Stuart Administrators present: Superintendent Miller, Principals McLaughlin and Rice and Director McKibbin.

I.E. Status of Absent Board Members

II. Approval of Agenda

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

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

III. Introduction of Guests

The following guests introduced themselves to the board: Senator Steve Erdman, Mason Meloney, Marlena Leonard, Karen Petersen, Travis Petersen, Hunter Kildow, Cheryl Ferrero, Kelsey Miller, Linde Rafferty, Dugan Pafford, and Robert White

IV. Public Comments

Mrs. Karen Petersen addressed the board. Karen requested two things be on next month's agenda: 1. To write a letter to the Nebraska Department of Education stating that the Bayard Public Schools will not implement CRT or CSE curriculum that the NDE is pushing. And, 2. To sign a resolution protecting parents' rights pertaining to their child's education and that they will not adopt the health standards that the NDE are proposing.

Senator Steve Erdman also addressed the board in opposition to the CSE and CRT

V. Recognition of Student Achievements

The following students were recognized for their efforts in contributing to the Bayard Public Library Remodel: Matt Applegate, Hunter Kildow, Beau Lake, Mason Meloney, Dugan Pafford, Denton Premus and Toby Ulander.

VI. Invited Presentations and Discussions with Presenters

VI.A. Strategic Plan Progress Presentation and Discussion

VI.A.1. Presentation and Discussion on the Following Strategy: Continue to implement and refine a system of curriculum, instruction, and assessment, aligned to the Nebraska State Standards, which will enable every student to engage in challenging, rigorous, and creative learning experiences throughout the district. (Specifically a presentation by Mr. Matt McLaughlin regarding instructional walkthroughs and summer reading strategies).

Mr. McLaughlin gave a presentation on the Following Strategy: Continue to implement and refine a system of curriculum, instruction, and assessment aligned to the Nebraska State Standards that will enable every student to engage in challenging, rigorous, and creative learning experiences throughout the district.

VII. Board Committee Reports and Recommendations

The Policy Committee met and discussed policy updates from Perry Law Firm and will have recommended changes coming.

The Curriculum Committee reviewed the purchase of Business Math, Algebra I, and Algebra II and reviewed Financial Literacy.

VIII. Action Items

VIII.A. Consent Agenda

Motion Passed: Motion to approve the Consent Agenda passed with a motion by Becky Henkel and a second by Carolyn Applegate.

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

VIII.A.1. Minutes of Previous Meeting

VIII.A.2. Bills

VIII.A.3. Board Member Reports

VIII.A.4. Reports and Correspondence Requiring No Action

VIII.A.4.a. General Reports and Financial Reports

VIII.A.4.b. Reports for Information Only

VIII.A.5. Approval of Contracts within Policy Guidelines

VIII.A.5.a. Engagement Letter with Rauner & Associates, P.C.

VIII.B. Discuss, Consider, and Take All Necessary Action in Regard to Reaffirmation of Vision Statement, Mission Statement, and Core Covenants

Motion Passed: Motion to Reaffirm the Mission Statement, Vision Statement, and Core Covenants of Bayard Public Schools passed with a motion by Kim Burry and a second by Carolyn Applegate.

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

VIII.C. Discuss, Consider, and Take All Necessary Action in Regard to Approval of the Student-Parent Handbook, Certificated Staff Handbook, and the Substitute Teacher Handbook

Motion Passed: Motion to approve the Student-Parent Handbook, Certificated Staff Handbook, and the Substitute Teacher Handbook with the recommended amendments passed with a motion by Donna Stuart and a second by Kim Burry.

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

VIII.D. Hold Public Hearing to Review, Discuss, Consider, and Receive Input on the Following Policies: Student Fee Policy, Parental Engagement Policy, Student Anti-Bullying Policy, School Wellness Policy

Hearing opened at 7:58p.m. Hearing closed at 7:59p.m. No input was received.

VIII.E. Discuss, Consider and Take All Necessary Action in Regard to Reaffirmation of the following policies: Policy #5121 - Student Fees, Policy #1413 - Parental Engagement, Policy #5416 - School Wellness Policy, and Policy #5800 Student Anti-Bullying

Motion Passed: Motion to reaffirm Policy #5121 - Student Fees, Policy #1413 - Parental Engagement, Policy #5416 - School Wellness Policy, and Policy 5800 - Student Anti-Bullying passed with a motion by Donna Stuart and a second by Carolyn Applegate.

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

VIII.F. Discuss, Consider and Take All Necessary Action with Regard to Establishing Prices for Athletic Admission and Activity Tickets for the 2021-2022 School Term

Motion Passed: Motion to keep athletic admission prices the same for the 2021-2022 school year: High School Events: Adults: \$5 Students: \$3 Jr. High Events: Adults: \$3 Students: \$1 Activity Ticket Prices as follows: K-6: \$25 7-12: \$30 Adults: \$45 *Golden Age (Age 65 and older and resident of the Bayard School District): Free A 10% discount on all activity tickets during the month of August passed with a motion by Carolyn Applegate and a second by Becky Henkel.

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

VIII.G. Discuss, Consider, and Take All Necessary Action in Regard to Adoption of the Superintendent's Goals for the 2021-2022 School Term.

Motion Passed: Motion to adopt the Superintendent Goals for the 2021-2022 school term passed with a motion by Carolyn Applegate and a second by Kim Burry.

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

VIII.H. Discuss, Consider, and Take All Necessary Action in Regard to Approving the Payment of the Following Monthly Bills Prior to the August 16, 2021 Board Meeting: Walmart Card, Cannon, Phone Services, and Amazon) to Avoid Late Charges

Motion Passed: Motion to approve payment of the Following Monthly Bills Prior to the August 16, 2021 Board Meeting: Walmart Card, Cannon, Phone Services, and Amazon to Avoid Late Charges passed with a motion by Becky Henkel and a second by Kim Burry.

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

VIII.I. Discuss, Consider, and Take All Necessary Action in Regard to Purchase of Math Curriculum Textbooks for Business Math, Pre-Algebra, and Algebra II

Motion Passed: Motion to approve the purchase of textbooks for Business Math, Pre-Algebra, and Algebra II passed with a motion by Becky Henkel and a second by Kim Burry.

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

IX. Discussion Items

IX.A. Review and Discussion of Policies 2000 through 2113 in the 2000 series.

Dr. Miller discussed policies 2000 through 2113 with the board.

IX.B. Discussion Regarding Working Draft of Emergency Operations Procedures for the Bayard Public Schools

Dr. Miller and Bobbie Stuart discussed the working draft of Emergency Operations Plan.

X. Reports

X.A. Principals and District Administrators

Mr. McLaughlin provided his report to the board. Academics: Summer teaching opportunities for 3-6 grade reading instructors happened last week the aim was at addressing the unique needs of struggling readers. Leadership: Leader in Me trainings this summer are going to focus on our staff making their way to becoming a Lighthouse school. This isn't easy to do but we are excited at the possibility of having our school being a model for other Nebraska schools to follow. Engagement: Beyond school bells grant included a lot of funding for students to learn about solar energy, birds, bicycle safety, and pollinators, our concrete work for those beds started last week, so hopefully we have a really great front entry upon the completion of this project. Community: We had a ton of students out for summer softball and baseball here in Bayard, the season will be wrapping up in late July, if you want to go check out a game my 10U team plays on the 15th of July in Bayard vs. Bridgeport. Summer reading at the Library was another focus of our summer school program in order to show off that community program.

Dr. Rice provided her report to the board. Academics: Odysseyware has been left open through the summer for those students who did not finish their learning in Summer School. Leadership: Several of our staff are to be commended for stepping up to monitor the summer weights program this summer. I appreciate their dedication to our students who are choosing to attend and improve their performance levels. Specifically I would like to thank Mr. Nesbitt, Mr. Simons, Ms. Unzicker, Ms. Pieper, Mrs. White, Mr. Horn, Mrs. Ehler, Mr. Ehler, Mrs. McKibbin, Mr. Reish, and Mrs. Stuart. Engagement: Bobbie Stuart is to be commended for her role in our school applying for a Federal grant through COPS to help update the security system in both buildings. The application was due the 22nd of June and Bobbie worked many hours to secure our application and detailing the budget. Awards are expected in August. I have continued to keep in contact with Fischer Roofing throughout the summer as we are still working to stop the water leaks in both of our buildings. The masonry work has been completed on the auditorium and several areas around our building to address water leaks. Work has begun on securing the office. Mrs. Ehler and I attended the Morrill County 1184 Meeting in June.

Community: I have been working with Michaela Babic in preparation for Mrs. Hoffman's memorial celebration. If you have not done so, please plan on attending the Memorial Celebration on Saturday, July 17th. I have been working with Dr. Nathaniel Johnson at WNCC and Dr. Joel Schrueder at CSC to find a highly qualified vocal music teacher.

X.B. Superintendent

Dr. Miller provided his report to the board. We are working to determine whether we can maintain a quality plan for music education. We have identified a prospective teaching applicant and also a prospective para-educator/accompanist. If we are able to secure a teaching candidate there is a possibility we might need to either have a special meeting for the approval of that prospective candidate's employment or have the approval shortly after the beginning of the school year. We are planning to begin utilizing the new electronic walkthrough program our team has developed during the coming school year. We anticipate the conversations that stem from the process will help with instructional consistency. I appreciate the efforts of the math teachers and the curriculum committee to ensure that we have quality instructional materials in place for math education. The bond refinance process will be completed on July 18th (when the old bonds are paid off). We will need to amend the budget for the bond fund in August to reflect the refinance. I will be attending an NDE budget workshop in North Platte on July 20th. We had a team attend training by ALICAP regarding CyberSecurity and Prevention of Sexual Abuse and Molestation. Both of these issues have been costly from an insurance standpoint. Our schools and staff need to continue to be vigilant in prevention and mitigation of these concerns. The custodial and maintenance team is working hard to get the buildings ready for the upcoming school year. We have officially opened up advertising for some unfilled positions in the school. We hope to be able to find quality applicants for each of these roles. These include accompanist, para for distance learning (Spanish language skills preferred), cook, and special education and after school program paras. We have completed the first phase of the ESSER III application and continue to identify opportunities through ESSER III Funding. A major focus of the upcoming administrators' days training will be on ESSER III. We are exploring the possibility of applying for a Recreational Trails Grant through the Nebraska Game and Parks Commission. If we decide to apply, we will need the board to authorize the application in August. The concrete project at the elementary school and the security project in the high school office are both in progress. Masonry work in coordination with roof repair work is being completed to address water leak issues. I would like to schedule the Board/Staff Steak Fry Employee Recognition Dinner. I am tentatively looking at August 19th as a possible date, if an appropriate location can be booked. The NASB Area Membership meeting is scheduled for August 24th in Gering. Kim Burry attended the ALICAP training in Gering. Her attendance at the training is appreciated. I am planning to send out a doodle poll to schedule a time for the policy committee to meet in July. With the completion of the recent Legislative session there will be several new areas of policy to review, revise, and adopt. We continue to seek input on ESSER III funding opportunities. Board members, staff, parents, students, and members of the public are encouraged to provide ideas at the following link: <https://www.bayardpublicschools.org/vnews/display.v/ART/609ad1924a98b>

I look forward to some new goals and opportunities to work with our team this year. I am looking forward to the students and staff returning for a quality school year ahead.

XI. Set Next Meeting Date (August 16, 2021)

Next meeting set for August 16, 2021 at 7:00p.m.

XII. Adjournment

Motion Passed: Motion for adjournment passed at 8:46p.m. with a motion by Donna Stuart and a second by Carolyn Applegate.

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

Secretary

Bayard Public Schools

08/13/2021

GENERAL FUND

| Vendor Name | GL Acct # | Description | Amount |
|-------------------------------|-----------------------|------------------------------------|------------------|
| 20/20 TECHNOLOGIES LLC | 01 6997 610 000 000 0 | HS Security Cameras | 10,159.00 |
| | Total | | 10,159.00 |
| ACCO BRANDS USA LLX | 01 2410 610 001 001 1 | bulletin boards | 79.78 |
| | Total | | 79.78 |
| ALARM SECURITY TECHNICIANS | 01 2620 352 002 002 2 | ast monitoring | 28.95 |
| | 01 2620 352 001 001 1 | ast monitoring | 28.95 |
| | 01 2620 352 001 001 1 | ast monthly monitoring | 28.95 |
| | 01 2620 352 001 001 1 | ast monthly monitoring | 28.95 |
| | Total | | 115.80 |
| BAYARD AUTOMOTIVE | 01 2610 610 002 002 2 | v-belt | 6.71 |
| | 01 2610 610 001 001 1 | Large Nuts and Bolts | 10.97 |
| | Total | | 17.68 |
| Bayard Tiger Paws | 01 2710 626 000 000 | jul 21 fuel | 33.00 |
| | 01 2710 626 000 000 | discount | (0.66) |
| | 01 2610 626 001 001 1 | jul 21 fuel | 94.45 |
| | 01 2610 626 001 001 1 | discount | (1.89) |
| | Total | | 124.90 |
| BAYARD TRANSCRIPT | 01 2310 540 000 000 0 | jun 21 publications | 251.19 |
| | 01 2310 540 000 000 0 | publications | 193.68 |
| | Total | | 444.87 |
| BENZEL PEST CONTROL | 01 2620 352 001 001 1 | pest control | 110.78 |
| | 01 2620 352 002 002 2 | pest control | 110.77 |
| | 01 2620 352 001 001 1 | aug 21 stmt pest control | 110.78 |
| | 01 2620 352 002 002 2 | aug 21 stmt pest control | 110.77 |
| | Total | | 443.10 |
| BLACK HILLS ENERGY | 01 2610 621 002 002 2 | jul 21 heating fuels | 110.77 |
| | 01 2610 621 000 000 0 | jul 21 heating fuels | 47.87 |
| | 01 2610 621 001 001 1 | jul 21 heating fuels | 154.18 |
| | Total | | 312.82 |
| BORDER STATES INDUSTRIES INC | 01 2610 610 001 001 1 | light tubes | 945.30 |
| | 01 2610 610 001 001 1 | light bulbs | 1,050.00 |
| | 01 2610 610 001 001 1 | light tubes | 772.80 |
| | 01 2610 610 001 001 1 | light tubes | 350.00 |
| | 01 2610 610 001 001 1 | light tubes | 1,159.30 |
| | 01 2610 610 001 001 1 | credit memo | (350.00) |
| | Total | | 3,927.40 |
| BRENING, PERRY | 01 1100 352 001 001 1 | tune pianos | 320.00 |
| | Total | | 320.00 |
| BRETHOURS HONEY WAGON EXPRESS | 01 2610 350 001 001 1 | Septic tank in shop and busbarn | 588.00 |
| | Total | | 588.00 |
| BROAD REACH | 01 2220 640 002 002 2 | Arctic Wolves | 16.92 |
| | 01 2220 640 002 002 2 | Beluga Whales | 16.92 |
| | 01 2220 640 002 002 2 | Narwhals | 16.92 |
| | 01 2220 640 002 002 2 | Snowy Owls | 16.92 |
| | 01 2220 640 002 002 2 | Meghan Markle: Humanitarian | 17.87 |
| | 01 2220 640 002 002 2 | Ruth Bader Ginsburg: Supreme Court | 17.87 |
| | 01 2220 640 002 002 2 | Bakers | 16.92 |
| | 01 2220 640 002 002 2 | Carpenters | 16.92 |
| | 01 2220 640 002 002 2 | Electricians | 16.92 |
| | 01 2220 640 002 002 2 | Judges | 16.92 |
| | 01 2220 640 002 002 2 | Reporters | 16.92 |
| | 01 2220 640 002 002 2 | Truck Drivers | 16.92 |
| | 01 2220 640 002 002 2 | Facing Bullying | 17.87 |
| | 01 2220 640 002 002 2 | Facing Death | 17.87 |
| | 01 2220 640 002 002 2 | Facing Divorce | 17.87 |
| | 01 2220 640 002 002 2 | Facing Serious Illness | 17.87 |
| | 01 2220 640 002 002 2 | Miniature Horses | 9.95 |
| | 01 2220 640 002 002 2 | Paint Horses | 9.95 |
| | 01 2220 640 002 002 2 | Quarter Horses | 9.95 |
| | 01 2220 640 002 002 2 | Thoroughbred Horses | 9.95 |
| | 01 2220 640 002 002 2 | Gnome | 17.09 |
| | 01 2220 640 002 002 2 | Monkey with a Tool Belt Blast ... | 17.09 |
| | 01 2220 640 002 002 2 | What I See in Fall | 15.98 |
| | 01 2220 640 002 002 2 | What I See in Spring | 15.98 |
| | 01 2220 640 002 002 2 | What I See in Summer | 15.98 |
| | 01 2220 640 002 002 2 | What I See in Winter | 15.98 |
| | 01 2220 640 002 002 2 | U.S. Air Force | 17.87 |
| | 01 2220 640 002 002 2 | U.S. Army | 17.87 |
| | 01 2220 640 002 002 2 | U.S. Coast Guard | 17.87 |

| | | | |
|--------------------------------|-----------------------|--|------------------|
| | 01 2220 640 002 002 2 | U.S. Marine Corps | 17.87 |
| | 01 2220 640 002 002 2 | U.S. National Guard | 17.87 |
| | 01 2220 640 002 002 2 | U.S. Navy | 17.87 |
| | Total | | 521.54 |
| Cadwallader, Deb | 01 1292 591 003 000 0 | resource teacher 0-2 | 656.88 |
| | Total | | 656.88 |
| CANNON FINANCIAL SERVICES | 01 1100 610 001 001 1 | copier rental | 142.45 |
| | 01 1100 610 002 002 2 | copier rental | 142.45 |
| | Total | | 284.90 |
| CARDMEMBER SERVICE | 01 1100 810 001 001 1 | yearly subscription to Adobe Acrobat Pro | 191.57 |
| | 01 1100 735 001 001 1 | Microsoft Office | 159.74 |
| | 01 2510 382 001 001 1 | 1 mo cell phone | 36.96 |
| | 01 6992 610 004 000 0 | 13" MacBook Air 256GB pack of 5 | 4,395.00 |
| | 01 6992 610 004 000 0 | MacMini 512GB | 849.00 |
| | 01 2320 810 000 000 0 | journal star | 9.99 |
| | 01 2510 531 000 000 0 | postage | 7.00 |
| | 01 2510 810 000 000 0 | mail chimp | 9.99 |
| | Total | | 5,659.25 |
| CENGAGE LEARNING | 01 1100 640 001 001 1 | SHIPPING | 187.20 |
| | Total | | 187.20 |
| CENTURY LINK | 01 2510 382 002 002 2 | #1510 telephone | 164.29 |
| | 01 2510 382 002 002 2 | #7931 telephone | 210.85 |
| | 01 2510 382 001 001 1 | #1785 telephone | 573.70 |
| | 01 2510 382 001 001 1 | #0450 telephone | 174.94 |
| | Total | | 1,123.78 |
| CITY OF BAYARD | 01 2610 410 001 001 1 | #75400 utilities | 2,251.50 |
| | 01 2610 621 001 001 1 | #75400 electric | 6,934.34 |
| | 01 2610 621 000 000 0 | #31200 electric | 37.00 |
| | 01 2610 621 002 002 2 | #45600 electric | 1,562.01 |
| | 01 2610 410 002 002 2 | #75600 utilities | 1,323.00 |
| | Total | | 12,107.85 |
| CONNECTING POINT | 01 1100 610 001 001 1 | copier service contract | 220.23 |
| | 01 1100 610 002 002 2 | copier service contract | 220.23 |
| | 01 2410 610 001 001 1 | staples for copier | 51.24 |
| | 01 2410 610 002 002 2 | staples for copier | 51.24 |
| | Total | | 542.94 |
| CROSSROADS MUSIC | 01 1100 610 001 001 1 | mini pin | 24.75 |
| | Total | | 24.75 |
| CULLIGAN WATER CONDITION | 01 2610 610 001 001 1 | jul 21 r/o | 25.50 |
| | 01 2610 610 002 002 2 | jul 21 r/o | 105.90 |
| | Total | | 131.40 |
| Cytek Media Systems | 01 6997 733 000 000 0 | zoom room equipment | 2,127.00 |
| | 01 6997 396 000 000 0 | Zoom Room Installation | 32,944.00 |
| | Total | | 35,071.00 |
| DAS STATE ACCOUNTING - CENTRAL | 01 1100 382 000 000 0 | jun 21 network | 232.49 |
| | 01 1100 382 000 000 0 | JUL21 NETWORK | 259.49 |
| | Total | | 491.98 |
| EDGENUITY INC | 01 6998 643 000 000 0 | 9 Odysseyware and 3 Edgenuity Licenses | 7,800.00 |
| | Total | | 7,800.00 |
| EDUCATIONAL SERVICE UNIT #13 | 01 2163 591 003 000 0 | 0-2 ot | 225.00 |
| | 01 2153 591 003 000 0 | 0-2 summer speech | 511.00 |
| | 01 1292 591 003 000 0 | 0-2 sup of speech | 40.88 |
| | 01 1292 591 003 000 0 | 0-2 ot sup | 18.00 |
| | 01 2220 640 002 002 2 | ne shared digital library collection | 86.00 |
| | 01 2220 640 001 001 1 | ne shared digital library collection | 86.00 |
| | 01 1100 382 000 000 0 | dl | 747.00 |
| | 01 1100 382 000 000 0 | erate | 350.00 |
| | 01 1160 610 000 000 | neva | 708.33 |
| | Total | | 2,772.21 |
| ESU COORDINATING COUNCIL | 01 1100 610 001 001 1 | movie site license | 351.00 |
| | 01 1100 735 001 001 1 | world book power pack | 111.91 |
| | 01 1100 735 002 002 2 | world book power pack | 111.91 |
| | 01 1100 735 001 001 1 | 21-22 securly | 975.25 |
| | 01 1100 735 002 002 2 | 21-22 securly | 975.25 |
| | Total | | 2,525.32 |
| FranklinCovey | 01 2211 810 000 000 0 | Leader in Me / LEAD Membership | 5,000.00 |
| | 01 1100 610 000 000 0 | student leadership guides | 455.00 |
| | 01 1100 610 001 001 1 | Participation kits | 1,200.00 |
| | 01 1100 610 001 001 1 | 7th gr. journals | 255.00 |
| | 01 1100 610 001 001 1 | 8th gr journals | 255.00 |
| | 01 1100 610 001 001 1 | Shipping | 64.87 |
| | Total | | 7,229.87 |
| Home Depot, The | 01 3599 610 000 000 0 | Beyond School Bells grant rain barrels 2 | 399.98 |
| | Total | | 399.98 |

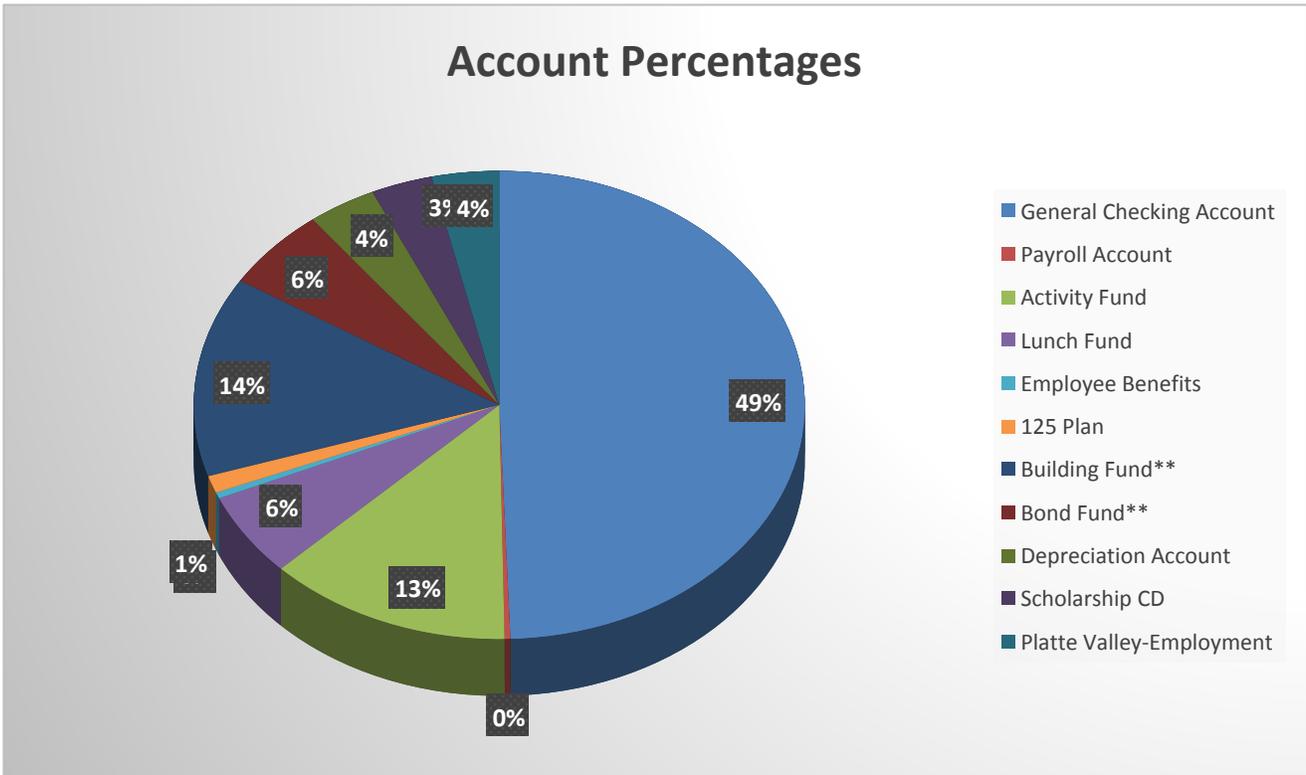
| | | | |
|-------------------------------------|-----------------------|--|-------------------|
| HULLINGER GLASS & LOCKS INC. | 01 2610 610 001 001 1 | Glass for classroom door | 19.98 |
| | Total | | 19.98 |
| IDEAL/BLUFFS FACILITY SOLUTIONS | 01 2610 610 001 001 1 | Grit Screens | 968.94 |
| | 01 2610 610 001 001 1 | clark pads | 583.96 |
| | 01 2610 610 001 001 1 | Grit Screens | 291.98 |
| | Total | | 1,847.88 |
| INNOVATIVE OFFICE SOLUTIONS LLC | 01 1100 610 001 001 1 | whiteboard paper cables | 206.87 |
| | 01 2410 610 002 002 2 | whiteboard paper | 63.40 |
| | Total | | 270.27 |
| JOHNSON CONTROLS SECURITY | 01 2620 352 001 001 1 | door control system annual fee | 378.69 |
| | 01 2620 352 002 002 2 | door control system annual fee | 378.69 |
| | Total | | 757.38 |
| JOHNSON CONTROLS | 01 2620 352 001 001 1 | jul 21-dcec 21 service agreement | 6,065.15 |
| | 01 2620 352 002 002 2 | jul 21-dcec 21 service agreement | 6,065.16 |
| | Total | | 12,130.31 |
| JOURNEYED.COM, INC. | 01 1100 735 001 001 1 | 21-22 adobe renewal | 250.00 |
| | 01 1100 735 002 002 2 | 21-22 adobe renewal | 250.00 |
| | Total | | 500.00 |
| KENNEDY LANDSCAPING SERVICES LLC | 01 3400 610 000 000 | plants for elem project | 87.89 |
| | Total | | 87.89 |
| KUSKIE OIL CO. | 01 2710 626 000 000 | bus fuel | 493.56 |
| | Total | | 493.56 |
| LARSEN'S JEWELRY STORE | 01 2310 610 000 000 0 | 20 plates for pictures | 106.30 |
| | Total | | 106.30 |
| LINGO COMMUNICATIONS | 01 2510 382 000 000 0 | telephone | 144.56 |
| | Total | | 144.56 |
| MCGRAW-HILL | 01 6212 610 050 002 2 | workbooks | 292.62 |
| | Total | | 292.62 |
| MCI COMM SERVICE | 01 2510 382 000 000 0 | jul 21telephone | 36.07 |
| | Total | | 36.07 |
| MENARDS | 01 2610 610 002 002 2 | softener salt, aerator , flex seal spray | 218.95 |
| | 01 2610 610 002 002 2 | sofnter salt | 119.20 |
| | 01 2610 610 001 001 1 | SPRINKLER | 26.15 |
| | Total | | 364.30 |
| MORRILL COUNTY HOSPITAL | 01 2710 340 000 000 0 | as physical | 162.00 |
| | 01 2710 340 000 000 0 | bus driver physical | 162.00 |
| | Total | | 324.00 |
| NASB ALICAP | 01 2310 520 000 000 0 | 21-22 prop liability | 103,874.00 |
| | 01 2510 270 001 001 1 | 21-22 work comp | 7,555.50 |
| | 01 2510 270 002 002 2 | 21-22 work comp | 7,555.50 |
| | Total | | 118,985.00 |
| NATIONAL ART & SCHOOLS SUPPLIES, IN | 01 1100 610 002 002 2 | annual buy school supplies | 617.17 |
| | Total | | 617.17 |
| NATIONAL BUSINESS FURNITURE LLC | 01 2510 733 000 000 | Mobile Nesting Training Table 72"W x 24" | 3,639.44 |
| | 01 2510 733 000 000 | shipping | 726.40 |
| | Total | | 4,365.84 |
| NCS PEARSON, INC. | 01 6997 610 000 000 0 | shipping | 13.59 |
| | 01 6998 610 000 000 0 | Behavior Assessment System for Children | 226.50 |
| | 01 6998 610 000 000 0 | Social-Emotional Screener. ESSER | 330.00 |
| | 01 6998 610 000 000 0 | WISC-V scoring | 55.00 |
| | Total | | 625.09 |
| NE COLORADO CELLULAR, INC | 01 1100 382 000 000 0 | striv hudl | 236.92 |
| | 01 1100 382 000 000 0 | striv/hudl | 237.01 |
| | Total | | 473.93 |
| NE COUNCIL OF SCHOOL | 01 2410 330 002 002 2 | mclaughlin admin days | 225.00 |
| | 01 2320 330 000 000 0 | miller admin days | 300.00 |
| | 01 1200 330 003 000 0 | mckibbin admin days | 290.00 |
| | 01 2410 330 002 002 2 | mclaughlin admin days | 75.00 |
| | 01 2410 330 001 001 1 | rice admin days | 300.00 |
| | 01 2510 330 000 000 0 | Business Manager training-stuart | 100.00 |
| | Total | | 1,290.00 |
| NE SAFETY CENTER | 01 2710 330 000 000 0 | training | 250.00 |
| | Total | | 250.00 |
| NEBRASKA ASSOCIATION OF SCHOOL | 01 2510 810 000 000 0 | NAEP Dues | 35.00 |
| | Total | | 35.00 |
| New Victorian Inn & Suites | 01 2320 580 000 000 0 | miller admin days lodging | 164.97 |
| | 01 2410 580 001 001 1 | rice admin days lodging | 164.97 |
| | 01 2410 580 002 002 2 | mclaughlin admin days lodging | 164.97 |
| | 01 1200 580 003 000 0 | mckibbin admin days lodging | 164.98 |
| | Total | | 659.89 |
| NORTH PLATTE NRD | 01 3599 610 000 000 0 | mulch dripline | 288.90 |
| | Total | | 288.90 |
| NOTABLE INC | 01 6998 643 000 000 0 | Renewals for current subscriptions | 619.00 |

| | | | |
|--------------------------------|-----------------------|--|------------------|
| | 01 6998 643 000 000 0 | New subscriptions | 792.00 |
| | Total | | 1,411.00 |
| ONE SOURCE | 01 2710 810 000 000 0 | background check | 21.00 |
| | Total | | 21.00 |
| PERRY LAW FIRM | 01 2320 610 000 000 0 | books | 125.00 |
| | Total | | 125.00 |
| Pyramid School Products | 01 1100 610 001 001 1 | annual school supplies | 160.27 |
| | Total | | 160.27 |
| QUADIENT FINANCE USA, INC | 01 2510 531 000 000 0 | postage | 450.86 |
| | Total | | 450.86 |
| QUADIENT LEASING | 01 2510 531 000 000 0 | mail meter lease | 131.97 |
| | Total | | 131.97 |
| RED STRING GOODS | 01 6998 610 000 000 0 | summer workbook rewards | 2,920.00 |
| | Total | | 2,920.00 |
| REGIONAL WEST MEDICAL CENTER | 01 2670 330 000 000 0 | cpr training | 1,139.00 |
| | Total | | 1,139.00 |
| Savvas Learning Company LLC | 01 1100 640 001 001 1 | Business Math Textbooks & Online | 3,361.09 |
| | 01 1100 640 001 001 1 | Pre-algebra Textbooks and Online Access | 6,868.44 |
| | Total | | 10,229.53 |
| SCHOLASTIC INC. | 01 1100 610 001 001 1 | science world | 114.83 |
| | Total | | 114.83 |
| SCHOOL HEALTH CORPORATION | 01 1100 610 001 001 1 | plastic strips gloves | 14.08 |
| | Total | | 14.08 |
| SHERWIN WILLIAMS | 01 2610 610 001 001 1 | 2 Gallon Floor paint | 108.90 |
| | 01 2620 610 001 001 1 | paint and primer for library | 179.86 |
| | 01 2620 610 002 002 2 | paint | 34.62 |
| | 01 2620 610 002 002 2 | paint | 59.50 |
| | 01 2620 610 002 002 2 | Quart of Organic Green Paint | 24.49 |
| | 01 2620 610 001 001 1 | Blue paint for classroom walls | 80.84 |
| | Total | | 488.21 |
| SIMMONS OLSEN LAW FIRM P.C. | 01 2330 317 000 000 0 | legal fees | 74.00 |
| | Total | | 74.00 |
| SOAR PEDIATRIC THERAPY, LLC | 01 2172 591 003 000 0 | 3-5 pt | 371.55 |
| | 01 2173 591 003 000 0 | 0-2 pt | 500.65 |
| | Total | | 872.20 |
| SOLIANT HEALTH | 01 1160 591 000 000 0 | school psych | 697.00 |
| | Total | | 697.00 |
| SONNY'S BIKE & FITNESS | 01 3599 610 000 000 0 | Beyond School Bells Grant Bike Stations | 3,000.00 |
| | Total | | 3,000.00 |
| STAPLES | 01 2220 733 001 001 1 | FLASH FURNITURE MID-BACK OFFICE | 152.99 |
| | 01 6992 610 004 000 0 | Acer EB321HQ UM.JE1AA.A01 31.5" LED | 6,249.75 |
| | 01 2510 610 000 000 0 | Cardstock for Tiger Nation brochure | 26.55 |
| | 01 6992 610 004 000 0 | j5create Universal Triple-Monitor Dockin | 4,384.60 |
| | 01 1200 610 003 000 0 | printer ink 305A magenta, yellow, cyan | 356.89 |
| | 01 1200 610 003 000 0 | LC20E black ink cartridge | 41.98 |
| | 01 2510 610 000 000 0 | 9x12 envelopes | 1.78 |
| | 01 2510 610 000 000 0 | 4 label maker tapes | 79.98 |
| | 01 1200 610 003 000 0 | label maker | 24.99 |
| | Total | | 11,319.51 |
| STEPH'S STUDIO | 01 1100 610 002 002 2 | ids | 9.00 |
| | Total | | 9.00 |
| Stuart, Bobbie | 01 2510 580 000 000 0 | mileage reimb | 92.96 |
| | Total | | 92.96 |
| SYNCB/AMAZON | 01 6992 610 004 000 0 | Rechargeable Wireless Keyboard Mouse | 618.24 |
| | 01 2310 610 000 000 0 | White Slatwall Panels | 449.95 |
| | 01 2610 610 001 001 1 | sh-wipe mop covers 12 pack | 49.95 |
| | 01 2710 610 000 000 0 | Replacement pressure washer hose | 50.99 |
| | Total | | 1,169.13 |
| TAESE/USU | 01 1200 330 003 000 0 | mckibbin tri state law conference | 125.00 |
| | Total | | 125.00 |
| TEACHER INNOVATIONS, INC. | 01 1100 810 001 001 1 | planbook subscription | 297.00 |
| | 01 1100 810 002 002 2 | planbook subscription | 297.00 |
| | Total | | 594.00 |
| TEACHER'S CURRICULUM INSTITUTE | 01 1100 610 002 002 2 | workbooks | 378.00 |
| | Total | | 378.00 |
| TIME MANAGEMENT SYSTEMS | 01 2510 610 000 000 0 | aug 21 timeclock | 162.50 |
| | Total | | 162.50 |
| VERIZON | 01 2710 610 000 000 0 | jul 21 gps | 210.47 |
| | 01 2710 610 000 000 0 | aug21 bus gps | 210.47 |
| | Total | | 420.94 |
| VOYAGER SOPRIS LEARNING | 01 6212 610 057 002 2 | Acadience booklets | 841.34 |
| | Total | | 841.34 |
| WPCI | 01 2710 340 000 000 0 | random pool | 60.00 |

| | | | |
|---------------------------|-----------------------|--|---------------------|
| | Total | | <u>60.00</u> |
| ZANER-BLOSER | 01 1100 610 002 002 2 | workbooks | 646.75 |
| | 01 1100 610 002 002 2 | shipping | <u>58.21</u> |
| | Total | | 704.96 |
| Ziegler, Herman | 01 2610 580 002 002 2 | mileage reimb | <u>51.52</u> |
| | Total | | 51.52 |
| | Fund Number | | 280,807.95 |
| JOHNSON CONTROLS | 03 4700 720 000 000 | thermostat 6b | 449.11 |
| | 03 4700 720 000 000 | aaon rtu new gym bad coil compressor | 249.41 |
| | 03 4700 720 000 000 | north system pump coupling replacement | <u>1,053.24</u> |
| | Total | | 1,751.76 |
| NS PERRY CONSTRUCTION LLC | 03 4700 720 000 000 | concrete removal and replacement elem | <u>21,000.00</u> |
| | Total | | 21,000.00 |
| PIPE WORKS PLUMBING LLC | 03 4700 720 000 000 | pipe leak repair | <u>2,947.25</u> |
| | Total | | 2,947.25 |
| | | General Fund Total | \$276,804.95 |
| | | Building Fund | \$25,699.01 |
| | | Payroll | \$379,015.87 |

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

| | | | |
|--------------------------|----|--------------|--------------|
| General Checking Account | \$ | 1,111,424.89 | |
| Payroll Account | \$ | 6,879.72 | |
| Activity Fund | \$ | 291,199.70 | |
| Lunch Fund | \$ | 130,414.66 | |
| Employee Benefits | \$ | 9,593.06 | |
| 125 Plan | \$ | 26,641.21 | |
| Building Fund** | \$ | 310,973.45 | |
| Bond Fund** | \$ | 126,836.07 | |
| Depreciation Account | \$ | 81,932.21 | |
| Scholarship CD | \$ | 73,141.73 | |
| Platte Valley-Employment | \$ | 80,053.43 | |
| | \$ | | 2,249,090.13 |

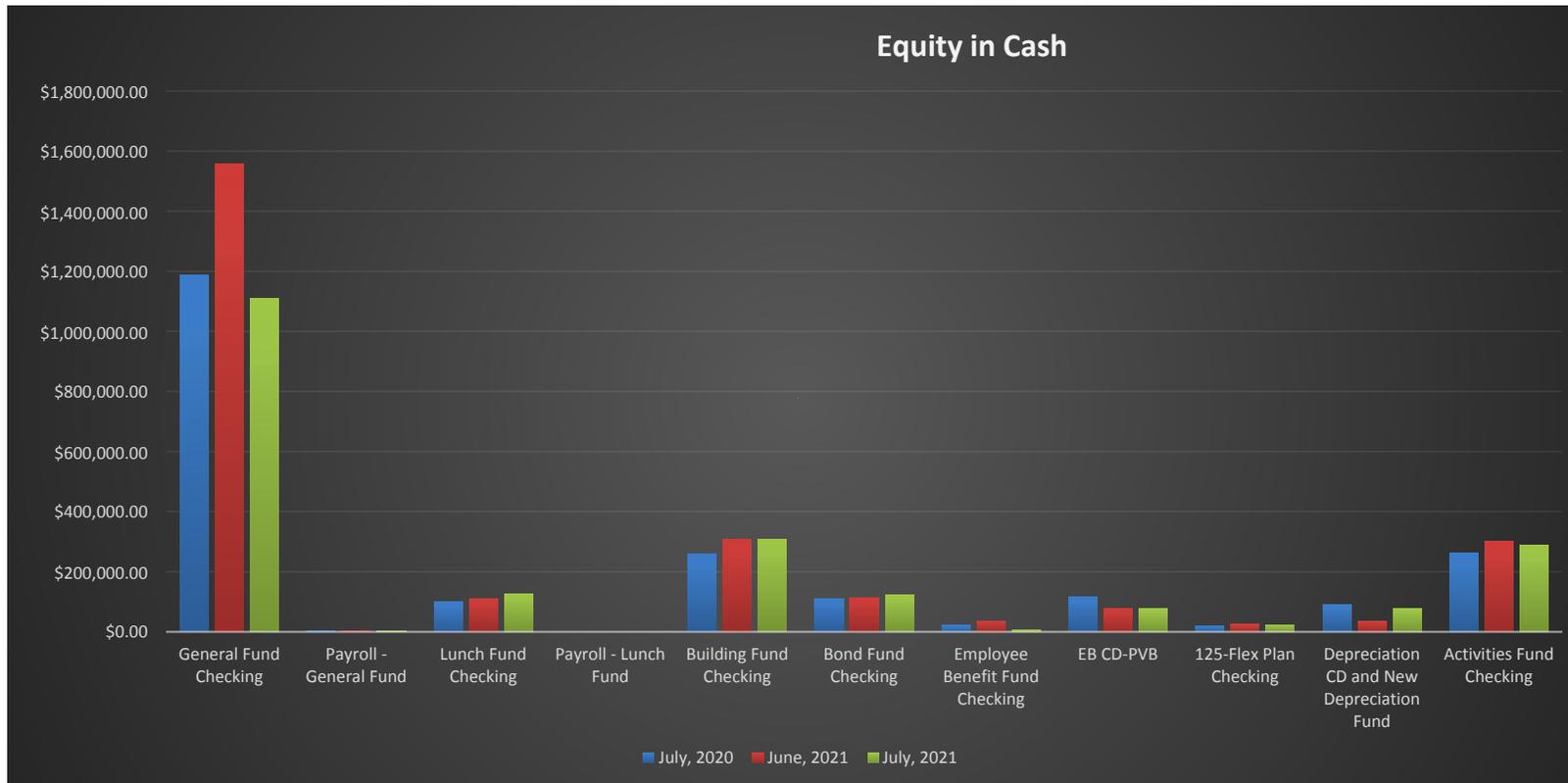


Bayard Public Schools

Equity in Cash

July 31, 2021

| Fund | Fund # | July, 2020 PRIOR YEAR BALANCE | June, 2021 PRIOR MONTH BALANCE | July, 2021 REVENUES | July, 2021 EXPENSES | July, 2021 ENDING BALANCE |
|---|-------------|----------------------------------|-----------------------------------|------------------------|------------------------|------------------------------|
| General Fund Checking | 01-101 | \$1,191,591.45 | 1,561,284.77 | 81,255.12 | (531,115.00) | \$1,111,424.89 |
| Payroll - General Fund | 01-104 | \$6,314.13 | 6,878.51 | 381,718.42 | (381,717.21) | \$6,879.72 |
| Lunch Fund Checking | 02-101 | \$104,453.64 | 113,671.34 | 22,611.53 | (5,868.21) | \$130,414.66 |
| Payroll - Lunch Fund | 02-104 | \$0.00 | 0.00 | 6,493.67 | (6,493.67) | \$0.00 |
| Building Fund Checking | 03-101 | \$263,764.64 | 311,259.05 | 1,130.35 | (1,415.95) | \$310,973.45 |
| Bond Fund Checking | 04-101 | \$112,990.60 | 116,488.07 | 10,348.00 | 0.00 | \$126,836.07 |
| Employee Benefit Fund Checking | 05-101 | \$24,206.47 | 39,673.07 | 1,794.93 | (31,874.94) | \$9,593.06 |
| EB CD-PVB | 05-106-1000 | \$119,589.07 | 79,830.21 | 223.22 | 0.00 | \$80,053.43 |
| 125-Flex Plan Checking | 05-107 | \$22,448.40 | 27,864.95 | 3,588.34 | (4,812.08) | \$26,641.21 |
| Depreciation CD and New Depreciation Fund | 06-101 | \$95,046.04 | 39,814.53 | 42,117.68 | 0.00 | \$81,932.21 |
| Activities Fund Checking | 07-101 | \$266,521.67 | 304,177.87 | 1,599.25 | (14,577.42) | \$291,199.70 |
| Scholarship CD | 07-114 | \$79,462.36 | 73,141.73 | 0.00 | 0.00 | \$73,141.73 |
| TOTAL | | \$2,286,388.47 | \$2,674,084.10 | \$552,880.51 | \$(977,874.48) | \$2,249,090.13 |



| Year | Grant | Amount Award | Current Expenditures | Received Reimbursement | Amount Left to be reimbursed | Pending Reimbursemnts | Amount to Rollover |
|---------------|--|-----------------------|-----------------------|------------------------|------------------------------|-----------------------|--|
| 18/19 | Solar and Wind Energy (Teacher Evaluation) | \$18,748.32 | \$18,748.32 | \$18,745.00 | \$0.00 | | |
| 18/19 | SFI (CSI)1 yr 2 yr grant | \$542,000.00 | \$449,487.00 | \$456,846.00 | \$85,154.00 | | \$85,154.00 |
| 19/20 | ESSERS #1 | \$100,454.00 | \$100,454.00 | \$100,454.00 | \$0.00 | | |
| 19/20 | FEMA #1 | \$9,350.55 | \$9,350.55 | \$9,350.55 | \$0.00 | | |
| 19/20 | FEMA #2 | \$3,149.70 | \$3,149.70 | \$7,316.45 | (\$4,166.75) | | |
| 19/20 | Diesel Mitigation Bus Grant | \$42,000.00 | \$42,000.00 | \$42,000.00 | \$0.00 | | |
| 19/20 | EdQuest 5yr | \$20,000.00 | | \$1,400.00 | \$18,600.00 | \$0.00 | |
| 19/20 | Afterschool Equip grant | \$15,841.90 | \$9,333.66 | \$0.00 | \$15,841.90 | \$9,333.66 | |
| 19/20 | FEMA Generator | \$180,000.00 | \$22,854.12 | \$17,140.59 | \$0.00 | | |
| 20/21 | Title I | \$142,285.00 | \$139,768.55 | \$0.00 | \$142,285.00 | \$142,285.00 | |
| 20/21 | 21st Century Pathfinders | \$50,000.00 | \$50,000.00 | \$0.00 | \$50,000.00 | \$50,000.00 | |
| 20/21 | Early Childhood | \$11,474.00 | \$11,474.00 | \$11,474.00 | \$0.00 | | Will claim these after payroll is posted |
| 20/21 | IDEA 6408 | \$75,785.00 | \$75,785.00 | \$75,785.00 | \$0.00 | | |
| 20/21 | IDEA 6406 | \$1,073.00 | \$1,073.00 | \$1,073.00 | \$0.00 | | |
| 20/21 | SFI Year 3 | \$385,451.00 | \$285,713.90 | \$0.00 | \$385,451.00 | \$250,046.12 | |
| 20/21 | REAP | \$23,683.00 | \$23,692.00 | \$0.00 | \$23,683.00 | \$23,683.00 | |
| 20/21 | ESSERS #2 (pending) | \$382,767.00 | \$46,448.09 | \$0.00 | \$382,767.00 | \$46,448.09 | |
| 20/21 | Vape Detector Grant | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$0.00 | | |
| 20/21 | HAL | | \$524.63 | \$0.00 | \$0.00 | | |
| 20/21 | Flex | \$17,523.00 | \$17,721.85 | \$0.00 | \$17,523.00 | | |
| 20/21 | PEAK | \$1,633.50 | \$1,633.50 | \$1,750.00 | (\$116.50) | | |
| 20/21 | NASA | \$250.00 | | \$250.00 | \$0.00 | | |
| 20/21 | RLIS | \$8,953.12 | \$0.00 | \$0.00 | \$8,953.12 | | |
| 20/21 | Beyond School Bells -Summer Innovation (pending) | \$14,351.00 | \$0.00 | \$14,351.00 | \$0.00 | | |
| 21/22 | ESSERS III (pending) | \$859,640.00 | \$21,783.77 | \$0.00 | \$859,640.00 | | |
| 20/21 | Cares Afterschool Grant | \$5,550.00 | \$5,550.00 | \$5,550.00 | \$0.00 | | |
| 20/21 | Albertson's Grant (Nutrition) | \$3,000.00 | \$0.00 | \$1,500.00 | \$1,500.00 | | |
| 21/22 | Cares Afterschool Grant #2 | \$5,550.00 | | \$5,550.00 | \$0.00 | | |
| 21/22 | REAP | \$19,981.00 | | | | | |
| Totals | | \$2,945,494.09 | \$1,341,545.64 | \$775,535.59 | \$2,169,958.50 | \$521,795.87 | \$85,154.00 |

| | |
|---------------------------------|----------------|
| Total Awarded Grants | \$2,945,494.09 |
| Total money spent toward grants | \$933,991.21 |
| Grant Reimbursement Received | \$775,535.59 |
| Pending Reimbursements | \$521,795.87 |
| Entitled Funds Not yet claimed | \$44,214.18 |

Bayard Public Schools 2011-2020

| Competitive Grants/Donations/Refinances | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | Total |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|-----------------------|-----------------------|
| NCLB | \$109,680.00 | \$101,925.00 | \$93,217.00 | \$96,011.00 | \$93,728.00 | \$81,472.00 | | | | | | \$576,033.00 |
| IDEA | \$22,364.00 | \$22,364.00 | \$22,364.00 | \$22,364.00 | \$22,364.00 | \$22,377.00 | \$34,679.00 | \$26,364.00 | \$76,045.00 | \$76,858.00 | | \$348,143.00 |
| Title I | | | | \$8,137.00 | \$4,091.00 | \$3,963.00 | | | | | | \$16,191.00 |
| ESSA | | | | | | | \$85,035.00 | \$97,367.00 | \$125,542.00 | \$142,285.00 | | \$450,229.00 |
| Education Jobs | \$2,071.00 | | | | | | | | | | | \$2,071.00 |
| Early Childhood Education Grant | | | | \$125,000.00 | \$100,000.00 | \$100,000.00 | \$22,815.00 | \$34,225.00 | \$29,613.00 | \$11,747.00 | | \$423,400.00 |
| 21st Century Community Learning Center Grant | | | | | \$69,320.00 | \$69,320.00 | \$69,320.00 | \$55,456.00 | \$50,000.00 | \$50,000.00 | | \$363,416.00 |
| Flex | | | | | | | | \$15,682.66 | \$17,050.00 | \$17,523.00 | | \$50,255.66 |
| Perkins Grants | | \$8,000.00 | \$12,661.00 | \$14,799.00 | \$11,000.00 | | | | \$10,963.78 | | | \$57,423.78 |
| REAP | | | | \$12,988.00 | | \$14,407.00 | \$21,151.00 | \$19,865.00 | | \$25,325.19 | | \$93,736.19 |
| RLIS | | | | | | | | | \$7,372.00 | | | \$7,372.00 |
| Nebraska Department of Environmental Quality | | | \$20,895.00 | | | | | | | | | \$20,895.00 |
| Quivey Bay Foundation | | | \$25,000.00 | | | | | | | | | \$25,000.00 |
| Oregon Trail Community Foundation | | | \$2,500.00 | | | | | | \$5,000.00 | | | \$7,500.00 |
| Sustainable Schoolyards | | | | \$12,000.00 | | | | | | | | \$12,000.00 |
| Partner Commitments (UNL) | | | | | \$20,000.00 | \$20,000.00 | \$20,000.00 | | | | | \$60,000.00 |
| Valley Bank and Trust | | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | | | | | | | \$100,000.00 |
| Platte Valley Bank | | \$25,000.00 | | | | | | | | | | \$25,000.00 |
| Bond Refinance Savings | \$114,298.00 | | | | \$246,328.00 | | | | | | | \$360,626.00 |
| Dollar General Literacy Grant | | | | | \$3,000.00 | | | | | | | \$3,000.00 |
| Title IV-A SSAE Grant (FranklinCovey Partnership) | | | | | | | \$78,302.00 | | | | | \$78,302.00 |
| Comprehensive School Improvement (CSI)(SFI) | | | | | | | | \$542,000.00 | | \$300,368.00 | | \$842,368.00 |
| Nebraska Diesel Emission Mitigation Program Grant | | | | | | | | \$42,000.00 | \$42,000.00 | \$42,000.00 | | \$126,000.00 |
| Solar and Wind Energy (Teacher Evaluation) | | | | | | | | \$18,748.32 | | | | \$18,748.32 |
| FEMA Hazard Mitigation Grant | | | | | | | | | \$180,000.00 | | | \$180,000.00 |
| FEMA Tornado | | | | | | | | | | | | \$0.00 |
| Fema Covid | | | | | | | | | \$12,500.25 | | | \$12,500.25 |
| ESSERS | | | | | | | | \$100,454.00 | \$382,767.00 | \$1,080,899.00 | | \$1,564,120.00 |
| CenturyLink Grant (Schluterbusch) | | | | | \$1,000.00 | | | | | | | \$1,000.00 |
| Bayard Public Library Partnership | | | | | | | | \$4,000.00 | | | | \$4,000.00 |
| | | | | | | | | | | | | \$0.00 |
| Total | \$248,413.00 | \$182,289.00 | \$201,637.00 | \$316,299.00 | \$595,831.00 | \$311,539.00 | \$331,302.00 | \$851,707.98 | \$660,540.03 | \$1,048,873.19 | \$1,080,899.00 | \$5,829,330.20 |

Workforce Partnerships
 Experience Works Partnership
 Foster Grandparent Partnership

| Grants/D onations Sought | Funds Requested | Funds Committed | Funds Received |
|--|----------------------------|----------------------------|---------------------------|
| WESTCO | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| City of Bayard Keno Funds | \$10,000.00 | \$8,000.00 | |
| Kelly Bean | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| Oregon Trail Communi ty Foundatio n | \$10,000.00 | \$5,000.00 | |
| FFA Foundatio n | \$10,000.00 | \$10,000.00 | |
| Snow Redfern Foundatio n | \$10,000.00 | | |
| Farm Credit Services of America | \$10,000.00 | \$8,000.00 | |
| Simplot | \$500.00 | \$500.00 | \$500.00 |
| BNSF | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Totals to Date | \$62,000.00 | \$43,000.00 | \$12,000.00 |

| | 2011/2012 | 2012/2013 | 2013/2014 | 2014/2015 | 2015/2016 | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|-----------------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SPED SA | 203514 | 190292 | 236959 | 176641 | 173212 | 161004 | 149226 | 159657 | 144585 | |
| SPED SA Trans | 34648 | 35272 | 35149 | 13943 | 7191 | 1707 | 0 | 4889 | 4426 | |
| Apportionment | 45257.2 | 60184.75 | 53374.07 | 56933.23 | 52911.56 | 54742.33 | 50996.05 | 45439.32 | 52018.47 | 42808.41 |
| State Aid | 2039213.66 | 2007080.36 | 2099946 | 2109919 | 2097895 | 1942483 | 1877561 | 1943838 | 1985757 | |
| Breakfast State | 763.5 | 554.12 | 875.18 | 722.95 | 789.5 | 1935.45 | 1858.45 | 1697.35 | 1612.8 | |
| Lunch Federal | 118230.16 | 113919.96 | 124632.4 | 143382.9 | 150883.8 | 154781.1 | 147439.8 | 153368 | 118227.5 | |
| Lunch State | 548.02 | 599.69 | 614.99 | 594.91 | 560.26 | 513.23 | 480.07 | 494.86 | 463.3 | |
| Fruit Veggie | 11144.4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Distance Ed | 2000 | 2000 | 4000 | 16000 | 0 | 0 | 6425.64 | 6469.29 | 10142.28 | |
| IDEA/Poverty | 33651 | 126793 | 80180 | 10910 | 88198 | 68640 | 9834 | 58852 | 56940 | |
| Summer Food Expanding | 0 | 0 | 6290.71 | 6518.12 | 0 | 0 | 0 | 0 | 0 | |
| Nutrition Training | 0 | 0 | 0 | 1994.26 | 0 | 0 | 0 | 0 | 0 | |
| Summer Feeding | 0 | 0 | 0 | 10013.98 | 8134.03 | 5821.09 | 7053.04 | 6434.55 | 95890.14 | |
| HAL | | | 0 | 0 | 0 | 0 | 2342 | 2202 | 4748 | 4745 |

2020/2021 Grants DRAFT

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

Grant Checklist

| Federal Grants | |
|-------------------------------------|--|
| <input type="checkbox"/> | REAP \$23,683 |
| <input checked="" type="checkbox"/> | SFI 2019 \$542,000 |
| <input type="checkbox"/> | SFI 2021 \$300,368 + carryover (\$85154) |
| <input type="checkbox"/> | Title I \$142,285 |
| <input type="checkbox"/> | 21st Century \$50,000 |
| <input type="checkbox"/> | IDEA 6408 \$ 75,785 64 6406 \$1073 |
| <input type="checkbox"/> | FEMA Generator \$180,000 |

| State Grants | |
|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Bus Grant \$42,000 |
| <input checked="" type="checkbox"/> | Early Childhood \$11,474 |
| <input type="checkbox"/> | Pathfinder Equipment Grant |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

| COVID Funding | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | ESSERS #1 \$100,454 |
| <input type="checkbox"/> | ESSERS #2 \$ 382,767 |
| <input checked="" type="checkbox"/> | FEMA 1 \$9350.55 |
| <input checked="" type="checkbox"/> | FEMA2 \$3,149.70 |
| <input type="checkbox"/> | ESSERS#3 TBD |
| <input type="checkbox"/> | Afterschool Grant \$5,550 (awaiting approval) |

Other Grants

| | Applied | GAN | Reimbursed |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Education Quest (5yrs) \$20,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wind/Solar | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| PEAK Funds \$1633.50 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Vape Detector Grant \$5,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| AfterSchool NASA | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

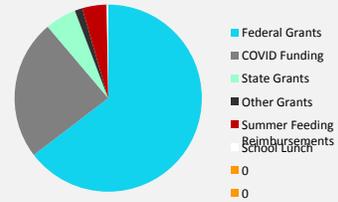
| | Applied | GA | Reimbursed |
|--|--------------------------|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Grant Budget

| CATEGORY | % OF BUDGET | SUBTOTALS |
|-------------------------------|-------------|----------------|
| Federal Grants | 68% | \$1,324,147.12 |
| COVID Funding | 25% | \$495,721.25 |
| State Grants | 6% | \$110,587.22 |
| Other Grants | 1% | \$26,883.50 |
| Summer Feeding Reimbursements | 4% | \$86,361.04 |
| School Lunch | 0% | \$5,350.08 |
| 0 | 0% | \$0.00 |
| 0 | 0% | \$0.00 |

TOTAL GRANT FUNDS
\$1,957,339.09

Does not include Lunch Program



| CATEGORY | AMOUNT | COMMENTS |
|---------------------------------|-----------------------|---------------------------------------|
| Federal Grants | \$1,324,147.12 | |
| REAP | \$23,683.00 | |
| SFI 2019 | \$542,000.00 | received 85,00 rolled over |
| SFI 2021 | \$300,368.00 | |
| | | |
| Title I | \$142,285.00 | |
| 21st Century (Pathfinders) | \$50,000.00 | |
| FEMA Generator | \$180,000.00 | |
| IDEA 6408 Ages 5-21 | \$75,785.00 | |
| IDEA 6406 Ages 3-5 | \$1,073.00 | |
| RUS | \$8,953.12 | |
| | \$0.00 | |
| | \$0.00 | |
| | \$0.00 | |
| COVID Funding | \$495,721.25 | |
| ESSERS #1 | \$100,454.00 | received |
| ESSERS #2 | \$382,767.00 | |
| ESSERS #3 TBD | \$0.00 | |
| FEMA #1 | \$9,350.55 | approved waiting on reimbursement |
| FEMA #2 | \$3,149.70 | approved waiting on reimbursement |
| ESSERS III | \$0.00 | |
| | \$0.00 | |
| | \$0.00 | |
| State Grants | \$110,587.22 | |
| Bus Grant | \$42,000.00 | |
| Early Childhood | \$11,474.00 | final reimbursement request submitted |
| Afterschool grant for Equipment | \$15,841.90 | |
| Wind/Solar Grant | \$18,748.32 | |

| | | |
|--------------------------------------|-------------|---|
| Flex | \$17,523.00 | |
| Vape | \$5,000.00 | final reimbursement request submitted |
| Other Grants | | |
| | \$26,883.50 | |
| PEAK | \$1,633.50 | |
| Vape Detector Grant | \$5,000.00 | |
| NASA Afterschool | \$250.00 | Do not have to request reimbursement they sent items needed |
| Education Quest Grant (5 yr. Grant) | \$20,000.00 | received \$500.00 summer 2020, received \$900.00 2/21 |
| Summer Feeding Reimbursements | | |
| | \$86,361.04 | |
| 20-Oct | \$26,735.10 | received |
| 20-Nov | \$16,043.75 | received |
| 20-Dec | \$18,821.23 | received |
| 20-Jan | \$24,760.96 | have not received |
| School Lunch | | |
| | \$5,350.08 | |
| 20-Aug | \$532.80 | received |
| 20-Sep | \$1,442.88 | received |
| 20-Oct | \$1,584.00 | received |
| 20-Nov | \$490.56 | received |
| 20-Dec | \$546.24 | received |
| 21-Jan | \$753.60 | received |
| \$0.00 | | |
| \$0.00 | | |



Safety & Security Standards

Self-Assessment

This self-assessment is designed to assist schools in determining safety and the level of security in their building ***consistent with best practices***. It allows for reflection and consideration of school safety standards components and encourages schools to determine their progress toward implementation of strategies for creating safe and secure schools.

The value of this tool is in the discussion it creates rather than any score it produces. These discussions should be on-going as part of the school's continuous improvement process rather than one and done. The intent is for school safety teams and building staff to have intentional and genuine conversation about the planning and preparation process concerning safety and security and training which supports and reinforces it.

This document contains the safety and security standards that have been adopted by the Nebraska State Board of Education. The standards are based on best practice and are meant to be a guide for school districts to identify the minimum standards for school safety and security. They were created by a collaborative group of educators, law enforcement, and emergency responder/planners from across Nebraska.

The safety and security standards address four classifications;

Prevention: Aimed at preventing incidents

Preparedness: Targeted at limiting incident casualties, destruction, and chaos

Response: Intended planning to respond to an incident

Recovery: Designed actions to return the climate and environment to pre-incident conditions

Each standard, under one of the four classifications, supports the respective category of prevention, preparedness, response, or recovery. Most standards have indicators that further delineate the standard. Some indicators may appear the same, but what differentiates the meaning is the category wherein it is identified.

Directions: Circle the appropriate implementation level on each indicator based on the evidence that can be produced if requested. **The evidence does not have to be gathered in advance, but should be available if requested by the assessor.** Check-marks should be placed by all evidence the school has which supports the implementation level selected.

Glossary of Terms

| | |
|----------------------------|---|
| Community Partners | Police, Fire, Emergency Management Services |
| Employee | All persons working in the school building including staff on long-term educational contracts. |
| Safety Audit | Required by Rule 10, a safety audit conducted by an external person to measure prevention and preparedness for an environmental event or act of nature. |
| School System | A school district or school building. |
| Security Assessment | Required by NRS 79-2, 144(3), a security assessment conducted by the State Security Director or his/her designee(s) to measure prevention and preparedness for a human caused/related incident. |
| Shall | Standards required by law or rule. |
| Should | Standards not required by law or rule, but highly recommended. |
| Stakeholders | Employees, parents, students, community, business, media |

PREVENTION

Standard 1: The school system shall coordinate efforts for prevention through collaboration with local, state and regional stakeholders.

| | | |
|---------------------------------|--|--|
| 1.1.a | <p>The school system shall prepare and communicate with local authorities (e.g., fire, police, rescue, emergency management, mayor’s office, etc.) for a wide variety of real-world scenarios.</p> | |
| | <p>1 The school system has not communicated with local authorities.</p> | |
| | <p>2 The school system communicates with local authorities, meeting annually.</p> | |
| ✓ | <p>3 The school system communicates with local authorities meeting annually and has guidelines and policies in place that are reviewed and practiced by all employees and students on a regular (e.g., monthly, quarterly) basis.</p> | |
| | <p>4 The school system communicates and collaborates regularly (e.g., monthly, quarterly) with local authorities planning, training and exercising real world scenarios.</p> | |
| <p>Possible Evidence</p> | | |
| | <ul style="list-style-type: none"> ● Documented communication with local authorities ● Documented <u>scenarios</u>, <u>calendars</u>, <u>agendas</u>, <u>minutes</u>, sign-in sheets ○ After action reports, training rosters/agendas ○ Documentation that the all-hazards plan has been made an annex to the municipality’s Local All-Hazards Plan. | |

| | | |
|--------------|--|--|
| 1.1.b | The school system shall have guidelines and policies for event and incident management. | |
| | 1 The school system has no evidence of guidelines or policies. | |
| | 2 The school system has guidelines and policies in place and shared with all employees and students. | |
| | ✓ 3 The school system has guidelines and policies in place that are reviewed and practiced by all employees and students on a regular (e.g., monthly, quarterly) basis. | |
| | 4 The school system has guidelines and policies in place that are reviewed and practiced by all employees, students, and relevant stakeholders on a regular (e.g., monthly, quarterly) basis. | |
| | Possible Evidence | |
| | <ul style="list-style-type: none"> ● Documented guidelines and policies ● Documented communication with relevant stakeholders ● Documented reviews and/or exercises with attendance roster ● Evidence the school has created a reference kit available for first responders which includes several copies of floor plans, master keys to interior and exterior doors, and any other items deemed necessary by community emergency partners. <ul style="list-style-type: none"> ○ Training roster and curricula documenting staff training in emergency procedures. | |

| | | |
|--------------|---|--|
| 1.1.c | The school system should follow standard practice policies using protocols recommended by the iloveyouguys.org Standard Response Protocol (SRP) (i.e., lock down, lock out, evacuate, and shelter). | |
| | 1 The school system has not adopted the SRP. | |
| | 2 The school system has a limited number of system employees and students who are knowledgeable of the SRP. | |
| | 3 The school system SRP is known and practiced by all system employees and students. | |
| | ✓ 4 The school system SRP is known and practiced by all system employees and students and also involves community partners when practicing. | |
| | Possible Evidence | |
| | <ul style="list-style-type: none"> ● Documented policies ● Documented training content and participants <ul style="list-style-type: none"> ○ Documented exercises using SRP including attendance roster ● SRP handouts and communications to families and students ● Prominently posted SRP protocol <ul style="list-style-type: none"> ○ School staff can recite SRP protocol if asked | |

| | | |
|--------------|---|--|
| 1.1.d | The school system shall maintain compliance with fire and life safety codes. | |
| | 1 The school system is not in compliance with fire and life safety codes nor has a process/plan to meet compliance. | |
| | 2 The school system meets all current fire and life safety codes or is in the process/plan of meeting compliance. | |
| | ✓ 3 The school system meets all current fire and life safety codes | |
| | 4 The school system exceeds all current fire and life safety codes. | |
| | Possible Evidence | |
| | <ul style="list-style-type: none"> ● Evidence of an identified plan <ul style="list-style-type: none"> ○ Fire Marshall reports ○ Compliance reports | |

| | |
|--|---|
| 1.1.e | The school system shall have visible signage to identify interior/exterior spaces for emergency responders. |
| 1 | The school system has no visible signage for emergency responders. |
| ✓ 2 | The school system has visible signage for emergency responders. |
| 3 | The school system has standardized and visible interior/exterior signage for emergency responders. |
| 4 | The school system has standardized, visible signage to include labeling interior and exterior doors and on exterior classroom windows for emergency responders. |
| Possible Evidence | |
| <ul style="list-style-type: none"> ○ Visible numbering / labeling of doors ○ High visibility numbering (size and color) ○ Documented walk-through of facility by local response agency verifying appropriateness of signage for responders ○ Policy regarding signage on interior and exterior doors | |

Standard 2: The school system shall designate safety and security teams who are responsible for compliance with local, state and federal mandates through a written all-hazards (internal and external) plan.

| | |
|---|---|
| 1.2.a | The school system should have teams responsible for safety and security. The teams will respond and manage any incident that occurs. |
| 1 | The school system has no teams responsible for safety and security. |
| 2 | The school system has designated a team responsible for safety and security at either the system wide and/or facility level. |
| ✓ 3 | The school system has designated teams responsible for safety and security at both the system wide and facility level. |
| 4 | The school system has designated teams responsible for safety and security system wide and at the individual facility level and regular (e.g., monthly, quarterly) including representatives from student and parent populations. |
| Possible Evidence | |
| <ul style="list-style-type: none"> ○ Small systems may meet Level 4 with one team (possibly) ● Team roster; team meeting agendas ● Evidence that parents are included in safety team planning processes ● Roster includes law enforcement officer, local first responder, teachers, administrator, mental health professional, custodian, parent or guardian of a student and any others deemed necessary e.g. school nurse, local emergency management, IT manager, and school transportation coordinator. | |

- Roster includes student representatives on the school safety planning team

1.2.b The safety teams meet to review safety standards/protocols and update documents.

- 1 The safety team has not met in the last year.
- 2 The safety team meets at least annually.
- 3 The safety team meets regularly (e.g., monthly/quarterly)
- ✓ 4 The safety team meets regularly (e.g., monthly/quarterly) with full team participation.

Possible Evidence

- Documentation is kept on file according to records retention requirements. (Agendas, team minutes, etc.)
- Team meeting schedule
- Team member attendance records
- Team meeting notes

Standard 3: The school system should assess school climate/culture and implement processes and practices to create a positive and safe environment conducive to learning.

1.3.a The school system should assess positive relationships between students and employees and between students and students.

- The school system has no purposeful strategies or processes in place to assess
- 1 positive relationships.
- The school system has purposeful strategies and processes in place to assess
- 2 positive relationships.
- ✓ 3 The school system has purposeful strategies and processes in place to assess observable, positive relationships.
- 4 The school system has purposeful strategies and processes in place to assess observable, positive relationships, with processes regularly (e.g., monthly/quarterly) evaluated based on assessment data and modified as needed.

Possible Evidence

- Surveys and data
- Lesson plans for and results from student activities
- Observation protocols that define observable positive relationships that are to be assessed

- Protocols in place to gather, aggregate and review data related to positive relationships

1.3.b

The school system should implement processes and practices to create a respectful, positive, and safe environment conducive to learning.

The school system has no documented processes or practices to create a positive and safe environment conducive to learning.

1

The school system has implemented a documented school-wide behavior process to create a positive and safe environment conducive to learning.

2

The school system has implemented a documented school-wide behavior process supported by a data collection system to create a positive and safe environment conducive to learning.

3

The school system has implemented a documented school-wide behavior process using a data collection system to guide decision making fostering a positive and safe environment conducive to learning.

4

Possible Evidence

- Behavior expectations are posted school-wide
- Policies exist that promote social, emotional, ethical and civic development of students.
- Language used with students is positive vs. negative
- School Improvement Plan
- Code of conduct is reviewed and updated annually
- Procedures used to make decisions about student behavior are well-known to students and staff as evidenced by random questioning
- Alternatives to suspensions and expulsions are built into disciplinary policy
- Documentation that students are actively involved in promoting a positive school climate
- Evidence that data is collected related to behavior
- Documentation of data aggregation for use in identifying trends
- Meeting notes or similar documentation to support use of data in decision making related to school wide behavior expectations
- There is a process in place to collect and review discipline referral data
- Notes from decision making processes documenting alteration of processes based on data

Standard 4: The school system shall have processes in place to assist and address identified individuals who exhibit signs of risky, harmful, or violent behaviors and/or pose a threat of committing criminal activity.

1.4.a The school system shall have a student assistance process to provide problem-solving and intervention strategies.

1 The school system has no student assistance process.

2 The school system has a student assistance process where problem solving can occur and intervention strategies are recommended and implemented.

✓ 3 The school system has a student assistance process where problem solving occurs and recommended intervention strategies are implemented with district and building level teams collaborating with and using community resources.

Possible Evidence

- Possible examples (but not limited to) may include the 1184 team; SAT team; problem-solving team; PBIS team; 504 plans
- Documentation of team processes
- Documentation of team members
- Documentation of meeting minutes
- Evidence of collaboration with community resources (communications; joint training; lists of commonly used resources)
- Protocols for problem solving and student assistance
- Evidence that parents are involved in policy / protocol decisions
- There is a process in place to identify and serve the needs of students most at risk for engaging in disruptive and disorderly behavior
- Documentation that behavior processes focus on root causes of problems and problem solving strategies
- There are staff members trained to identify and work with potentially dangerous students
- There is a formal student assistance program in place
- There are standard definitions and procedures to identify school crime included in the student code of conduct or handbook

1.4.b The school system should have behavioral threat assessment plans and protocols consistent with best practices.

1 The school system does not have a behavioral threat assessment plan or protocol.

2 The school system has a plan for behavioral threat assessments and implements protocol when necessary.

✓ 3 The school system has a plan for behavioral threat assessments and conducts threat assessment protocols using trained staff.

4 The school system has a plan for behavioral threat assessments and conducts

threat assessment protocols using trained staff and has regular training with school staff on what and how to report suspicion or concern.

Possible Evidence

- Documentation of threat assessment and management protocols
- A plan is in place to coordinate team work with local law enforcement
- Policies include information on how team records are maintained and kept secure and apart from the student's educational record
- There is an identified threat assessment and management policy in place
- Documentation of training in behavioral threat assessment and management for team members
- Documentation of training for all staff the school community on reporting potential warning signs of someone who might pose a threat
- Protocols are in place for when and how to secure outside consultation from a qualified threat assessor
- An anonymous reporting system is in place
- A reporting system is in place that is not anonymous
- There is a policy in place on how, where and what to report related to potential threats from students, staff, families or other community members
- A process to assist staff to recognize students exhibiting behaviors indicating involvement in gangs, extremism, radicalization, human sex trafficking victims and student recruiters

1.4.c

The school system should identify and coordinate with mental health resources in the community to assist with behavioral health crises.

The school system has no mental health resources neither identified nor
1 coordinated.

The school system has identified mental health resources and uses on an
2 occasional basis.

The school system has identified mental health resources and collaborative
3 meetings are held between representatives of these resources and school personnel.

✓ **4** The school system has identified mental health resources that come into schools on a regular basis.

Possible Evidence

- Documentation of communication to parents regarding students' mental health needs
- Participation in collaborative meetings as evidenced by meeting notes and agendas (1184)
- Documentation of a mental health presence in schools
- Documentation of referral procedures for mental health concerns
- Schedules for mental health availability in schools
- Policies and protocols in place to keep parents involved in mental health decisions

1.4.d The school system shall have at least one hour of suicide prevention training for employees annually.

- 1 The school system does not participate in NDE approved suicide prevention training for employees annually.
- 2 The school system participates in the NDE approved suicide prevention training for employees annually.
- 3 The school system participates in the NDE approved suicide prevention training for employees annually including certified and non-certified staff.
- 4 ✓ The school system participates in the NDE approved suicide prevention training for employees annually including certified and non-certified staff and provides additional suicide prevention training with supplemental curricula.

Possible Evidence

- Attendance record of participation
- Completion certificates
- Supplemental suicide prevention curricula

1.4.e The school system shall have a bullying policy that includes human, cultural, technological, and societal issues with prevention instruction for employees and students including digital citizenship or cyberbullying.

- 1 The school system has an inadequate or no bullying policy for prevention and instructional opportunities.
- 2 The school system has a bullying policy and conducts on-going bullying/cyberbullying prevention and digital citizenship instruction for both employees and students and monitors bullying/cyberbullying incidents.
- 3 ✓ The school system has a bullying policy and conducts on-going bullying/cyberbullying prevention and digital citizenship instruction for both employees and students and has a system created to report bullying/cyberbullying incidents.
- 4 The school system has a bullying policy and conducts on-going bullying/cyberbullying prevention and digital citizenship instruction for all employees and students and has systems created to report bullying/cyberbullying incidents to identify and respond to students who need additional prevention support.

Possible Evidence

- Evidence-based bullying prevention program in place
- Anti-bullying policies include monitoring protocols
- System for reporting is active
- Policies/protocols for reporting are in place

- Training or awareness protocols are carried out so staff, students and families know how, where and when to make reports
- Documentation of incidents
 - Incident data is aggregated and used for decision making
 - Curriculum that advocates and practices safe, legal, and responsible use of information and technology
 - Instruction is provided which exhibits a positive attitude toward using technology that supports collaboration, learning, and productivity
 - Documentation that students are educated about the policy

1.4.f The school system shall have a policy regarding student dating violence.

The school system has not developed nor adopted a specific policy to address
1 incidents of dating violence involving students at school.

✓ **2** The school system developed and adopted a specific policy to address incidents of dating violence involving students at school.

3 The school system provides on-going instruction to employees and students regarding the student dating violence policy.

4 The school system provides on-going instruction to employees and students regarding dating violence using evidence-based instruction.

Possible Evidence

- School Policy
- Documentation of evidence-based curriculum in use
 - Protocols are in place for responding to incidents of dating violence on and off school property
 - Students and staff receive training on dating violence as evidenced by training agendas, announcements, participation rosters or lesson plans
 - Students and staff receive training on sexual harassment/gender respect as evidenced by training agendas, announcements, participation rosters or lesson plans

Standard 5: The school system shall complete a hazard analysis of all school system properties to identify potential hazards.

1.5.a The school system shall have a protocol for an annual inventory of all chemicals (e.g., classrooms, custodial, buildings, grounds), proper storage, and disposal of unused or outdated chemicals.

1 The school system has no protocol for inventory, storage, and disposal of unused or outdated chemicals.

2 The school system has an inventory, storage and disposal protocol.

3 ✓ The school system has implemented an inventory, storage, and disposal protocol.

Possible Evidence

- All chemicals are stored in appropriate containers that are labeled with the name, formula and health hazards associated with the chemical
- Storage area doors are marked "hazardous materials" or "authorized personnel only"
 - Chemical storage area has an operable and adequate ventilation system
 - A policy / protocol is in place supporting the an annual chemical inventory, proper storage and disposal of chemicals
- Corrosive materials cabinet is designed to store corrosives is locked and labeled
- Flammable materials cabinet is designed to store flammables and is locked and labeled
- Safety data sheets "SDS" are available for each material
 - If mercury is present, it is locked, labeled, coded for compatibility, and kept in appropriate containers

1.5.b The school system shall maintain health immunization records for all students.

1 The school system does not maintain immunization records.

2 The school system maintains immunization records for all students.

3 ✓ The school system maintains immunization records for all students and uses the data for health and safety of students.

4 The school system maintains immunization records for all students and uses the data for scheduled assessment for student health and safety needs.

Possible Evidence

- Determination of staffing needs based on the assessments
- Specific health related student sweep to identify emerging health needs
- Policy/protocol in place related to maintaining health immunization records
- Policy/protocol includes information on how data is aggregated and used to assess student health/safety

**Standard 6: The school system shall maintain a safe environment.
LB 79-2, 144-145**

1.6.a The school system should collaborate with appropriate local agencies to identify and address safety and security issues.

1 The school system does not communicate nor collaborate with local agencies.

2 The school system communicates and collaborates about safety and security

protocols with local agencies.

✓ 3 The school system communicates and collaborates about safety and security protocols with local agencies on a regular (e.g., monthly, quarterly) basis.

4 The school system communicates, collaborates, and implements safety and security protocols with local agencies on a regular (e.g., monthly, quarterly) basis.

Possible Evidence

- Documentation from meetings with local agencies such as law enforcement, fire, public health, emergency management, emergency medical services, Mayor's office and Superintendent.
- School participation in community trainings related to safety/security
- Partnering in continuity of operations
- Policy or protocol for maintaining links with local agencies to address safety/security
- Evidence of implementing safety and security after action reports from safety /security exercises; recommendations from local agencies that were implemented in schools

1.6.b

The school system shall conduct system-wide safety and security self-assessments.

1 The school system does not conduct system-wide safety nor security self-assessments.

2 The school system conducts system-wide safety and security self-assessments for each building by the safety committee.

✓ 3 The school system conducts system-wide safety and security self-assessments for each building involving staff representatives.

4 The school system conducts system-wide safety and security self-assessments for each building involving all staff members.

Possible Evidence

- Data from the self-assessments
- Walk-through reports by local safety/security personnel
- Roster of self-assessment participants
- Documentation that self-assessment include checks for the following:
 - Safety and security policies are adhered to
 - Building exterior is inspected for safety/security issues (locked doors, signage, unregistered vehicles are detected, buses/school vehicles are secured, adequate lighting, windows and entrances visible)
 - Visitor access control procedures are adhered to
 - Key control and ID systems are in place and adhered to
 - Building interior is inspected for safety / security issues (locked doors, signage, locker use)

- Monitoring and surveillance systems are in place and procedures are followed
- Technology solutions are backed up and procedures adhered to
- Specialty areas are inspected for safety/security issues (labs, shops, storage, maintenance areas, locker rooms, stadiums, gyms, natatoriums)
- Plans are in place and posted as directed (Lock out, lock down, evacuate, and shelter, routes, stairwells, standard response protocol, first aid)

1.6.c The school system shall conduct annual safety audits using external consultants.

1 The school system does not conduct safety audits.

✓ **2** The school system conducts safety audits annually.

3 The school system conducts annual safety audits utilizing the standardized audit protocol.

4 The school system conducts annual safety audits utilizing the standardized audit protocol administered by an NDE certified auditor.

Possible Evidence

- Documented audits with auditor's name

1.6.d The school system should have active supervision throughout all school buildings/campus.

The school system has limited or no active supervision at the school
1 buildings/campus.

✓ **2** The school system has active supervision throughout the school buildings/campus.

3 The school system has a written plan for active supervision that is implemented in all common areas throughout the school buildings/campus.

4 The school system has a written plan for active supervision that is implemented and supported by staff training in all common areas throughout the school buildings/campus.

Possible Evidence

- Documentation of the written plans
- Documentation of the training content and participation (training roster)
- Policy defining active supervision and its implementation
- Protocols for implementing active supervision in common areas

Standard 7: The school system should have policies and protocols regarding security and visitor management in alignment with Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA Center).

1.7.a The school system should develop, train, and follow security and visitor protocols in alignment with Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA).

1 The school system has inadequate or no visitor management protocols or training.

✓ **2** The school system has developed, trained, and follows visitor management protocols in alignment with Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA).

3 The school system has developed, trained, and follows visitor management protocols, and is followed by all employees and students in alignment with Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA).

4 The school system has developed, trained, and follows visitor management protocols that is followed by all district or contract employees, volunteers, students, substitute teachers, and student teachers in alignment with Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA).

Possible Evidence

- Employees and visitors IDs with dates are issued in accordance with a policy
- Visitor badge with date and destination
- Documentation of check-ins/outs at office
- Written procedures for authorized visitors
- Written procedures for unauthorized visitors
- Written procedures to guide access to the building by staff/visitors before and after school
- Documentation that background checks are conducted as per policy
- Documentation that sex offender checks are conducted as per policy
- Visitor policy/procedure includes information about how/when a parent who is a registered sex offender may visit their child during school hours
- Policies/protocols are in place to receive deliveries/delivery personnel (including system for inspecting and approving items)
- Documentation of training for personnel and students related to visitor management

1.7.b The school system should develop and implement security and visitor policies and protocols for specialized areas (e.g., pools, gyms, prekindergarten, playgrounds, fences, vehicles/buses, vehicle facilities, bus barns, science labs, sporting venues, cafeterias, kitchens, classrooms with exterior doors, portables, etc.).

1 The school system does not have security nor visitor policies nor protocols for specialized areas.

✓ 2 The school system has developed and implemented security and visitor policies and protocols for specialized areas.

3 The school system has developed, trained, and follows visitor management protocols, and is followed by all employees and students in alignment with Readiness and Emergency Management for Schools (REMS) for specialized areas.

4 The school system has developed, trained, and follows visitor management protocols that is followed by all district or contract employees, volunteers, students, substitute teachers, and student teachers in alignment with Readiness and Emergency Management for Schools (REMS) for specialized areas.

Possible Evidence

- Policy addressing classroom instruction with doors locked or unlocked
- Policy addressing classroom instruction in portables or other separate buildings with doors locked or unlocked
- Evidence of physical security measures that are delineated in policy (e.g., Evidence of electronic security systems; of security cameras and GPS on school buses; remote and isolated hallways are monitored by security cameras; electronic security alarm systems are connected to law enforcement/fire or to central reporting where appropriate agencies will be contacted; alarm system is in compliance with the Americans with Disabilities Act (ADA) requirements including provisions for hearing and/or visual impairments; at least 30 days CCTV digital media and also CCTV monitored in real-time)
- Policy directly addressing visitors and visitor management

PREPAREDNESS

Standard 1: The school system shall establish a safety and security plan consistent with incident command procedures.

| | | |
|--|--|--|
| 2.1.a | The school system shall have a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident. | |
| 1 | The school system does not have a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident. | |
| 2 | The school system has a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident. | |
| ✓ 3 | The school system has a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident and has informed emergency personnel of the structure protocol. | |
| 4 | The school system has a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident, has informed emergency personnel of the structure protocol, and has practiced various incident scenarios (i.e., exercises, drills). | |
| Possible Evidence | | |
| <ul style="list-style-type: none"> • Documentation of identification of person(s) responsible as liaison (organization chart) • Documentation of process | | |
| 2.1.b | The school system shall have a structure to identify a primary school leader to be responsible for students at the time when incident command procedures are needed. | |
| 1 | The school system does not have a structure to identify a primary school leader to be responsible for students at the time when incident command procedures are needed | |
| 2 | The school system has a structure to identify a primary school leader to be responsible for students at the time when incident command procedures are needed | |
| ✓ 3 | The school system has a structure to identify a primary school leader to be responsible for students at the time when incident command procedures are needed and have informed emergency personnel of the structure protocol. | |
| 4 | The school system has a structure to identify a primary school leader to be | |

responsible for students at the time when incident command procedures are needed, has informed emergency personnel of the structure protocol, and has exercised various incident scenarios i.e. table top exercises, drill, or practice.

Possible Evidence

- Documentation of identification of person responsible as liaison (organization chart)
- Documentation of process

Standard 2: The school system's safety and security plan should integrate the needs of students, employees, and persons with and without disabilities.

2.2.a The school system should conduct emergency drills.

1 The school system does not conduct emergency drills as required by state statute.

2 The school system conducts emergency drills as required by state statute.

✓ **3** The school system conducts emergency drills that meet or exceed the number of drills required by state statute and at differing times throughout the day.

4 The school system conducts emergency drills that meet or exceed the number of drills required by state statute with varying scenario conditions.

Possible Evidence

- Documentation of varying scenario conditions (e.g. simulating a blocked exit for "fire", time of drill, etc.)
- Documented plans for scenario conditions
- Required documentation by state law

Standard 3: The school system's safety and security plan should include procedures for communicating with all internal and external stakeholders.

2.3.a The school system has identified methods of communication to reach all internal and external stakeholders.

1 The school system has not identified methods of communication to reach all internal and external stakeholders.

2 The school system has methods of communication to reach all internal and external stakeholders.

3 The school system has methods of communication to reach all internal and external stakeholders with the capability of using multiple languages.

✓ 4 The school system has methods of communication to reach all internal and external stakeholders with the capability of using multiple languages and regularly (e.g., monthly/quarterly) assesses them for functionality.

Possible Evidence

- Documentation of methods (intercoms, social media, etc.)
- Documentation of multiple language use
- Documentation of functionality checks
- Documentation of dissemination plan to inform stakeholders of methods of communication

Standard 4: The school system's safety and security plan should include the development and implementation of multi-hazard practices in compliance with local, state, and federal regulations.

| | | |
|--------------|--|--|
| 2.4.a | The school system shall have planned protocols for required drills, including, but not limited to fire, tornado, and bus evacuation drills. <ul style="list-style-type: none">• Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.• Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.• 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. | |
|--------------|--|--|

1 The school system conducts less than required drills.

✓ 2 The school system conducts the required drills.

3 The school system exceeds the minimum number of required drills and includes parents, students, and community partners in drills.

4 The school system exceeds the minimum number of required drills, and includes

parents, students, and community partners in drills.

Possible Evidence

- Documentation of required drills
- Documentation of community partner communication
- After action reports
- Participation rosters

2.4.b The school system should have planned protocols for non-required drills, including but not limited to lockdown, lockout, evacuation, shelter, and the reunification process.

1 The school system does not participate in any non-required drills.

2 The school system conducts non-required drills.

✓ 3 The school system conducts non-required drills for multiple threats and hazards and includes parents, students, and community partners in drills.

4 The school system conducts non-required drills for multiple threats and hazards, and includes parents, students, and community partners in drills.

Possible Evidence

- Documentation of drills that relate to community threats and hazards (e.g., rail system, chemical plant, prisons)
- After action reports
- Participation rosters

2.4.c The school system should conduct a performance review of the drills/practice.

1 The school system does not conduct a performance review of the drills.

✓ 2 The school system conducts a performance review of the drills.

3 The school system conducts a performance review of the drills and modifies them as needed.

4 The school system conducts a performance review of the drills and has assistance on a rotating basis from local law enforcement, fire marshal, emergency medical services, emergency management, or other local public safety officials to assess and provide feedback on drills and crisis response.

Possible Evidence

- Documentation of performance review
- Documentation of modifications
- Documentation of communication with community partners
- Documenting of after-action review and report (NIMS)
- Documentation of feedback provided by partners

Standard 5: The school system shall ensure all facilities meet state and local code requirements.

| | | |
|--------------------------|---|--|
| 2.5 | The school system shall ensure all facilities meet state and local code requirements. | |
| | 1 The school system facilities do not meet state and local code requirements. | |
| | ✓ 2 The school system facilities meet the state and local code requirements. | |
| | 3 The school system facilities exceed the state and local code requirements. | |
| | 4 The school system facilities exceed state and local code requirements and have introduced innovative practices that can serve as a model for other systems and research. | |
| Possible Evidence | | |
| | <ul style="list-style-type: none"> ● Inspection documents ○ Internal policies / procedures supporting code requirements ○ Written descriptions of innovative practices | |

Standard 6: The school system shall develop and implement multi-hazard training in compliance with local, state, and federal regulations.

| | | |
|--------------------------|---|---|
| 2.6.a | The school system shall provide training for specified employees in required areas to comply with local, state, and federal regulations. | See Footnote of Citation at end of document |
| | 1 The school system provides limited or no training in required areas to comply with local, state, and federal regulations. | |
| | 2 The school system provides training for specified employees in required areas to comply with local, state, and federal regulations. | |
| | ✓ 3 The school system exceeds required training for specified employees in compliance with local, state, and federal regulations. | |
| | 4 The school system exceeds required training for specified employees in compliance with local, state, and federal regulations and has innovative practice(s) that can serve as a model for other systems. | |
| Possible Evidence | | |

- Documentation of required training, dates, participant rosters (Blood-borne pathogens, dating violence, suicide awareness, concussion awareness, seclusion and restraint, CPR and First Aid for Pre-K, Sexual harassment, and bullying prevention)
- Internal policies / procedures supporting training requirements
- Written descriptions of innovative practices

2.6.b The school system should provide training for appropriate employees in non-required areas.

1 The school system provides limited or no training in non-required areas.

✓ 2 The school system provides training for appropriate employees in non-required areas.

3 The school system provides multiple training opportunities for appropriate employees in non-required areas.

4 The school system exceeds training opportunities and has innovative practice(s) that can serve as a model for other systems.

Possible Evidence

- Documentation of training , dates, participant rosters: (digital citizenship, event and crowd management, crisis response, sex offender identification and management, CPR and first aid for K-12, threat assessment, active shooter response, membership identification and/or student recruiters in groups such as gangs, extremism, radicalization, human sex trafficking, etc.)
- Internal policies / procedures supporting training offerings
- Written descriptions of innovative practices

2.6.c The school system should create a positive climate that encourages respect and responsibility in regards to at least the following topics; dating violence, bullying/cyberbullying, digital citizenship, and sexual harassment.

1 The school system does not have a curriculum nor processes in place to develop a positive climate of respect and responsibility in regards to dating violence, bullying/cyberbullying, digital citizenship, and sexual harassment.

✓ 2 The school system adopts a schoolwide curriculum and processes in place to develop a positive climate of respect and responsibility in regards to at least the following topics; dating violence, bullying/cyberbullying, digital citizenship, and sexual harassment.

3 The school system adopts and implements a schoolwide curriculum and processes that teach respect and responsibility to staff and students in regards to at least the following topics; dating violence, bullying/cyberbullying, digital citizenship, and sexual harassment.

4 The school system adopts, implements, and trains employees in a schoolwide curriculum and processes to teach respect and responsibility for employees and

students in regards to at least the following topics; dating violence, bullying/cyberbullying, digital citizenship, and sexual harassment.

Possible Evidence

- Documentation of curriculum use
- Protocols supporting curriculum use and implementation

RESPONSE

3.1 The school system should have a plan to coordinate actions taken to resolve an incident.

The school system has no plan for coordination among employees and/or

1 available resources to resolve an incident.

2 The school system has a plan that coordinates actions to resolve an incident.

✓ 3 The school system has a Standard Response Protocol (SRP) plan that uses pre-coordinated actions and external resources to resolve an incident and engages in an after-action debriefing to assess and modify incident response plans if needed.

4 The school system has a Standard Response Protocol (SRP) plan that uses pre-coordinated actions and external resources to resolve an incident and engages in an after-action debriefing to assess and modify incident response plans if needed. The written after-action report is shared with stakeholders.

Possible Evidence

- Documentation of debrief actions taken
- Plan and policy modifications are documented
- After action reports and their distribution lists are documented

3.2 The school system should have a plan to identify and document crisis communication procedures with the following stakeholder groups: emergency responders, employees, students, parents/guardians, media, and others as needed.

The school system has no plan for communication efforts established to inform

1 stakeholder groups.

✓ 2 The school system has a plan for communication to stakeholder groups identified and documented.

3 The school system has a plan to adhere to communication strategies created for specific incident response.

4 The school system has a plan to adhere to communication strategies created for specific incident response including a debriefing exercise to determine necessary modifications.

Possible Evidence

- Documentation of debrief actions taken
- Plan and policy modifications are documented
- After action reports and their distribution lists are documented

3.3 The school system should plan to assess and respond to each incident.

1 The school system has an inadequate or no plan to assess and respond to incidents that includes communication with stakeholder groups e.g., parents, response agencies, local officials.

✓ 2 The school system has a plan to assess and respond to incidents that includes groups identified and documented strategies for communication to stakeholders e.g., parents, response agencies, local officials.

3 The school system has a plan to assess and respond to incidents that includes documented communication strategies created for communication to stakeholders e.g., parents, response agencies, local officials) that are specific to incident response (fire, weather, intruder, etc.

4 The school system has a plan to assess and respond to incidents that includes documented communication strategies created for communication to stakeholders e.g., parents, response agencies, local officials that are specific to incident response - including a debriefing exercise to determine necessary modifications.

Possible Evidence

- Documentation of debrief actions taken
- Plan and policy modifications are documented
- After action reports and their distribution lists are documented
- Documentation of stakeholder lists
- Documentation of communication strategies specific to stakeholder groups
- Documentation of how communication strategies are modified for stakeholder groups for specific incident responses.

3.4 The school system should establish response guidance that empowers employees to initiate protective actions according to the Standard Response Protocols (SRP) used by law enforcement.

1 The school system has no SRP guidance provided to employees.

2 The school system employees receive SRP guidance to initiate protective actions.

✓ 3 The school system has SRP guidance and training to provide a knowledge base to empower staff to initiate protective actions.

4 The school system staff actively engage in the initiation and implementation of protective actions according to SRP in exercises/drills and documented real world scenarios

Possible Evidence

- Response behaviors observed during drills
- Documentation of debriefing actions taken

3.5 The school system should establish Standard Response Protocol (SRP) procedures to monitor school safety and security protocols for before- and after-school activities, including other facility users.

The school system has no procedures in place to monitor school safety and security protocols for before- and after-school activities.

The school system has procedures in place to monitor school safety and security protocols for before- and after-school activities.

✓ 3 The school system has SRP procedures in place that are practiced to monitor school safety and security protocols for before- and after-school activities.

4 The school system has SRP procedures in place that are coordinated with community resources and are practiced to monitor school safety and security protocols for before- and after-school activities.

Possible Evidence

- Documented procedures
- Documentation of the practices
- Documented communication with community resources

3.6 The school system should designate multiple evacuation assembly locations for each building.

1 The school system has no assembly locations identified.

2 The school system has identified multiple adjacent assembly locations.

✓ 3 The school system has identified multiple adjacent assembly and alternative off-site locations.

4 The school system has identified multiple adjacent assembly locations and alternative off-site locations identified with transportation plans.

Possible Evidence

- Documented arrangements with adjacent and off-site locations (memorandums of understanding or similar agreements in place if needed)
- Maps exist that show transportation routes
- Documented communication with first responders
- Posting or education documents with evacuation assembly points identified that are available to school personnel
- Documentation of parental notice of assembly sites and procedures

3.7 The school system should establish Standard Response Protocol (SRP) procedures for assisting individuals with functional (special) needs (students and staff).

The school system has no established procedures in place to assist individuals
1 with functional (special) needs.

✓ **2** The school system has limited procedures in place to assist individuals with functional (special) needs.

3 The school system has SRP procedures in place in multiple locations, varying situations, and practices them during drills to assist individuals with functional (special) needs.

4 The school system has SRP procedures in place in varying situations and multiple locations to assist individuals with functional (special) needs. These procedures are practiced in coordination with community resources/agencies.

Possible Evidence

- Documented procedures
 - Documentation of the practices
 - Documented communication with community resources
 - Documentation of how functional (special) needs are met in emergency response and how that is communicated to staff

3.8 The school system should establish Standard Response Protocol (SRP) procedures to monitor school safety and security protocols for off-campus school sponsored events.

The school system has no procedures in place to monitor school safety and
1 security protocols for off-campus school sponsored events.

✓ **2** The school system has procedures in place to monitor school safety and security protocols for off-campus school sponsored events.

3 The school system has SRP procedures in place and practiced to monitor school safety and security protocols for off-campus school sponsored events.

4 The school system has SRP procedures in place and practiced to monitor school safety and security protocols for off-campus school sponsored events with coordination of community resources.

Possible Evidence

- Documented procedures
- Documentation of the practices
- Documented communication with community resources

3.9

The school system has a plan for public communication to gather, verify, coordinate, and disseminate information during an incident.

1 The school system has no internal or external communication plan.

The school system has an internal and external communication plan in place that
2 designates a spokesperson.

✓ 3 The school system has an internal and external communication plan in place that designates a spokesperson and alternate spokespersons.

The school system has an internal and external communication plan and process in place that designates a spokesperson and alternative spokespersons. The
4 school system has participated in a scenario-based practice or real world scenario testing plan for public communication during an incident.

Possible Evidence

- Documentation of designated spokesperson(s)
- Policy and procedures in place to support development of an incident specific communication plan during an incident (Policy includes coordination with incident management, local response entities, local officials; specific communication strategies to ensure staff, parents and families receive priority information, children receive age appropriate information and the general public receives factual information)
 - Documented training (agenda/roster) for designated spokespersons on the communication plan, risk communication strategies, joint information center participation and other best practices.
 - Documented performance reviews are performed following communication exercises or real world scenarios

3.10

The school system should recognize and employ an incident command procedure.

1 The school system has no incident command procedure in place.

2 The school system has an incident command procedure in place.

The school system has an incident command procedure in place and has worked
3 with emergency personnel to develop common language and procedures.

✓ 4 The school system has an incident command procedure in place, has worked with emergency personnel to develop common language and procedures, and has practiced in conjunction with community partners.

Possible Evidence

- Documented policy/procedures supporting incident command procedures
- Documentation of training for personnel expected to participate in incident command
- Documented communication with community partners regarding incident command policy

- After action reports for exercises/drills/real world scenarios when incident command was implemented
-

3.11 The school system should have a plan to manage the scene following an incident or potential crime.

1 The school system has no plan in place for managing the scene following an incident or potential crime.

✓ **2** The school system has a plan in place for managing the scene following an incident or potential crime.

3 The school system has a plan in place for managing the scene following an incident/potential crime implemented or practiced in conjunction with stakeholders and community partners

Possible Evidence

- Documented policy/procedures supporting scene management
- After action reports for exercises/drills/real world scenarios when scene management was implemented

3.12 The school system should regularly (e.g., monthly/quarterly) monitor, document, reassess, and adjust its plan as necessary.

1 The school system does not monitor, document, reassess and adjust its plan.

✓ **2** The school system monitors, documents, reassesses and adjusts its plan as necessary.

3 The school system regularly (e.g., monthly/quarterly) monitors, documents, reassesses its plan adjusting language, procedures and/or responses as necessary.

4 The school system regularly (e.g., monthly/quarterly) monitors, documents, reassesses its plan adjusting language, procedures and/or responses as necessary and actively involves parents, students, and community partners in this process.

Possible Evidence

- Policy/procedure supporting plan monitoring and modification.
- Documented procedure and policy modifications
- List of stakeholders/partners/staff involved in monitoring/modification process

RECOVERY

4.1 The school system should create and implement policies supporting contingency and communication plans to address academic, physical, and operational recovery for continuity of school operations after an incident.

- 1 The school system has inadequate or no policy supporting contingency and communication plans to address recovery efforts following an incident.
- 2 ✓ The school system has a policy supporting contingency and communication plans to address recovery efforts following an incident.
- 3 The school system has a policy supporting contingency and communication plans to address recovery efforts following an incident that include procedures supporting academic, physical, operational and psychological/emotional aspects of recovery.
- 4 The school system has a policy supporting contingency and communication plans to address recovery efforts following an incident that include procedures supporting academic, physical, operational and psychological/emotional aspects of recovery and practices them regularly (e.g., monthly/quarterly).

Possible Evidence

- Documented policies and plans that support recovery procedures of an incident
- Documented communication plan with a specific recovery focus for parents, staff, stakeholders and community partners
- After action reports for exercises/drills/real world scenarios when recovery protocols were implemented

4.2 The school system should create and implement policies supporting contingency and communication plans to address the psychological and emotional health needs of students and staff after an incident.

- 1 ✓ The school system no policy supporting contingency and communication plans to address psychological and emotional health needs of students and employees after an incident.
- 2 The school system has a policy supporting contingency and communication plans to address psychological and emotional health needs of students and employees after an incident.

Possible Evidence

- Documented policies and plans to address psychological and emotional health needs in an incident
- After action reports for exercises/drills/real world scenarios when plans or protocols were implemented to address psychological and emotional health of students and staff after an incident
- Documented communication plan for parents, staff, stakeholders and community partners with a specific focus on addressing psychological and emotional health of

4.3 The school system should create and implement policies supporting contingency and communication plans to address resource requests and management of the incident, considering academic, physical, operational, psychological, and emotional recovery areas.

✓ **1** The school system has no policy supporting contingency and communication plans to address resource requests and management related to an incident.

2 The school system has a policy supporting contingency and communication plans to address resource requests and management related to an incident.

3 The school system has a policy supporting contingency and communication plans to address resource requests and management related to an incident that include procedures supporting academic, physical, operational and psychological/emotional aspects of the incident.

4 The school system has a policy supporting contingency and communication plans to address resource requests and management related to an incident that include procedures supporting academic, physical, operational and psychological/emotional aspects of the incident and practices them regularly (e.g., monthly/quarterly).

Possible Evidence

- Documented policies and plans that support resource requests and incident management protocols
- Documented communication plan to support resource requests and incident management protocols
- After action reports for exercises/drills/real world scenarios when resource requests and incident management protocols were implemented

4.4 The school system should establish mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas.

1 The school system has no established mutual aid agreements.

✓ **2** The school system has established mutual aid agreements where possible.

3 The school system has established mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas.

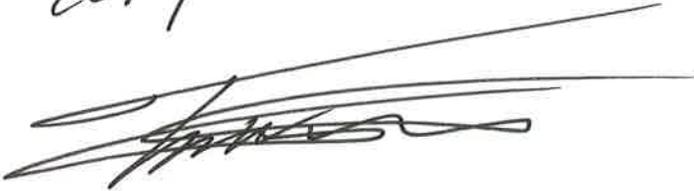
Possible Evidence

- Documentation of mutual aid agreements

Footnote 1 (Citation 2.6.a):

Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 10, Rule 10 Accreditation of Schools, 011.01b, c, d, e, f, g (Seclusion and Restraints, Bullying, Dating Violence); 79-2,137 (Bullying); 79-2,138 to 79-2,142 (Dating Violence); 79-2,146 (Suicide Awareness, 2015-2016); Criminal Code Sec. 28-318 (Sexual Harassment); Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 11, Rule 11 Accreditation of Schools, 004.11g (Pre-K CPR and First Aid)

Completed 8-13-2021

A handwritten signature in black ink, consisting of several overlapping, stylized strokes.

POLICY NO. 1200 – ANTI-DISCRIMINATION

A. Elimination of Discrimination.

The policy of Bayard Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Bayard Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Bayard Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. Preventing Harassment and Discrimination of Employees and Students.

1. **Purpose:** Bayard Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Bayard Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an

intimidating work, instructional or educational environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Bayard Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.

Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.

Neb. Rev. Stat. Sec. 79-2,115, et seq

Adopted:

Reviewed:

Revised:

POLICY NO. 4003A – NOTICE OF NONDISCRIMINATION

Notice of Nondiscrimination

The Bayard Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.

Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Adopted:

POLICY NO. 4003B – COMPLAINT FORM – DISCRIMINATION, HARASSMENT OR RETALIATION

Complaint Form Discrimination, Harassment or Retaliation

The Bayard Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.

Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325

Name: _____

Date: _____

(1) Description of the complaint: _____

_____.

(2) Names of any witnesses to the matter being complained about: _____

_____.

(3) Identify and attach any document supporting the complaint: _____

_____.

(4) Confidentiality: I ___ do___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

_____.

(5) Relief requested (what I want done in response to this complaint):

_____.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

Received by: _____ Date: _____

Adopted:

POLICY NO. 5401 – ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

A. Elimination of Discrimination.

The Bayard Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Bayard Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.

Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.

1. Purpose:

The Bayard Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s)

of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the

Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

5. Training:

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure

discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption:

POLICY NO. 5401A – COMPLAINT FORM – DISCRIMINATION, HARASSMENT OR RETALIATION

Complaint Form Discrimination, Harassment or Retaliation

The Bayard Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.

Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325

Name: _____

Date: _____

(1) Description of the complaint: _____

_____.

(2) Names of any witnesses to the matter being complained about: _____

_____.

(3) Identify and attach any document supporting the complaint: _____
_____.

(4) Confidentiality: I ___ do___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

_____.

(5) Relief requested (what I want done in response to this complaint):

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

Received by: _____ Date: _____

Adopted:

POLICY NO. 6111 – CLASSROOM ENVIRONMENT

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Staff members may not hang posters, flags, banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruption to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classroom should consult with their building principal in a proactive manner.

Adopted:

POLICY NO. 6212 - ASSESSMENTS – ACADEMIC CONTENT STANDARDS

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

English Language Arts standards that were adopted by the State Board in September, 2014;

Mathematics standards that were approved by the State Board in September, 2015;

Science standards that were adopted by the State Board in ~~November, 2010~~ September, 2017; and

Social Studies standards that were adopted by the State Board in ~~December, 2012~~ November, 2019.

~~Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.~~

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. §§ 79-760 to 79-760.05

Adopted: 6-14-10

Revised: 7-11-11, 8-10-15, 11-14-16

POLICY NO. 8474 – MISSION STATEMENT AND VISION STATEMENTS

MISSION STATEMENT

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

VISION STATEMENT

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

~~BAYARD PUBLIC SCHOOLS~~

~~BAYARD, NEBRASKA~~

~~—— The mission of the Bayard Public Schools is to empower the students to prepare for a successful and productive future by stimulating interests, promoting positive accomplishments, and developing a solid educational foundation in order that they may function socially, economically, and politically in a global society.~~

Adopted: 1-11-93

Adopted: 1-11-93

Reviewed: 8-9-10, 4-10-17

POLICY NO. 9006 – STUDENT BOARD REPRESENTATIVE

I. PURPOSE

The Bayard Board of Education believes that the views, insights, and suggestions of a student board representative on the Board of Education can provide great value in the decision making process regarding educational policies and programs that affect all students. The purpose of this participation is to help the Board of Education gain greater insight into student activities, programs, and needs; to encourage student involvement in school district governance activities; to provide greater awareness and understanding of mutual issues among students, school staff, and community; to provide for the active involvement of students in their education; and to foster inquiry so students may freely express their views and listen to and evaluate the opinions of others. The purpose of this policy is to define the selection and term of office and the rights and responsibilities of the student board representative on the Board of Education.

II. SELECTION AND TERM OF OFFICE

1. Student representation to the Board of Education is open to all students in grades 9-12 at Bayard Public Schools who are in proper academic standing equivalent to participation in athletics or other student activities and maintain proper academic standing throughout their term of office.
2. The term of office will be one semester. The first semester will start in September and end in December. The second semester will start in January and end in April.
3. Students must complete the Google form application in full by May 15th ~~August 31st~~ to be considered. The Bayard Board of Education will review the applications and select one student board representative for the first semester to be sworn in at the September Board of Education meeting, and one student representative for the second semester to be sworn in at the January Board of Education meeting. If no student applications are received by the deadline, then the Board of Education will work with the Secondary Principal to appoint a student representative for each semester.
4. The student board representative serves at the discretion of the Bayard Board of Education. The Board of Education may remove a student board representative for failure to fulfill his or her duties, for failure to maintain academic standards, or for behaviors that the Board determines unacceptable as a student board representative.

III. RIGHTS AND RESPONSIBILITIES

1. Following the student board representative's selection, they will attend an orientation session with the Superintendent and the Board of Education President. This session will be held prior to the student board representative's first Board of Education meeting.
2. The student board representative will attend and sit on all regular meetings of the Board of Education during their semester term and can be appointed to Board committees at the discretion of the Board of Education President.
3. The student board representative will dress and act appropriately while serving on the Board of Education in a manner consistent with the Board Member Code of Ethics, and follow all the rules, policies, and regulations that the Board of Education follows.
4. The student board representative will not have the right to make or second motions or vote on agenda items before the Board.
5. The student board representative will not be permitted to participate in Board of Education meetings from which the general public is excluded to include: executive/closed sessions, negotiations sessions, or personnel portions of the regular meetings of the Board of Education.
6. The student board representative will receive all regular meeting agendas, minutes, and other pertinent information, excluding any confidential materials.
7. The student board representative will communicate with fellow students to obtain input and keep students informed on pertinent issues before the Board of Education in a manner approved by the Secondary Principal.
8. The student board representative will work to represent opinions of all students and not solely their own personal opinions.
9. The student board representative will be required to submit a monthly report to the Board of Education regarding student activities and other pertinent student information.
10. The student board representative will be required to develop an initiative for the betterment of the school district to be approved by the Secondary Principal prior to being presented to the Board of Education for consideration.

11. The student board representative will be required to submit a written summary of their experience on the Board of Education at the completion of their semester term.

Adopted: 9-14-20

Reviewed:

Revised:

POLICY NO.2111 - PRINCIPAL QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board shall employ building principals in addition to the superintendent, to assist in the daily operations of the school district.

The board shall consider applicants who meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the position. In employing a principal the board shall consider the qualifications, credentials, and records of the applicants without regard to race, color, religion, sex, national origin, age or disability. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a principal, the board shall also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for filling a principal position based on the requirement stated in this policy. The board shall act only on the superintendent's recommendation.

The board may contract for assistance in the search for principals.

~~—The elementary and secondary principals shall be appointed or not appointed in December of each year at the regular board meeting.~~

Adopted: 8-17-76

Revised: 3-8-10

Reviewed: 10-12-20, 7-12-21

POLICY NO. 4003 - ANTI-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-RETALIATION

A. Elimination of Discrimination.

The [Name] Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The [Name] Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.

Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.

1. Purpose:

The [Name] Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere

with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect

or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

5. Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.

- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.

Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.

Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

~~A. Elimination of Discrimination~~

~~—The Bayard Public School district hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assurance compliance with such laws against any prohibited form of discrimination.~~

~~—The Bayard Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquires regarding the non-discrimination policies:~~

~~—Students: Secondary Principal, 726 4th Avenue, Bayard, NE 69334 (308) 586-1700.~~

~~—Employees and Others: Superintendent, 726 4th Avenue, Bayard, NE 69334 (308) 586-1325~~

~~—Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice) , or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.~~

~~B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and~~

~~—Others.~~

~~—1. Purpose:~~

~~—The Bayard Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.~~

~~—Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:~~

- ~~a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or~~
- ~~— b. Requiring an individual to endure the offensive conduct as a condition of continued~~
~~— employment or educational programs or activities, including the receipt of aids,~~
~~— benefits, and services.~~

~~— Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.~~

~~— Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:~~

- ~~— a. Name calling,~~
- ~~— b. Teasing or taunting,~~
- ~~— c. Insults, slurs, or derogatory names or remarks,~~
- ~~— d. Demeaning jokes,~~
- ~~— e. Inappropriate gestures,~~
- ~~— f. Graffiti or inappropriate written or electronic material,~~
- ~~— g. Visual displays, such as cartoons, posters, or electronic images,~~
- ~~— h. Threats or intimidating or hostile conduct,~~
- ~~— i. Physical acts of aggression, assault, or violence, or~~
- ~~— j. Criminal offenses~~

~~— The following examples are additional or more specific examples of conduct that may constitute sexual harassment:~~

- ~~— a. Unwelcome sexual advances or propositions,~~
- ~~— b. Requests or pressure for sexual favors,~~
- ~~— c. Comments about an individual's body, sexual activity, or sexual attractiveness,~~
- ~~— d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,~~
- ~~— e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,~~
- ~~— f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or~~
- ~~— g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex stereotyping, but not involving conduct of a sexual nature.~~

~~— If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District~~

determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate.

If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

~~— All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).~~

~~— 2. **Anti-Retaliation:**~~

~~— The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.~~

~~— The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.~~

~~— 3. **Grievance (or Complaint) Procedures:**~~

~~— Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).~~

~~— Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.~~

~~— District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing~~

~~a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.~~

~~Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.~~

~~**(i). Level I (Investigation and Findings):**~~

~~Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.~~

~~The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.~~

~~The District will complete its investigation ***within ten (10) working days*** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended time frame to complete the investigation will ***not exceed ten (10) additional working days without the consent of the complainant***. Periodic status updates will be given to the parties, if necessary.~~

~~The District's investigation will include, but is not limited to:~~

- ~~a. Providing the parties with the opportunity to present witnesses and provide evidence.~~
- ~~b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.~~
- ~~c. For allegations involving harassment, some of the factors the District will consider~~

_____ include:

- _____ 1) the nature of the conduct and whether the conduct was unwelcome,
 - _____ 2) the surrounding circumstances, expectations, and relationships,
 - _____ 3) the degree to which the conduct affected one or more students' education,
 - _____ 4) the type, frequency, and duration of the conduct,
 - _____ 5) the identity of an relationship between the alleged harasser and the suspect or suspects of harassment,
 - _____ 6) the number of individuals involved,
 - _____ 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment,
 - _____ 8) the location of the incidents and the context in which they occurred,
 - _____ 9) the totality of the circumstances, and
 - _____ 10) other relevant evidence.
- _____ d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, it is more likely than not that discrimination, harassment, or retaliation occurred?)

_____ The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- _____ a. A summary of the facts,
- _____ b. An analysis of the appropriate legal standards applied to the specific facts,
- _____ c. findings regarding whether discrimination occurred, and
- _____ d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassments and retaliation, prevent its recurrence, and remedy its effects, if applicable.

_____ If someone other than the designated compliance coordinator conducted the investigation the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

_____ The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint **within ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C§11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon as a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly was discriminated) when the sanction directly relates to

the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii Level 2 (Appeal the Superintendent):

— If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board].

iii Level 3 (Appeal to the Board):

— If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

— If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in the employee's work area prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

— The District will minimize any burden on the alleged victim and when taking interim measure. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperation with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

— If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies

will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes does not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinator and other employees who are involved in addressing, investigating or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and

equitably to reports of discrimination, harassment (including violence) and retaliation.

f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.

g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not to be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under

FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

~~6.~~

Training:

~~The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to the appropriate District officials or employees. This training will include, at minimum, the following areas:~~

- ~~a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment, (including acts of violence because of a person's sex or other protected characteristics), and retaliation.~~
- ~~b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.~~
- ~~c. Identification of the District's designated compliance coordinators and their job responsibilities.~~
- ~~d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.~~
- ~~e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.~~
- ~~f. Potential remedies, including immediate, interim remedies, to eliminate the the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.~~
- ~~g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.~~

~~— In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.~~

~~— **7. Designated Compliance Coordinators:**~~

~~— Designated compliance coordinators will be responsible for:~~

- ~~— a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.~~
- ~~— b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.~~
- ~~— c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).~~
- ~~— d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.~~
- ~~— e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.~~
- ~~— f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.~~
- ~~— g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.~~
- ~~— h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.~~
- ~~— i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.~~
- ~~— j. Recommending changes to this policy and grievance procedure.~~

~~———— k. ——— Performing other duties as assigned.~~

~~———— The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.~~

~~———— **8. Preventive Measures:**~~

~~———— The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate and employ an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas~~

~~(B.6.a-g) identified in the Training section, above.~~

~~———— The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school night, if recent incidents or allegations warrant additional education to the school community.~~

Adopted: 7-11-11

Johnson Controls planned service proposal

Prepared for BAYARD ELEMENTARY SCHOOL

Customer
BAYARD ELEMENTARY SCHOOL

Local Johnson Controls Office
5125 CARROLL COURT SUITE 400
EVANSVILLE, WY 82636

Agreement Start Date:
01/01/2022

Proposal Date
07/29/2021

Estimate No:
1-1CKA6EFY



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for BAYARD ELEMENTARY SCHOOL

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2022 and ending 12/31/2022.
- The agreement price for one year is \$24,745.00.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

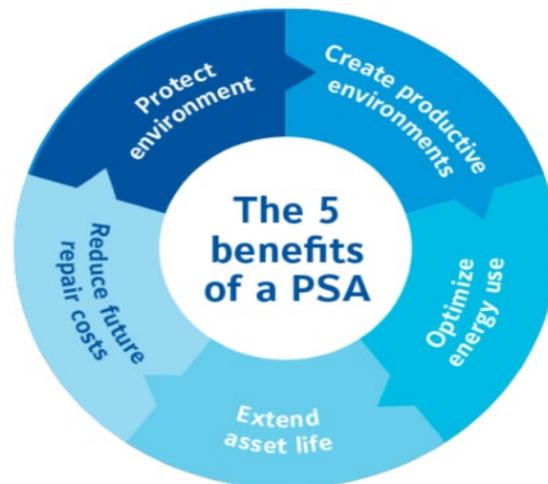
Mitchell Wood
Service Manager
(866) 825-8861

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Startup (Air Cooled)

Proper start-up procedures after an extended shutdown ensure reliable and efficient operation during the cooling season. Johnson Controls technicians will evaluate chiller sub-systems for proper operation and perform operational checks, such as water flow, to ensure optimal performance.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : BAYARD ELEMENTARY SCHOOL
Address: E 8TH ST BAYARD,NE 69334-0000
Proposal Date: 07/29/2021
Estimate #: 1-1CKA6EFY

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2022 and will continue until 12/31/2022 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$24,745.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

BAYARD PUBLIC SCHOOLS
 P O BOX 607
 BAYARD,NE 69334

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Mitchell Wood

By: _____

Signature: _____

Signature: _____

Title: Service Manager **Date:** _____

Title: _____ **Date:** _____

Signature: _____

Customer PO#: _____

Title: _____ **Date:** _____

JCI Branch: JOHNSON CONTROLS CHEYENNE FT. COLLINS CB - 0N49
 Address: 5125 CARROLL COURT SUITE 400
 EVANSVILLE, WY 82636
 Branch Phone: (866) 300-0522
 Branch Email: _____

Schedule A - Equipment List

| | |
|---|--|
| BAYARD JUNIOR AND SENIOR HIGH SCHOOL | 726 4TH AVE BAYARD, NE 69334-2065 |
|---|--|

Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

| | | | |
|----------------------------|----------------------------|--|------------------------|
| Quantity: 6 | Services Provided | | |
| Coverage Level: Basic | 1 | Condenser Coil Cleaning | |
| | 2 | Operational (Mid Season - Cooling/Heating with Economizer) | |
| | 1 | Gas Heating Comprehensive (with Economizer) | |
| | 1 | Cooling Comprehensive (with Economizer) | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| RTU Band | McQuay International | CUR085FN21 | 5 VJ84078-01 |
| Commons Area | | | |
| RTU - AAON 1 - South | Aaon Coil Products | RN-016-3-0-BA02 | 200904-ANGM05327 |
| RTU - AAON 2 - North | McQuay International | CUR085FN1 | 5VJ84079-03 |
| Woodshop Classroom McQuay | McQuay International | CUR085FN21 | 5VJ 84079-03 |
| Woodshop Work Area | | | |

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

| | | | |
|----------------------------|----------------------------|--|------------------------|
| Quantity: 1 | Services Provided | | |
| Coverage Level: Basic | 1 | Condenser Coil Cleaning | |
| | 2 | Operational (Mid Season - Cooling/Heating with Economizer) | |
| | 1 | Gas Heating Comprehensive (with Economizer) | |
| | 1 | Cooling Comprehensive (with Economizer) | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| Auditorium - McQuay Unit | | | |

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

| | | | |
|--|----------------------------|--|------------------------|
| Quantity: 10 | Services Provided | | |
| Coverage Level: Basic | 1 | Condenser Coil Cleaning | |
| | 2 | Operational (Mid Season - Cooling/Heating with Economizer) | |
| | 1 | Gas Heating Comprehensive (with Economizer) | |
| | 1 | Cooling Comprehensive (with Economizer) | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| Choir Classroom | Snyder General | | 0973077090 |
| Concession Area | | | |
| Old Locker Room - Boys | | | |
| Old Locker Room - Girls | Trane | YSC036AIRHAOP00 | 2321016581 |
| RTU - AAON 3 - 100% Freshair Classroom | | RM-006-3-0-EA09-539 | 200904-AMGF48059 |
| RTU - AAON 4 - North | | | |

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

| | |
|---|--|
| BAYARD JUNIOR AND SENIOR HIGH SCHOOL | 726 4TH AVE BAYARD, NE 69334-2065 |
|---|--|

| | | | |
|---------------------------------|----------------------|-----------------|------------|
| RTU - AAON 5 - South | | | |
| RTU - AAON 6 - New Locker Rooms | | | |
| Weight Room Hallway | Rheem | RKNL-B120DL22E | F481400847 |
| Welding Shop Classroom | McQuay International | PGDB048F1DOIN2X | R89239C042 |

Product: Pneumatic, Logic Network Time Ctrl

| | |
|-----------------------|--------------------------|
| Quantity: 1 | Services Provided |
| Coverage Level: Basic | 2 Operational |

| | | | |
|--------------------------|---------------------|----------------|-----------------|
| Customer Tag | Manufacturer | Model # | Serial # |
| ELECTRIC PANEL MECH ROOM | | | |

Product: Chiller, Air Cooled, Reciprocating, 40-99 Tons

| | |
|-----------------------|---------------------------|
| Quantity: 1 | Services Provided |
| Coverage Level: Basic | 3 Operational |
| | 1 Comprehensive |
| | 1 Seasonal Start-up |
| | 1 Condenser Coil Cleaning |

| | | | |
|---------------------|---------------------|----------------|-----------------|
| Customer Tag | Manufacturer | Model # | Serial # |
| Mcquay 60T chiller | | | |

Product: Boiler, Gas-Fired, Water Tube, 151-300 HP

| | |
|-----------------------|--------------------------|
| Quantity: 1 | Services Provided |
| Coverage Level: Basic | 3 Operational |
| | 1 Combustion Analysis |
| | 1 Comprehensive |

| | | | |
|---------------------|---------------------|----------------|-----------------|
| Customer Tag | Manufacturer | Model # | Serial # |
| Mech room boiler | | | |

Product: Pump, Circulating, 0-10 HP

| | |
|-----------------------|--------------------------|
| Quantity: 4 | Services Provided |
| Coverage Level: Basic | 3 Operational |
| | 1 Comprehensive |

| | | | |
|-----------------------|---------------------|----------------|-----------------|
| Customer Tag | Manufacturer | Model # | Serial # |
| PUMP-SML Circ Boiler | | | |
| PUMP-SML Circ Chiller | | | |
| PUMP-SML System 1 | | | |
| PUMP-SML System 2 | | | |

| | |
|---|--|
| BAYARD JUNIOR AND SENIOR HIGH SCHOOL | 726 4TH AVE BAYARD, NE 69334-2065 |
|---|--|

Product: Terminal Product, Unit Ventilator, 500-1000 CFM

Quantity: 29

Coverage Level: Basic

Services Provided

3 Operational
 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Unit Vents 001
 Unit Vents 002
 Unit Vents 003
 Unit Vents 004
 Unit Vents 005
 Unit Vents 006
 Unit Vents 007
 Unit Vents 008
 Unit Vents 009
 Unit Vents 010
 Unit Vents 011
 Unit Vents 012
 Unit Vents 013
 Unit Vents 014
 Unit Vents 015
 Unit Vents 016
 Unit Vents 017
 Unit Vents 018
 Unit Vents 019
 Unit Vents 020
 Unit Vents 021
 Unit Vents 022
 Unit Vents 023
 Unit Vents 024
 Unit Vents 025
 Unit Vents 026
 Unit Vents 027
 Unit Vents GYM FREE STANDING 01
 Unit Vents GYM FREE STANDING 02

SCBBTEWY15151 6VL10037-00

Product: Computer Room Unit, with Remote Condenser, 5-12.5 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

3 Operational
 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

small split - computer room

| | |
|---------------------------------|---|
| BAYARD ELEMENTARY SCHOOL | E 8TH ST BAYARD, NE 69334-0000 |
|---------------------------------|---|

| | | | |
|---|----------------------------|--------------------------|------------------------|
| Product: Boiler, Gas-Fired, Fire Tube, <50 HP | | | |
| Quantity: 1 | | Services Provided | |
| Coverage Level: Basic | | 3 | Operational |
| | | 1 | Comprehensive |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| Boiler 1 | | CL-90W-FDG | 62408 |

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

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

| | | | |
|--|----------------------------|--------------------------|------------------------|
| Product: Pneumatic, Receiver Controller | | | |
| Quantity: 6 | | Services Provided | |
| Coverage Level: Basic | | 2 | Operational |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| Classroom Mixed Air #01 | | | |
| Classroom Mixed Air #02 | | | |
| Classroom Mixed Air #03 | | | |
| Classroom Mixed Air #04 | | | |
| Classroom Mixed Air #05 | | | |
| Classroom Mixed Air #06 | | | |

| | |
|--|--------------------------|
| Product: Pneumatic, Room Thermostat | |
| Quantity: 13 | Services Provided |

| | |
|---------------------------------|---|
| BAYARD ELEMENTARY SCHOOL | E 8TH ST BAYARD, NE 69334-0000 |
|---------------------------------|---|

Coverage Level: Basic 2 Operational

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---------------------|---------------------|----------------|-----------------|
| Classroom tstat #01 | | | |
| Classroom tstat #02 | | | |
| Classroom tstat #03 | | | |
| Classroom tstat #04 | | | |
| Classroom tstat #05 | | | |
| Classroom tstat #06 | | | |
| Classroom tstat #07 | | | |
| Classroom tstat #08 | | | |
| Classroom tstat #09 | | | |
| Classroom tstat #10 | | | |
| Classroom tstat #11 | | | |
| Classroom tstat #12 | | | |
| Classroom tstat #13 | | | |

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

Quantity: 13
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---------------------|---------------------|----------------|-----------------|
| Fan Coil Unit #01 | | | |
| Fan Coil Unit #02 | | | |
| Fan Coil Unit #03 | | | |
| Fan Coil Unit #04 | | | |
| Fan Coil Unit #05 | | | |
| Fan Coil Unit #06 | | | |
| Fan Coil Unit #07 | | | |
| Fan Coil Unit #08 | | | |
| Fan Coil Unit #09 | | | |
| Fan Coil Unit #10 | | | |
| Fan Coil Unit #11 | | | |
| Fan Coil Unit #12 | | | |
| Fan Coil Unit #13 | | | |

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

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---------------------|---------------------|----------------|-----------------|
| GYM AHU | | | |

Product: Split System, Cooling Only, <7.5 Tons

Quantity: 5
 Coverage Level: Basic

Services Provided
 1 Condenser Coil Cleaning
 3 Operational (Mid Season - Cooling)

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

| | |
|---------------------------------|---|
| BAYARD ELEMENTARY SCHOOL | E 8TH ST BAYARD, NE 69334-0000 |
|---------------------------------|---|

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---|---------------------|----------------|-----------------|
| Kitchen SPLIT Gym 1 SouthEast SPLIT Gym 2 NorthWest SPLIT Gym 3 NorthEast SPLIT Gym 4 Southwest | Bryant | 561CP060-H | 2802E04871 |
| | Bryant | | 2802E04937 |

Product: Pump, Circulating, 0-10 HP

Quantity: 2

Coverage Level: Basic

Services Provided

3 Operational
 1 Comprehensive

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|--------------------------------------|---------------------|----------------|-----------------|
| PUMP- Fan Coil Units PUMP-Gym AHU | | | |

Product: Refrigeration, Refrigerator Walk-in

Quantity: 1

Coverage Level: Basic

Services Provided

4 Operational

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---------------------|---------------------|----------------|-----------------|
| Walk-In Cooler | | | |

Product: Refrigeration, Freezer Walk-in

Quantity: 1

Coverage Level: Basic

Services Provided

4 Operational

| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
|---------------------|---------------------|----------------|-----------------|
| Walk-In Freezer | Copeland | | 2410086 |

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

Equipment tasking

Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters
- Check for proper oil level in compressor
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

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

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Visually inspect damper(s)
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check for unusual noise and vibration
- Check for deterioration of gaskets and seals
- Check overall condition of unit

- Visually inspect for fluid leaks of coils and connecting piping
- Check starter/contactors
- Check and tighten electrical connections
- Check damper operation and lubricate as required
- Visually check control valve(s)
- Lubricate blower and motor bearings
- Clean condensate pan and clear drain line
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect motor mounting isolators
- Check for integrity of cabinet hardware
- Visually inspect damper(s)
- Verify damper operation
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly

- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Water Tube, 151-300 HP

| | |
|---------------------|--|
| Combustion Analysis | <ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesPerform combustion analysis proceduresDocument tasks performed during visit and report any observations to appropriate customer representative |
| Operational | <ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesBlow down boilerCheck for proper operation of low and high gas pressure cut-out switchesCheck factory supplied gas piping and components for leakageCheck burner for proper sequence of operationCheck flame qualityVisually inspect combustion chamber, draft diverter and flue for accumulation of sootCheck boiler relief valves for leakageVerify proper operation of low water cut-out controlCheck combustion blower motor operationCheck hot water/steam temperature and pressureCheck proper operation of make-up water valvCheck overall condition of unitDocument tasks performed during visit and report any observations to appropriate customer representative |
| Comprehensive | <ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesInspect burner contactors for wearCheck and tighten electrical connectionsCheck for proper gas supply pressureCheck and clean pilot assemblyClean combustion fan wheelVisually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as neededCheck burner for proper sequence of operationCheck operating controls |

- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Reciprocating, 40-99 Tons

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper chilled water flow
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check for proper capacity control operation
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative to coordinate the startup of the system
- Remove shutdown tag from unit
- Verify the chilled water valves are in their proper operating position
- Check for proper chilled water flow
- Start the chiller
- Review control panel for proper operation and recorded fault histories
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check for proper capacity control operation
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check overall condition of unit
- Check for proper condenser fan operation
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Computer Room Unit, with Remote Condenser, 5-12.5 Tons

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper humidifier operation
- Check humidifier pan for signs of debris
- Check water make-up valve for leaks
- Check blower motor operation
- Check condition of pulley and belts
- Check condenser fan motors and blades
- Check the dry cooler or condenser coil for debris
- Visually check for glycol leaks (if applicable)
- Check condition of evaporator coil
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical components for signs of over heating
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for proper humidifier operation
- Check humidifier pan for signs of debris
- Clean humidifier pan (if applicable)
- Replace humidifier canister or quartz bulbs (customer provided)
- Conduct refrigerant leak check
- Lubricate blower and motor bearings
- Check and tighten electrical connections
- Check contactor(s)
- Check operating controls
- Check water make-up valve for leaks
- Check blower motor operation
- Check condition and alignment of pulley and belts
- Check condition of evaporator coil
- Check condition of dry cooler or condenser coil

- Check condition of filters
- Clean condensate pan and clear drain line
- Check operation of reheat function
- Visually check for glycol leaks (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Pneumatic, Logic Network Time Ctrl

Operational

- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Receiver Controller

Operational

- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Room Thermostat

Operational

- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check coupling
- Lubricate pump and motor bearing(s) per manufacturer's recommendation
- Record and log all operating parameters
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check pressures

Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Refrigeration, Freezer Walk-in

Operational

Check with appropriate customer representative for operational deficiencies
Check condenser
Check pressures
Inspect door(s)
Check coil(s)
Check electrical connections
Check operating temperatures
Inspect defrost systems for proper operation
Check for unusual noise and vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Refrigeration, Refrigerator Walk-in

Operational

Check with appropriate customer representative for operational deficiencies
Check condenser
Check pressures
Inspect door(s)
Check coil(s)
Check electrical connections
Check operating temperatures
Inspect defrost systems for proper operation
Check for unusual noise and vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

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

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive (with Economizer)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories (if applicable)
Check and tighten electrical connections
Check VFD operation and clean cooling fan intake (if applicable)
Check contactor(s)
Check condition of condenser coil
Check condition of evaporator coil

- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating
Comprehensive (with
Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check combustion blower motor operation
- Check igniter and pilot operation
- Check condition of heat exchanger
- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line (within cabinet)
- Check condition of pulley and belts
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season -
Cooling/Heating with
Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Check economizer operation
- Check heating operation (when applicable)
- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

| | |
|---|--|
| Condenser Coil Cleaning | All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative |
| Cooling Comprehensive (with Economizer) | All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative |
| Gas Heating Comprehensive (with Economizer) | All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation Check condition of heat exchanger Check condition of burners and clean as required in place Check for proper venting Check for leaks on gas line (within cabinet) Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative |
| Operational (Mid | All work must be performed in accordance with Johnson Controls safety policies |

Season -
 Cooling/Heating with
 Economizer)

Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories (if applicable)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Check economizer operation
 Check heating operation (when applicable)
 Check condition of pulley and belts
 Check condition of filters
 Check condensate drain
 Check for visual signs of refrigerant/oil leak(s)
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

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

Condenser Coil
 Cleaning

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive
 (with Economizer)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories (if applicable)
 Check and tighten electrical connections
 Check VFD operation and clean cooling fan intake (if applicable)
 Check contactor(s)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Lubricate blower and motor bearings
 Check economizer operation
 Lubricate and adjust economizer damper linkages
 Verify proper operation of exhaust motor (if applicable)
 Check condition and alignment of pulley and belts
 Check condition of filters
 Clean condensate pan and clear drain line
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Record and log all operating parameters
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating
 Comprehensive (with
 Economizer)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections

Check contactor(s)
 Check combustion blower motor operation
 Check igniter and pilot operation
 Check condition of heat exchanger
 Check condition of burners and clean as required in place
 Check for proper venting
 Check for leaks on gas line (within cabinet)
 Check condition of pulley and belts
 Check economizer operation
 Lubricate and adjust economizer damper linkages
 Verify proper operation of exhaust motor (if applicable)
 Check condition of filters
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling/Heating with Economizer)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories (if applicable)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Check economizer operation
 Check heating operation (when applicable)
 Check condition of pulley and belts
 Check condition of filters
 Check condensate drain
 Check for visual signs of refrigerant/oil leak(s)
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling Only, <7.5 Tons

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check condition of condenser coil
 Check condenser fan motors and blades
 Check blower motor operation
 Lubricate blower and motor bearings (if applicable)
 Check condition and alignment of pulley and belts (if applicable)

- Check condition of filters
- Clean condensate pan and clear drain line (if readily accessible)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season - Cooling Only)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check condition of condenser coil
- Check condenser fan motors and blades
- Check condensing unit electrical connections and contactor(s)
- Check blower motor operation
- Check condition of filters
- Check condition of pulley and belts (if applicable)
- Check condensate system
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

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

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures
- Check fan contactor/relay
- Check and tighten electrical connections
- Clean condensate pan and clear drain line
- Check condition of pulley and belts (if applicable)
- Visually check control valve(s)
- Lubricate blower and motor bearings (if applicable)
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check condition of pulley and belts (if applicable)
- Check condition of coils
- Check condition of filters
- Check condensate drain
- Check for unusual noise and vibration
- Check unit for proper operation
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Terminal Product, Unit Ventilator, 500-1000 CFM

| | |
|---------------|---|
| Comprehensive | <p>All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for proper fan operation Check condition of coils Check condition of filters Record temperatures Check fan contactor/relay Check and tighten electrical connections Check for proper operation of outside air dampers (if applicable) Clean condensate pan and clear drain line Check condition of pulley and belts (if applicable) Visually check control valve(s) Lubricate blower and motor bearings (if applicable) Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative</p> |
| Operational | <p>All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of pulley and belts (if applicable) Check condition of coils Check condition of filters Check condensate drain Check for proper operation of outside air dampers (if applicable) Check unit for proper operation Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative</p> |

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit

JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power

surges”) and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;

- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI’s reasonable control and without JCI’s fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI’s reasonable collection costs (including legal fees and expenses). In the event of Customer’s default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer’s warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer’s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI’s option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI’s property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer’s sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI’S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer’s and/or JCI’s recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or

Johnson Controls **Planned Service Proposal**

Prepared for BAYARD ELEMENTARY SCHOOL

others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

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

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the

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Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

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

Q. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

R. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or

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representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN

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APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

NOTICE OF AMENDED BUDGET HEARING AND AMENDED BUDGET SUMMARY

Bayard Public Schools (62-0021) in Morrill County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of August at 7:00 o'clock, P.M., in the High School Library at Bayard High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The Bond Fund Budget is being amended to refinance the bonds which will result in the district saving approximately \$29,478 over the life of the bond. This amendment will not increase property taxes for the 2020/21 year. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

| FUNDS | Actual Disbursements & Transfers | Actual/Estimated Disbursements & Transfers | Budgeted Disbursements & Transfers | Necessary Cash Reserve | Total Available Resources Before Property Taxes | Total Personal and Real Property Tax Requirement |
|---------------------------------------|----------------------------------|--|------------------------------------|------------------------|---|--|
| | 2018-2019 (1) | 2019-2020 (2) | 2020-2021 (3) | | | |
| General | \$ 6,178,659.00 | \$ 6,288,466.00 | \$ 7,283,738.00 | \$ 400,000.00 | \$ 4,651,738.00 | \$ 3,062,626.00 |
| Depreciation | \$ 109,660.00 | \$ 96,399.00 | \$ 179,045.00 | | \$ 179,045.00 | |
| Employee Benefit | \$ 33,768.00 | \$ 77,942.00 | \$ 152,621.00 | - | \$ 152,621.00 | |
| Contingency | - | - | - | | - | |
| Activities | \$ 272,529.00 | \$ 207,543.00 | \$ 678,569.00 | - | \$ 678,569.00 | |
| School Nutrition | \$ 254,046.00 | \$ 243,768.00 | \$ 349,256.00 | - | \$ 349,256.00 | |
| Bond | \$ 213,942.00 | \$ 211,630.00 | \$ 1,594,747.00 | - | \$ 1,375,879.00 | \$ 221,079.00 |
| Special Building | \$ 83,783.00 | \$ 245,301.00 | \$ 535,038.00 | | \$ 425,038.00 | \$ 111,111.00 |
| Qualified Capital Purpose Undertaking | - | - | - | - | - | - |
| Cooperative | - | - | \$ 100,000.00 | - | \$ 100,000.00 | |
| Student Fee | - | - | \$ 5,000.00 | - | \$ 5,000.00 | |
| 0 | - | - | - | - | - | |
| TOTALS | \$ 7,146,387.00 | \$ 7,371,049.00 | \$ 10,878,014.00 | \$ 400,000.00 | \$ 7,917,146.00 | \$ 3,394,816.00 |

| | Bond Purposes | Non-Bond Purposes | Total |
|---------------------------|---------------|-------------------|-----------------|
| Breakdown of Property Tax | \$ 221,079.00 | \$ 3,173,737.00 | \$ 3,394,816.00 |

NOTICE OF AMENDED BUDGET HEARING AND AMENDED BUDGET SUMMARY

Bayard Public Schools (62-0021) in Morrill County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of August at 7:00 o'clock, P.M., in the High School Library at Bayard High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The Bond Fund Budget is being amended to refinance the bonds which will result in the district saving approximately \$29,478 over the life of the bond. This amendment will not increase property taxes for the 2020/21 year. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

| FUNDS | Actual Disbursements & Transfers | Actual/Estimated Disbursements & Transfers | Budgeted Disbursements & Transfers | Necessary Cash Reserve | Total Available Resources Before Property Taxes | Total Personal and Real Property Tax Requirement |
|---------------------------------------|----------------------------------|--|------------------------------------|------------------------|---|--|
| | 2018-2019 (1) | 2019-2020 (2) | 2020-2021 (3) | | | |
| General | \$ 6,178,659.00 | \$ 6,288,466.00 | \$ 7,283,738.00 | \$ 400,000.00 | \$ 4,651,738.00 | \$ 3,062,626.00 |
| Depreciation | \$ 109,660.00 | \$ 96,399.00 | \$ 179,045.00 | | \$ 179,045.00 | |
| Employee Benefit | \$ 33,768.00 | \$ 77,942.00 | \$ 152,621.00 | - | \$ 152,621.00 | |
| Contingency | - | - | - | | - | |
| Activities | \$ 272,529.00 | \$ 207,543.00 | \$ 678,569.00 | - | \$ 678,569.00 | |
| School Nutrition | \$ 254,046.00 | \$ 243,768.00 | \$ 349,256.00 | - | \$ 349,256.00 | |
| Bond | \$ 213,942.00 | \$ 211,630.00 | \$ 1,594,747.00 | - | \$ 1,375,879.00 | \$ 221,079.00 |
| Special Building | \$ 83,783.00 | \$ 245,301.00 | \$ 535,038.00 | | \$ 425,038.00 | \$ 111,111.00 |
| Qualified Capital Purpose Undertaking | - | - | - | - | - | - |
| Cooperative | - | - | \$ 100,000.00 | - | \$ 100,000.00 | |
| Student Fee | - | - | \$ 5,000.00 | - | \$ 5,000.00 | |
| 0 | - | - | - | - | - | |
| TOTALS | \$ 7,146,387.00 | \$ 7,371,049.00 | \$ 10,878,014.00 | \$ 400,000.00 | \$ 7,917,146.00 | \$ 3,394,816.00 |

| | Bond Purposes | Non-Bond Purposes | Total |
|---------------------------|---------------|-------------------|-----------------|
| Breakdown of Property Tax | \$ 221,079.00 | \$ 3,173,737.00 | \$ 3,394,816.00 |

NEBRASKA GAME AND PARKS COMMISSION

RECREATIONAL TRAILS PROGRAM

GENERAL INFORMATION

Background

The Recreational Trails Program (RTP) provides funds to the states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. This program is through the Federal Highway Administration (FHWA) Moving Ahead for Progress in the 21st Century Act (MAP-2). The program continues to be a 30-30-40 split, where 30% of funds go to motorized projects, 30% of funds go to non-motorized projects and the remaining 40% go to diversified projects, either motorized or non-motorized.

Program Intent

The purpose of financial assistance through RTP is to provide recreational public trails and trail-related development and restoration funding to political subdivisions in Nebraska. Private organizations, individuals, and corporations may assist the grant applicants on the project through their contributions of funding, but they CANNOT be the project sponsor or the financial pass-through. RTP is specifically to provide recreation trails, so transportation connections/commuter trails will be referred to Nebraska's Transportation Enhancement program.

Federal Share and Local Share

This is an 80/20 grant, where the federal share is 80% of the total allowable cost and the local matching share is 20%. The match may be derived from one or a combination of state, local, and sometimes federal or private funds. Cash, design engineering, environmental costs, and/or forced labor of political subdivisions are allowed as part of the local matching share. Project sponsors will be required to document the costs prior to obtaining reimbursement. At a minimum, **5%** of the match must be in cash. Volunteer labor does not count as part of the local match. Grant funds will only be awarded to sponsors who have the local match on hand at the application due date so the project can be completed in a timely manner. **You must provide a letter of commitment from the Chief Financial Officer that the sponsor has the required match on hand and allocated to this project. If the cash funds will be derived from individual organizations or foundations, please provide a letter of commitment from those that these funds are on hand to donate to the project when needed by the sponsor.** Forced account labor and equipment usage must also be documented. See page 5 of this application for more information.

FHWA has changed RTP regulations to allow local political subdivisions the ability to use design engineering, environmental costs such as wetland mitigation, cultural surveys, appraisals...etc. as part of the local match. A sponsor may only use costs incurred 18 months or less out from the date of authorization from FHWA. See ranking sheet for amount of points received for local match. Those that provide a higher percent cash match greater than 20%, receive more points when being ranked by the Committee.

Reimbursement of RTP Grant Funds

RTP is a reimbursement program, which means the grant sponsor first incurs the cost for the project and then is reimbursed up to 80% of the allowable costs or whatever percentage is in the signed contract between the political subdivision and NGPC. If political entity cannot afford to incur ALL costs of the project with a reimbursement turnaround of 45-60 days, it is recommended that they do not apply for RTP funds or modify the project to what they can afford.

All project business must be coordinated through the grant sponsor and payments to vendors for project items issued through the sponsor's regular checking account. NGPC will reimburse sponsors after major items have been completed. All requests must be substantial enough to warrant the paperwork process. Indirect cost rates (see 2 CFR Part 200) are not allowed to be charged to the project. **Reimbursement will not be permitted for costs incurred PRIOR (besides approved matching elements) to the date of federal approval. Grant staff will inform grant sponsors at the appropriate time when to proceed on the various stages of the project. DO NOT PROCEED WITH ANY PLANS AND/OR CONSTRUCTION UNLESS APPROVED BY GRANT STAFF FIRST IN WRITING OR BY E-MAIL.**

Assured Access to Funds and Diversified Trail Use

Program funds must be allocated in compliance with the RTP 30%-30%-40% minimums as an assurance of access to the funds for all potential trail uses. Not less than 30% for non-motorized projects such as hiking or biking trails; not less than 30% for motorized projects such as snowmobiles, 4-wheel drive or motorcycle trails; and not less than 40% for diversified projects, including combination of motorized and/or non-motorized projects.

Project Eligibility - Permissible uses

Projects must fall under the following categories to be eligible for funding:

- Maintenance and restoration of existing trails
- Development and rehabilitation of trailside and trailhead facilities and trail linkages
- Purchase and lease of trail construction and maintenance equipment
- Construction of new trails (with restriction for new trails on Federal lands)
- Acquisition of easements or property for trails
- Assessment of trail conditions for accessibility and maintenance

Assurance that the landowner is a willing seller will be part of the required documentation if acquiring land or an easement on land and must follow federal guidelines for acquisition. Non-motorized trails must be, at minimum, eight feet wide unless the application is for connector trails that connect two or more existing trails. See policies, page 5 on minimum width of trails.

Minimum/Maximum Grant Levels

The RTP Committee has set a limit on the amount of funding a political subdivision can receive. The minimum grant requirement is \$50,000 and the maximum grant amount that can be requested is \$250,000 for projects. The minimum or maximum grant amount request can be waived for applications if requested via letter, which includes justification as to why they are requesting the waiver. The Committee will determine if the waiver request is justifiable.

Planning Requirements

Proper planning ensures that trail objectives will be met and guarantees there are adequate funds to complete the project. Seek advice from experts, consult with landscape architects, architects (if buildings are involved), engineers, your attorney, volunteers, users, NGPC staff, and others and then develop a project scope and a work plan. Experience has shown that well thought out projects will prevent problems that later could delay or possibly cause the project to be withdrawn. NGPC is willing to review applications prior to the deadline and give recommendations on how to improve the application. **NGPC must receive the application at least 4 weeks prior to the deadline for time to review and get back to the political sponsor for additions and/or corrections by the sponsor.**

Nebraska Recreational Trails Program Committee

The RTP grant requires the establishment of an advisory committee before Nebraska may allocate funds for any project. Nebraska's committee consists of members who represent both non-motorized and motorized recreational trail uses. Other advisory members include the representative from FHWA assigned to manage Nebraska's RTP projects, a representative from

The State Historical Society, and a representative from Nebraska Tourism Commission. The committee normally meets twice a year; once to rank the applications received and once to make policy and application changes.

Design, Construction, Signage, and Accessibility Criteria

Preliminary engineering costs for initial project planning proposes can and should be used as match for the project (as long as included in the cost estimate). Design and construction standards should meet the American Association of State Highway and Transportation Officials (AASHTO) trail standards as published in the Guide for the Development of Bicycle Facilities as a development guide for non-motorized trails. The guide can be purchased from: AASHTO, 444 North Capitol St, NW, Suite 225, Washington, D.C. 20001. Specific disability accessibility technical standards have been finalized for recreational trails by the U.S. Architectural and Transportation Barriers Compliance Board (the Access Board), sponsors have statutory responsibilities to provide opportunities for people with disabilities. Project elements, where possible, should be provided in accord with current standards that are contained in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) or in the Uniform Federal Access Standards (UFAS).

Signs and other traffic control devices must conform with the Manual on Uniform Traffic Control Devices (MUTCD) and Standard Highway Signs (these standards allow some smaller dimensions for signs on trails). These documents are available for purchase from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Signage for Motorized Trails will conform to the United States Forest Service's December 2005 EM 7100-15, Sign and Poster Guide for the US Forest Service (Chapters 5, 7, 9, 10, 11 & 12). Motorized trail design should follow the recommendations of "Park Guidelines for OHVs" by George Fogg, "Management Guidelines for OHV Recreation" by Tom M. Crimmins, and/or the "Trail Planning, Design & Development Guidelines" by the Minnesota Department of Natural Resources and/or federal agency design guidelines. Contact NGPC for more information on these guidelines.

Environmental Requirements

Generally, a sponsor's trail project will not have to comply with all of the requirements of the National Environmental Protection Act (NEPA) because most projects will qualify as a Categorical Exclusion (CE). Nevertheless **all** projects will be reviewed by both FHWA and NGPC staffs to ensure there will be no significant impacts on the environment. Included in the application is a short environmental form that must be completed and signed by the political subdivision. NGPC will then review the form and if funded, the sponsor will go through a more intensive form about the project. Additional reviews will need to take place by other state and federal agencies, so plan accordingly. The costs of the environmental reviews can and should be used as match for the project (as long as included in the cost estimate).

Projects in Partnership with Federal Agencies

RTP funds can be used on federal lands, and any federal land management agency may be a project sponsor. However, the non-federal share cannot include other federal funds, unless specific legislation allows the other federal funds to be used for a match. At least 5% of the 20% match must come from a partner to the Federal agency as cash. The remaining 15% can come from other "identified and approved" sources. Contact NGPC for more details.

Project Administration

Once a project sponsor has been contacted by NGPC regarding the success of the application, a grant administration training session will occur prior to the sponsor starting on the project. It is required that a sponsor goes through training prior to signing any agreement with NGPC. NGPC

staff will inform grant recipients when to initiate the required processes so that the project can flow in a logical manner and comply with all applicable state and federal laws, rules and regulations. The grant recipient should call NGPC staff any time there is a question on how to proceed with a project phase. The grant recipient should assign a staff member to administer the project who will have a good working knowledge of the project and with whom NGPC staff can make day-to-day contact as the need arises. We recommend only one person administer the grant on behalf of the recipient to alleviate miscommunications. If there is a need on the project sponsor's side to have more than one person involved, NGPC requests that these individuals coordinate with one another and have only one person as the liaison to NGPC to alleviate any miscommunication between parties.

Project Deadline

From the date of authorization of funds from Federal Highway Administration and contracts have been signed between NGPC and the Project Sponsor, the project will have two years to complete the project. Extension(s) may be granted, **IF** requested in writing 30 days prior to the deadline set in the **contract**. However, recent changes to federal Grant Implementation Guidance requires a set deadline in the federal Funding Request that may be different than the contract deadline but, once established, cannot be changed.

Donations

Forced Account Labor and Equipment

The NGPC staff will require the political subdivision to provide the appropriate forms to track forced account labor and equipment. Forced account refers to the grant sponsor's labor force and to sponsor-owned equipment. The allowable rate that may be charged to the project is the hourly or salaried rate he/she earns in the normal course of their employment. The wages include benefits but do not include overhead and indirect costs. The sponsor will provide a wage schedule of all employees working on the trail in the application, along with the estimated hours it will take to complete the tasks. Equipment may be charged to a project at the rate charged for similar work within the applicant(s) jurisdiction through NDOR. The sponsor must contact NDOR to provide the **FHWA rates** and NDOR's response must be included in the application, along with the estimated hours of use of the equipment. FEMA rates are not acceptable for the equipment. **DO NOT** rely on estimates from your engineers on equipment costs; the only acceptable rate is from NDOR. Donated land and/or easements are acceptable as part of the local match once a federal appraisal and review have been completed at the cost of the political subdivision. Contact NGPC staff for questions and assistance.

Land Acquisition

Land may be acquired **only** on a willing seller/willing buyer basis. *You may not, at application time, negotiate a price for the land with a landowner; you may only inquire if the land is for sale.* Later, at the direction of the NGPC staff, an appraisal report will be required utilizing the Uniform Standards of Professional Appraisal Practice and to the extent appropriate the Uniform Appraisal Standards for Federal Land Acquisitions, revised 1992. A general certified appraiser of Nebraska must complete the report. The project sponsor will be required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, as amended, 42 U.S.C. ss 4601, et seq. and comply with 49 CFR Part 24, regarding appraisals. During the acquisition process, NGPC staff will provide guidance when and as needed. The sponsor will also be responsible for an appraisal review by a qualified General Certified Appraiser of Nebraska. See pages 7-9 of the policies for more information and guidance for this process. The appraisal is a cost that is reimbursable or can be used as part of the local match. This type of project will require more time for set up due to the appraisal and review period. Please expect the project to take at least **6 more months** than originally figured to deal with the appraisal process.

Easements

If the trail project requires an easement and the cost of acquiring the easement is not being requested for reimbursement, the easement paperwork should be included in the application. If the easement is a donation and is part of the local match for the application, the proper paperwork along with a federal appraisal and appraisal review meeting federal requirements **MUST** be completed prior to development. To determine the “Value of land” for the match, the sponsor will have to coordinate with its sources to provide a value. If this value is determined to be less than what was stated in the application, the sponsor will provide additional matching funds in the form of cash. If the easement is a donation then you must submit forms showing the owner was advised of their right to receive just compensation and follow NDOR’s Right-of-Way Acquisition Guide for Local Public Agencies, see page 8 of the policies for more information. These must accompany the application or be provided to NGPC within 3 months of receiving notification of approval of the grant. If the easement is a part of the request for reimbursement of the project, the applicant must provide a “Letter of Intent” from the landowner for the land in question. The paperwork and appraisal may be completed after the Nebraska Game and Parks Commission Board of Commissioners approve the project and NGPC has provided a letter stating the project can move forward with the appraisal process. If an applicant is unsure of how to proceed in this or has questions, they are encouraged to contact NGPC staff.

Maintenance Plan

In recent years, maintenance of trails has become an issue of concern. Therefore, it has been decided to **REQUIRE** that a project sponsor include a maintenance plan with the RTP application. The maintenance plan shall include on an annual basis, cost estimates of routine maintenance (fencing, repairs to surface, spraying for weeds, mowing, replacement of signage, snow removal...etc.), a maintenance schedule for the care of the project, what type of labor will be used to maintain the trail (Adopt-a-trail volunteer programs are highly recommended), and how the sponsor plans to pay for the maintenance during the life of the project (25 years for non-motorized, 10 years for motorized). If this maintenance plan is not included within the narrative of the application, the application will be ranked lower than other applications.

Progress Reports

Each project sponsor will be required to provide NGPC with progress reports regarding the progress of the project. These reports will be due every quarter after the contract has been signed between NGPC and the sponsor. This information will be covered in the training after notification of award. The project sponsor is responsible for supplying NGPC with the report **without** NGPC having to request the form, except for the first report. NGPC will remind sponsors for the first report, but no reminders will be sent after the initial report. If a sponsor misses more than two reports in a row, they will be subject to reduced funding or potentially lose all funding for the project.

SAMPLE PROJECT RESOLUTION

1. The (City, Village, or Other) _____, Nebraska is applying for federal assistance from the Recreational Trails Program for the purpose of: (the project as described in the grant application).
2. The _____ (position of person signing application) of, _____, Nebraska is authorized to sign the application for federal assistance, and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration.
3. The (City, Village, or Other) _____, Nebraska currently has the written commitment for the 20% local matching share for the project elements that are identified on the Application form and the Supplemental Documents and will, as it becomes necessary, allocate the local funds for this project.
4. The (City, Village, or Other) _____, Nebraska will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner.
5. The (City, Village, or Other) _____, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or nation origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act.
6. The (City, Village, or Other) _____, Nebraska will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.
7. The (City, Village, or Other) _____, Nebraska will comply with the Federal disability access and use standards where they can be reasonably applied, in accord with the American with Disability Act of 1991.
8. All paperwork may be signed by the project sponsor, but the Resolution MUST be signed by the Mayor, Board Chairman, School Board Chairman, or Director of the Public Power District.

I certify that this resolution is a true copy of the original document that was adopted by the (City, Village, or Other) _____, Nebraska at a properly advertised and announced public meeting held this day of _____, 20____.

ATTEST: (Clerk)

(SEAL)

(SIGNATURE)
(Mayor/Chairman of the Board)

PROJECT RESOLUTION

1. The Bayard Public Schools, in Bayard, Nebraska is applying for federal assistance from the Recreational Trails Program for the purpose of: (the project as described in the grant application).
2. The School Board President of, Bayard Public Schools, in Bayard, Nebraska is authorized to sign the application for federal assistance, and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration.
3. The Bayard Public Schools, in Bayard, Nebraska currently has the written commitment for the 20% local matching share for the project elements that are identified on the Application form and the Supplemental Documents and will, as it becomes necessary, allocate the local funds for this project.
4. The Bayard Public Schools, in Bayard, Nebraska will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner.
5. The Bayard Public Schools, in Bayard, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or nation origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act.
6. The Bayard Public Schools, in Bayard, Nebraska will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.
7. The Bayard Public Schools, in Bayard, Nebraska will comply with the Federal disability access and use standards where they can be reasonably applied, in accord with the American with Disability Act of 1991.
8. All paperwork may be signed by the project sponsor, but the Resolution MUST be signed by the Mayor, Board Chairman, School Board Chairman, or Director of the Public Power District.

I certify that this resolution is a true copy of the original document that was adopted by the (City, Village, or Other) Bayard Public Schools, in Bayard, Nebraska at a properly advertised and announced public meeting held this day 16th of August, 2021.

ATTEST: (Clerk)

(SEAL)

(SIGNATURE)
(Mayor/Chairman of the Board)

Overview of Possible/Proposed Recreational Trail

The following image shows the school district's property (outlined in pink), along with a couple of rough-sketch ideas for pathway design. Pink is the school's property line (approximate), the red dotted line is a possible pathway route, and the green solid line is a measuring line for approximate distances along the red dotted line.



Perimeter of Elementary and Trailer Park Combined: 3,502 ft

Perimeter of high school, parking lot, and property west of parking lot: 4,137 ft

Switchback through hills by bus barn: 1,999 feet

Ag shop to the far end of practice field: 1,379 feet

Switchback from canal to practice field: 1,372 feet

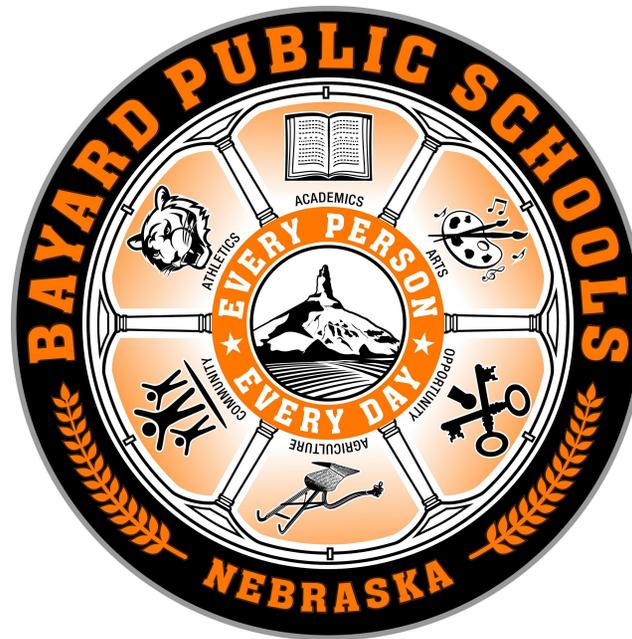
Total Estimated Distance of these possible routes: 12,389 feet (2.34 miles).

Additional stretches of trail could eventually include connection to additional locations and/or connections with community partners, such as the City of Bayard, Bayard Public Library, and Chimney Rock Villa. Ideally, at some point, it would be great to have a community connection running from Chimney Rock to the Chimney Rock Golf Course, or even MooMaw's Corner.

| | | | |
|---------------------------|------------|-------------------|--|
| Cheer | Head Coach | Tressa White | |
| Football | Head Coach | Brandon Stuart | |
| | Assistants | Tyson Horn | |
| | | Colton Ehler | |
| | | Isaias Mancinas | |
| JH Football | Head | Elliot Reish | |
| | Assistants | Dwight Malcolm | |
| | | Zach Nesbitt | |
| XC | Head | Candace Ehler | |
| | Assistant | Ricky Trevino | |
| Volleyball | Head | Tabitha Unzicker | |
| | Assistant | Justine Jobman | |
| JH Volleyball | Head | Barbara Pieper | |
| | Assistant | Jessica Scott | |
| Girls Golf | Head | Jim Roberts | |
| One Act | Head | Linda Pilkington | |
| Girls BB | Head | Zach Nesbitt | |
| | Assistant | Colton Ehler | |
| Boys BB | Head | Mike Simons | |
| | Assistant | Steven Posey | |
| JH Girls BB | Head | Zach Nesbitt | |
| | Assistant | Barbara Pieper | |
| JH Boys BB | Head | Brandon Stuart | |
| | Assistant | Barbara Pieper | |
| Wrestling | Head | Tyson Horn | |
| | Assistant | Cory Barker | |
| JH Wrestling | Head | Dwight Malcolm | |
| | Assistant | Elliot Reish | |
| Speech | Head | Amanda Anderson | |
| Boys Track | Head | Zach Nesbitt | |
| | Assistant | Mike Simons | |
| Girls Track | Head | Brandon Stuart | |
| | Assistant | Terri Stuart | |
| JH Boys Track | Head | Zach Nesbitt | |
| | Assistant | Candace Ehler | |
| JH Girls Track | Head | Colton Ehler | |
| | Assistant | Mike Simons | |
| Boys Golf | Head | Jim Roberts | |
| Newspaper | Head | Mark Keszler | |
| Yearbook | Head | Mark Keszler | |
| Destination Imagination | Head-HS | Barbara Pieper | |
| | Head-ELM | Jennifer Tavenner | |
| Vocal | Head | Linda Pilkington | |
| Instrumental | Head | Sara Schmidt | |
| FFA | Head | Justin Rafferty | |
| Elementary Homework Club | Head | Cheryl Ferrero | |
| | Assistant | Michelle Martinez | |
| | Assistant | Amanda Reilly | |
| | Assistant | Kristin Collins | |
| High School Homework Club | Head | Jennifer Gier | |
| Quiz Bowl | Head | Linde Rafferty | |
| Webpage Coordinator | | Jennifer Gier | |
| HALS Coordinator | Head | Candace Ehler | |
| | Assistant | Lacee James | |

| | | | |
|----------------------------|-----------|------------------------------|--|
| National Honor Society | Head | Laurie Bauer | |
| Student Council | Head | Linde Rafferty | |
| | Assistant | Justin Rafferty | |
| Elementary Student Council | Head | Michelle Martinez | |
| | Co-Head | Brittany Binder | |
| Class Sponsors | 2022 | Rafferty, Rafferty, Tonniges | |
| | 2023 | Posey, Ferguson, Scott | |
| | 2024 | Horn, Pilkington, Ehler | |
| | 2025 | Bauer, Torres , Nesbitt | |
| | 2026 | Malcolm, Roberts, Nolte | |
| | 2027 | Reish, Pieper, Schmidt | |
| | Prom | Junior Class Sponsors | |
| Weights (hourly) \$10.00 | | Coaches | |
| Esports | Head | Steven Posey | |
| SkillsUSA | | Dwight Malcolm | |
| HOSA | | Zach Nesbitt | |
| Educators Rising | | Mykayla Torres | |

Bayard Public Schools Continuity of Learning and Reopening Plan



Revised DRAFT for Community Feedback
August 6, 2021

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Mission Statement

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

Vision Statement

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

Rationale and Background

In accordance with our mission and vision, Bayard Public Schools has developed this revised Continuity of Learning and Reopening Plan as we strive to provide a successful educational experience for our students during the global COVID-19 pandemic and as we comply with funding requirements from the Federal Government and the Nebraska Department of Education. The partnership of parents has been and will continue to be critical to the success of this joint effort. The content of this plan has been informed by the significant response of parents and staff to recent surveys conducted in partnership with the Nebraska Association of School Boards prior to the 2019-2020 school year and our shared experiences over the past 19 months. The challenges of education in a pandemic have greatly accelerated the pace by which our school continues to adapt to provide programs to meet the needs of students today and in the future.

This Continuity of Learning Plan is an extension of the Emergency Operations Procedures approved by the Bayard Public Schools Board of Education in March of 2020. This plan was updated in July of 2020 and again in November of 2020. The current revision is intended to provide additional details and direction to students, parents, employees, and patrons of the Bayard Public Schools Community for the 2021-2022 school year.

Conditions related to the global pandemic change rapidly and the associated guidance for a response to the pandemic is continually adjusted. As such, we know the operational needs of the school district will require monitoring and adjustment moving forward. This plan is intended to be a guide. Effective implementation will require careful and thoughtful actions and adjustments by employees, students, parents, and community members. Bayard Public Schools will adjust plans and programs as conditions, guidance, directives, and mandates change.

Statement of Personal Responsibility

Bayard Public Schools expects each student, parents, staff member, and patron to take personal responsibility for their health and the health of the people around them. Each person has an individual responsibility to take actions to reduce the risk of exposure to disease. Coordination with your medical provider is suggested when making determinations regarding the personal protective equipment, social distancing strategies, hygiene, and other behavioral factors that are implemented along with decisions about whether to participate in face-to-face learning or learning through online instruction opportunities.

Statement Regarding Treatment of Individuals Who Test Positive for COVID-19

Bayard Public Schools expects respectful treatment of every person every day. Bullying, intimidation, threats, and harassment of individuals who have tested positive for COVID-19 will not be tolerated. Please be kind, no one is immune to this virus. Modeling kindness for children is an important strategy to help lessen physical and emotional anxiety for the entire community.

Public Health/Agency Guidance and Operational Adjustments

As the level of risk or conditions change the operation of the school may need to be adjusted. The transition period between various modes of operation could be gradual or immediate, depending upon situational factors (such as rate of transmission, severity of illness, and hospital capacity), and guidance from public health and other agencies.

The Bayard Public Schools plan to be open for in-person instruction during the 2021-2022 school year. When authorized by the Principal for health or other reasons, students may be granted permission to attend class via electronic means.

There is currently no declared State of Emergency for Nebraska or Directed Health Measure (DHM) in effect that requires the District to mandate masks or other specific interventions.

District Procedures

Academic/Classroom Procedures Plan

- Hand sanitizer available to students and staff
- Seating charts utilized for academic purposes and if necessary, for close contact notifications.
- Students and staff assist in cleaning/wiping desks and frequently touched objects periodically.
- Use of outdoor spaces for class instruction is encouraged (in coordination with the building principal).
- Staff will remove hard to disinfect items (such as rugs, cloth beanbags and cushions) from classrooms to allow for more effective sanitizing and to provide more space for social distancing.
- Social distancing practices encouraged.

Specials

- Students transition to music, art, PE, and media as normal.
- Social distancing practices encouraged.
- Library books will be “quarantined” for 72 hours between check-in and availability for subsequent check-out.

Special Education/504

- Students will be served as per their IEP/504 Plan.
- Revisit the IEP/504 with the team as needed or requested by parents to discuss, whether or not there are underlying student medical conditions that make school attendance impractical or undesirable to parents, should there be an increase in active virus transmission.
- Discuss whether or not continued attendance under the selected alternate learning schedule is feasible for the student, given any underlying health concerns.
- If school attendance is not possible or desirable, as it may pose a substantial health risk to the student, conduct an IEP, change the student’s placement, and coordinate delivery of services through the IEP process.
- If school attendance is possible during elevated transmission of the virus, discuss with the IEP/504 team any additional supports or modifications that need to be made to the students plan during the time that the school is engaged in an alternate learning schedule.

Pathfinders (21st Century Community Learning Center)

- Hand sanitizer available to students and staff
- Seating charts utilized for academic purposes
- Students and staff assist in cleaning/wiping desks and frequently touched objects periodically.
- Use of outdoor spaces for class instruction allowed (in coordination with the building principal).
- Social distancing practices encouraged.
- Pathfinders will follow the other components of the school plan regarding food service, recess, and temperature checks.

Early Childhood Education (Preschool)

- Hand sanitizer available to students and staff
- Seating charts utilized for academic purposes
- Students and staff assist in cleaning/wiping desks and frequently touched objects periodically.
- Use of outdoor spaces for class encouraged allowed (in coordination with the building principal).
- Social distancing practices encouraged.

Face Coverings and Social Distancing

- Face coverings allowed for all staff and students
- Social distancing practices encouraged.
- Plastic barriers/shields optional in high traffic areas such as offices.

Water Fountains/Bottle Fillers

- The water fountain is available for use.
- Bottle filler stations are available.
- Students are encouraged to use personal water bottles or disposable cups.
- Regular sanitation of water bottle fillers is performed by custodial staff.

Mobile Device Procedures

- K-6 students are assigned mobile devices specific to each student. Mobile devices remain at school.
- 1:1 program for students in grades 7-12

Screening/Temperature Checks

- Students and staff will report on screening questions and have their temperature checked prior to entering classrooms at the beginning of the school day. (Staff may self-screen.)
- Any student or staff member who has a temperature higher than 100° will be checked for a wrist temperature. If the wrist temperature is over 100° the individual will be escorted to a holding area for 15 minutes, then will be re-checked. If the temperature continues to be over 100°, parents will be called and the student will be sent home until fever free (without fever-reducing medications) for at least 24 hours.
- When authorized by the principal, students may attend school via virtual means during such time that they are experiencing fever or symptoms..
- Staff members will communicate with the building principal to determine whether work from home will be possible until fever-free (without fever-reducing medications) for at least 24 hours.

Cleaning/Disinfecting/Sanitizing/Ventilation

- Daily cleaning disinfecting/sanitizing procedures for all occupied locations in the schools according to CDC guidelines.
- Students and staff assist in cleaning/wiping desks and frequently touched objects when transitioning classrooms.
- Staff requests for additional custodial and maintenance needs are submitted to the principal.
- Air handling units adjusted to increase fresh air intake. When feasible, updating of HVAC Units to mitigate COVID-19, and replacement of non-functioning/outdated windows to allow for additional fresh air in school buildings.

Visitors and Deliveries

- All visitors are required to sign-in and obtain a visitor pass to a specific location upon entering school buildings.
- Face coverings recommended for visitors and for those making deliveries.
- All visitors (with the exception of those making drop-off only deliveries) will respond to screening questions and have their temperature checked prior to entry to the building.
- Any visitor who has a temperature higher than 100° will be allowed to return in 15 minutes, then will be re-checked. If the temperature continues to be over 100°, the visitor will not be allowed to remain on campus and will be asked to leave until fever free (without fever-reducing medications) for at least 24 hours.

Mental and Social Emotional Health

- Continue universal supports offered to all students through the school-wide MTSS Model
- Conduct universal screener of students as early in the year as possible, to help identify potential students in need of assistance.
- Increase staff awareness regarding the need to support the mental and social/emotional needs of students as they return to school.
- Provide staff self-care and resiliency strategies to staff.

Activities

- Activities and Athletics will be conducted in accordance with NSAA guidelines.
- Most activities will be streamed live, utilizing the school's Striv page.
- Students attending school via the HyFlex educational model may participate in activities according to the eligibility criteria in the student handbook.

Lunch

- Lunch served in the cafeteria.
- All students expected to wash hands and/or use hand sanitizers before getting in the lunch line.

Recess

- Schools will continue to have recess as scheduled with hand sanitizer available upon entry and exit from the building to the playground area.

Hallways

- PK-6 students transition normally with staff support
- 7-12--Regular transitions with social distancing encouraged in hallway areas.

Responding to Positive Tests Among Staff and Students

- Individual will be excluded and allowed to return based upon current guidance from CDC at the time.
- Work with PPHD to determine level of exposure and the number of other students, staff, and visitors who will need to be quarantined.
- A message will be sent via the school Remind system notifying parents that a student or staff member has tested positive.
- The school will work with public health officials to provide contact information for close contact notification (to be made by PPHD).

Busing/Student Transportation and Activities Transportation

- Hand sanitizer available to students and staff
- Students will have their temperature checked by the bus driver. Any student who has a temperature higher than 100° will not be transported. Parents will be notified by the driver.
- Seating charts utilized for safety and behavior management purposes
- Activity transportation provided in the regular manner
- Face coverings for students are recommended.

Vaccinations

- The school district will work with Panhandle Public Health District and local medical providers to share and disseminate information on vaccinations to students, staff, and the community.

Diagnostic Testing and Screening

- The school district will refer symptomatic students and staff to available community testing locations/resources.

Bayard Public Schools



Emergency Operations Plan

Updated: _____

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SIGNATURE PAGE

This school emergency operations plan has been completed and approved through a collaboration of efforts in the community, including:

Name: Dr. Travis Miller
Title: BPS Superintendent
Date:

Name: Kim Kildow
Title: BPS Board President
Date:

Name: Carolyn Applegate
Title: BPS Board Vice-Chair
Date:

Name: Bobbie Stuart
Title: BPS Safety Team Chair/Member
Date:

Name: Dana Korell
Title: BPS Safety Team Member
Date:

Name: Dr. Kelley Rice
Title: BPS Safety Team Member/HS Principal
Date:

Name: Candace Ehler
Title: BPS Safety Team Member
Date:

Name: Matthew McLaughlin
Title: BPS Safety Team Member/Elem Principal
Date:

Name: Zak Douglas
Title: Bayard Police Chief
Date:

Name: Mike Cerny
Title: Morrill County Deputy Sheriff
Date:

Name: Jason Perkins
Title: Bayard Police Officer
Date:

Name: Stephanie Perkins
Title: Bayard EMS Chie
Date:

Name: Ron Leal
Title: Region 21 Emergency Manager
Date:

I. INTRODUCTION

A. Purpose of the Plan

The purpose of the Bayard Public Schools Emergency Operations Plan (School EOP) is to identify and respond to incidents by outlining the responsibilities and duties of Bayard Public Schools and its employees. Developing, maintaining, and exercising the plan empowers employees in an incident to act quickly and knowledgeably. In addition, the plan educates staff, faculty, students, and other key stakeholders on their roles and responsibilities before, during, and after an incident. This plan provides parents and other members of the community with assurances that Bayard Public Schools has established guidelines and procedures to respond to threats, hazards and incidents in an effective way.

The developed guidelines and procedures for dealing with existing and potential student and school incidents are defined in the plan below. The basic plan and the functional and hazard-specific systems outline an organized systematic method to prevent, prepare for, respond to, and recover from incidents. Faculty and staff have been trained to assess the seriousness of incidents and respond according to these established procedures and guidelines. Bayard Public School regularly schedules in-service training for faculty and staff.

Lastly, developing, maintaining, and exercising the School EOP increases Bayard Public School's legal protection. Schools without established incident management procedures have been found liable for their absence of planning. While no set of policies rules out the potential for legal problems, establishing procedures and guidelines on the best professional practices provides a margin of protection against liability.

B. Scope of the Plan

The Bayard Public School Emergency Operations Plan outlines the expectations of staff/faculty; roles and responsibilities; direction and control systems; internal and external communications plans; training and sustainability plans; authority and references as defined by local, tribal, state, and federal government mandates; common and specialized procedures; and responses/recovery for specific hazards and vulnerabilities.

1. Definitions

Threats: Threats include situations to harm students, personnel, and/or facilities. Threats usually include those things that we can control, such as active killer, bullying, and suicide. Threats may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Hazards: Hazards include situations to harm students, personnel, and/or facilities. Hazards usually include those things that we cannot control, such as tornadoes, floods, and chemical spills. Hazards may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Incidents: An incident is an occurrence that requires a response to protect life or property. An incident is something that we most likely cannot control, such as car accidents, pandemics, and illness. The superintendent/principal/building administrator shall have the authority to determine when an incident has occurred and to implement the procedures within this EOP.

2. School Board Policy Statement

The Bayard Public School Emergency Operations Plan operates within the framework of the Bayard Public School Board policy.

POLICY NO.1001 - CRISIS MANAGEMENT COMMUNICATIONS

A school crisis may occur at any time, may take various shapes, and may hit with varying degrees of severity. The superintendent is directed to develop a School Communications Crisis Procedure to manage information more effectively and to ensure the crisis will be managed more effectively.

The procedure should include the following provisions:

1. Designation of a crisis spokesperson and description of the spokespersons duties;
2. Preparation to be taken before a crisis for dealing with the media;
3. Procedures for contacting various groups such as emergency response units, employees, parents, and the media;
4. Procedures for developing and releasing a public statement soon after the initiation of the crisis; and
5. Procedures for developing a public statement or report following the conclusion of the crisis.

Adopted: 8-12-02

Reviewed: 1-11-10, 7-10-17, 5-13-19, 9-14-20

POLICY NO.1403 - RED CROSS AND SALVATION ARMY

Permission shall be granted the Red Cross and the Salvation Army to list the school facilities as available in times of emergency.

Adopted: 8-17-76

Reviewed: 1-11-10, 8-14-17, 5-13-19

C. Situation Overview/Hazard Analysis Summary

1. School Population

a. General Population

March 2021 -- The current enrollment of Bayard Public Schools is approximately 165 elementary-school students, 175 secondary-school students located in two one story buildings on a single campus, which is divided by 8th Street (Country Road 106). These students are supported by a committed staff and faculty consisting of:

4 Superintendent/Principal/Building Administrators

33 Teachers

15 Instructional Assistants

2 Counselors, Social Workers, and Psychologists

1 School Nurses/Health Assistants

5 Custodians/Maintenance Personnel

4 Office/support staff

3.5 Food Service/Cafeteria staff

7 Other (specify transportation, Pathfinder Coordinator)

A master schedule of classes, locations, grade levels, and staff are provided to each classroom and is available in the main office. The current master schedule of Bayard School is also located in [Appendix A](#) in this plan.

b. Special Needs Population

Bayard PublicSchool is committed to the safe evacuation and transport of students and staff with special needs. The special needs population includes students/staff with:

- Students on the Autism Spectrum, 4
- Limited English proficiency, 7
- Blindness or visually impaired, 1
- Cognitive or emotional disabilities, 5 cognitive 9 emotional
- Deaf or hard of hearing, 2 students, 1 staff
- Mobility/physical disabilities (permanent and temporary), and 5
- Medically fragile health (including asthma and severe allergies). 12

The school's current enrollment of students with special needs is approximately 46; however, this number will fluctuate. Students and/or staff may require additional assistance if they are temporarily on crutches, wearing casts, wheelchairs, etc.

School staff will communicate with emergency services personnel regarding students and staff who require additional assistance during an incident. [Appendix B](#).

2. Building Information

Bayard Public Schools is located on a 38 acre lot and includes 2 main buildings, 1 custodial building east of Elementary, 2 storage sheds east of football field, 1 greenhouse south of High School, 1 football field and press box, 1 bus barn, and 2 (also large parking lots south of the high school building) staff/student parking lot. All classes take place in the Elementary and High School Buildings, the main buildings on campus. The School also has a storage building on main street.

Annotated maps of the buildings and grounds are included in [Appendix C](#);

- _____ Evacuation routes- Faith United and Bayard Church of Christ
- _____ Shelter locations
- _____ Fire alarm pull stations
- _____ Fire hydrants
- _____ Fire extinguishers
- _____ First aid kits
- _____ AED (Automatic External Defibrillator)
- _____ Hazardous materials storage
- _____ Utility shutoffs
 - _____ Electricity
 - _____ Gas
 - _____ Water
 - _____ HVAC

GUIDANCE: All staff members are required to know these locations as well as how to operate the utility shutoffs.

Located in [Appendix D](#) are the list of local utility companies and their contacts for additional assistance.

3. Hazard Analysis Summary

Bayard Public School is exposed to many hazards, all of which have the potential for disrupting the school community, causing casualties, and damaging or destroying public or private property.

In March 2021 completed a thorough hazard analysis to identify any circumstances in the school or near the campus that may present unique problems or potential risk to people or property. The interior and exterior portions of all school buildings and school grounds have been assessed for potential hazards that may impact the site, the staff, and the students. Identified hazards have been assessed by risk and likelihood and ranked accordingly.

The most recent risk assessment by ALICAP Insurance Company was completed 9/3/2020.

In addition, the table on the following page briefly discusses Bayard Public School's high-priority hazards including social media attack, severe storms, utility line breaks, domestic violence, and terroristic threats.

Table 1. High-Priority Hazards

| Threat/Hazard | Probability | Magnitude | Warning | Duration | Risk Priority |
|--|---|---|---|---|---|
| Social Media Attack | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Utility Line Break | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Behavior Crisis | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| Domestic Violence | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Fight/Assault | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| Terroristic Threats | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Severe Weather | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Criminal Activity in Area | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| Unknown or unauthorized person on grounds | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| Parental/Custodial Issues | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| Chemical Spills/Hazmat Incident | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |

4. Prevention, Preparedness, Response, and Recovery Overview

Prevention includes actions to avoid a threat or intervene to stop a threat from occurring. It also includes activities to reduce the loss of life and property from controllable and noncontrollable disasters. Prevention aims to avoid or lessen the impact of a disaster and provides value to the public by creating safer communities. Bayard School is committed to taking proactive, prevention measures whenever possible to protect the safety and security of students and staff.

All staff have been trained in our safety and security procedures, (etc.)

Preparedness is achieved and maintained through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action. Ongoing preparedness efforts require coordination among all those involved in emergency management and incident response activities. Bayard Public School fosters preparedness at all levels including students, parents, teachers, staff and community partners. Examples of preparedness actions include maintaining this plan, conducting training, planning and implementing drills and exercises, etc.

Response is the capability necessary to stabilize an emergency once it has happened or is certain to happen in an unpreventable way using both systems, Incident Command System (ICS) and the Standard Response Protocol (SRP). Bayard Public School will establish a safe and secure environment to allow for the saving of lives and property and will facilitate the transition to recovery.

Recovery is the capability necessary to assist any school building impacted by an incident or emergency in restoring the health and well-being of students and the learning environment over the long-term. Successful recovery addresses the full range of psychological, emotional, and behavioral health needs associated with the disaster's impact and resulting recovery challenges. Individuals and families will be better situated to manage their recovery once their basic needs are met, such as shelter, food, and reunification with family and household pets or service and assistance animals. Successful recovery depends on all recovery stakeholders having a clear understanding of pre- and post- disaster roles and responsibilities.

D. Planning Assumptions and Limitations

1. Planning Assumptions

Stating the planning assumptions allows Bayard Public School to deviate from the plan if certain assumptions prove not to be true during operations. The School EOP assumes:

- The school community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, as well as lesser hazards and others that may develop in the future.
- A major disaster could occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible; however, some emergency situations occur with little or no warning.

- A single site incident (e.g., fire, gas main breakage) could occur at any time without warning and the employees of the school affected cannot, and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property.
- Following a major or catastrophic incident, the school may have to rely on its own resources to be self-sustaining for up to 72 hours.
- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/ or students. Rapid and appropriate response will reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement, and emergency managers will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until responders arrive at the incident scene.
- Proper prevention actions, such as creating a positive school environment and conducting fire inspections, will prevent or reduce incident related losses.
- Maintaining the School EOP and providing frequent opportunities for stakeholders (staff, students, parents, first responders, etc.) to exercise the plan can improve the school's readiness to respond to incidents.
- A spirit of volunteerism among school employees, students, and families will result in their providing assistance and support to incident management efforts.

2. Limitations

It is the policy of Bayard Public School that no guarantee is implied by this plan of a perfect incident management system. As personnel and resources may be overwhelmed, Bayard Public School can only endeavor to make every reasonable effort to manage the situation, with the resources and information available at the time.

GUIDANCE: Examples:

<http://disastermh.nebraska.edu/files/archive/DHHS%20Disaster%20Behavioral%20Health%20Risk%20Messages%20-%20June%202019.pdf>

II . CONCEPT OF OPERATIONS

This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their routine day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required for those routine functions will be redirected to accomplish assigned incident management tasks.

A. National Incident Management System (NIMS)

The National Incident Management System (NIMS) is a set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, prepare, respond, and recover, from the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment. This system ensures that those involved in incident response/recovery understand what their roles are and have the tools they need to be effective.

According to Homeland Security Presidential Directive 5 and the U.S. Department of Education, school districts are among local agencies that must adopt NIMS if they receive Federal grant funds. As part of its NIMS implementation, Bayard Public School participates in the local government's NIMS preparedness program and believes it is essential to ensure that response/recovery services are delivered to schools in a timely and effective manner.

Bayard Public School recognizes that staff and students will be first responders during an incident. Adopting NIMS enables staff and students to respond more effectively to an incident and enhances cooperation, coordination, and communication among school officials, first responders, and emergency managers.

Bayard Public School works with local government agencies to remain NIMS compliant. NIMS compliance for school districts includes completing the following:

- Adopt the use of the Incident Command System (ICS). Adopt the use of the NIMS and the use of SRP. Should a staff member desire more information about these, they can reference the ICS-100 web-based training as well as ICS-700, available free from FEMA.
- Participate in the local government's NIMS preparedness program and incorporate the school plan into the community EOP.
- Train and exercise the plan. All staff and students are expected to participate in training and exercising the plan's procedures and hazard-specific incident plans. The school is charged with ensuring that the training and equipment necessary for an appropriate response/recovery operation are in place.

B. Implementation of the Incident Command System (ICS)

In a major emergency or disaster, Bayard Public School may be damaged or need to be evacuated, people may be injured, and/or other incident management activities may need to be initiated. These activities must be organized and coordinated to ensure efficient incident management. **The Incident Command System (ICS) will be used to manage all incidents and major planned events. [Note: The ICS approach can be used in all phases of incident management, including pre-incident, during incident, post-incident activities,]**

The Superintendent/Principal/Incident Commander at Bayard Public School will be delegated the authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an incident command post (ICP) and provide an assessment of the situation to the principal or other officials, identify incident management resources required, and direct the on-scene incident management activities from the

ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a qualified Incident Commander.

C. Initial Response (Standard Response Protocol) (SRP)

SECURE - GET INSIDE, LOCK OUTSIDE DOORS (Threat related)

Secure is called when there is a threat or hazard outside of the school building. Whether it is due to violence or criminal activity in the immediate neighborhood, or a dangerous animal in the playground. Secure uses the security of the physical facility to act as protection.

Secure: is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Shelter: is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved)

School personnel are usually first on the scene of an incident in a school setting. Staff and faculty are expected to take charge and manage the incident until it is resolved or command is transferred to someone more qualified and/or to an emergency responder agency with legal authority to assume responsibility. Staff will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. The superintendent/principal or his/her designee is responsible for activating the School EOP, including common and specialized procedures as well as hazard-specific incident plans.

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

This section establishes the operational organization that will be relied upon to manage the incident and includes:

- A list of the kinds of tasks to be performed by position and organization.
- An overview of who does what task.

GUIDANCE: The principal (and other personnel) is/are not able to manage all the aspects associated with an incident without assistance. The school relies on other key school personnel to perform tasks that will ensure the safety of students and staff during a crisis or critical incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or critical incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

School staff may be required to remain at school to assist in an incident. In the event that this School EOP is activated, staff will be assigned to serve within the Incident Command System based on their expertise and training and the needs of the incident.

A. Principal/Building Administrator (School Identify which admin i.e., Superintendent, Principal, designee.)

The superintendent/principal or designee may serve as the Incident Commander or delegate that authority to a qualified individual. At all times, the superintendent/principal or designee still retains the overall responsibility for the overall safety of students and staff. However, delegating the authority to manage the incident allows the superintendent/principal or designee to focus on policy-level activities and interfacing with other agencies and parents. The superintendent/principal or designee shall coordinate between the superintendent's office and the Incident Commander.

B. Incident Commander

The Incident Commander responsibilities include:

- Assume overall direction of all incident management procedures based on actions and procedures outlined in this EOP.
- Take steps deemed necessary to ensure the safety of students, staff, and other individuals.
- Determine whether to implement incident management protocols (i.e., Secure, Lockdown, Evacuate, Shelter), as described more fully in the functional systems in this document.
- Arrange for transfer of students, staff, and other individuals when safety is threatened by a disaster.
- Work with emergency services personnel. (Depending on the incident, community agencies such as law enforcement or fire department may have jurisdiction for investigations, rescue procedures, etc.)
- Keep other administrators and officials informed of the situation.

C. Board Members

- Refer all media requests and information requests to Public Information Officer
- Monitor and report information from public to the Public Information Officer
- Assist Incident Commander as needed
- Any communication with the public/media needs to be in coordination with the Incident Commander and Public Information Officer.

D. Teachers

Teachers shall be responsible for the supervision of students and shall remain with students until directed otherwise.

Responsibilities include:

- Attend to students with special and/or trauma needs.
- Supervise students under their charge.
- Take steps to ensure the safety of students, staff, and other individuals in the implementation of incident management protocols.
- Direct students in their charge to inside or outside assembly areas, in accordance with signals, warning, written notification, or intercom orders according to established incident management procedures.
- Give appropriate action command during an incident.
- Take attendance when class relocates to an outside or inside assembly area or evacuates to another location.
- Report missing students to the Incident Commander or designee.
- Execute assignments as directed by the Incident Commander or ICS supervisor.
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those unable to be moved.
- Render first aid if necessary. School staff will be trained and certified in first aid and CPR.

E. Instructional Assistants/ After School Staff

Responsibilities include:

- Assist as directed by Administrators Teachers, and Law Enforcement or current assignment in SRP protocol.

F. Counselors, Social Workers, and Psychologists

Counselors, social workers, and psychologists provide assistance with the overall direction of the incident management procedures at the site.

Responsibilities include:

- Take steps to ensure the safety of students, staff, and other individuals in the implementation of incident management protocols.
- Direct students in their charge according to established incident management protocols.
- Render first aid if necessary.
- Assist in the transfer of students, staff, and other individuals when their safety is threatened by a disaster.
- Execute assignments as directed by the Incident Commander or ICS supervisor.
- Convene Crisis Team or administer Psychological First Aid response to initiate recovery.

G. School Nurses/Health Assistants

Responsibilities include:

- Administer first aid or emergency treatment as needed.
- Supervise administration of first aid by those trained to provide it. (Teen CERT Team)

- Organize first aid and medical supplies.
- Administer medication as needed

H. Custodians/Maintenance Personnel

Responsibilities include:

- Survey and report building damage to the Incident Commander, Safety Officer, or Operations Section Chief.
- Control main shutoff valves for gas, water, HVAC, and electricity and ensure that no hazard results from broken or downed lines.
- Provide damage control as needed.
- Assist in the conservation, use, and disbursement of supplies and equipment.
- Keep Incident Commander or designee informed of the condition of school.

I. School Secretary/Office Staff

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers.
- Provide for the safety of essential school records and documents.
- Execute assignments as directed by the Incident Commander or ICS supervisor.
- Provide assistance to the principal and Safety Team.
- Monitor radio emergency broadcasts.
- Assist with health incidents as needed, acting as messengers, etc.

J. Technology

- Switch phone lines to automated messaging
- Work with PIO on outgoing messaging
- Monitor social media
- Help Logistics with technology needs.

K. Food Service/Cafeteria Workers

Responsibilities include:

- Use, prepare, and serve food and water on a rationed basis whenever the feeding of students and staff becomes necessary during an incident.
- Execute assignments as directed by the Incident Commander or ICS supervisor.
- Prepare feeding opportunities beyond school based operations.

L. Transportation Director/Bus Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are in the bus.
- Transfer students to new locations when directed.
- Execute assignments as directed by the Incident Commander or ICS supervisor.

- Transport individuals in need of medical attention.
- Provide mutual aid as needed.

M. Other Staff (e.g., Itinerant Staff, Substitute Teachers)

Responsibilities include:

- Supervise students unless directed otherwise by the Incident Commander or ICS Supervisor

N. Students

Responsibilities include:

- Cooperate during emergency drills and exercises, and during an incident.
- Learn to be responsible for themselves and others in an incident.
- Understand the importance of not being a bystander by reporting situations of concern.
- Develop an awareness of and associated prevention, preparedness, response, and recovery processes.
- Take an active part in school incident response/recovery activities, as age appropriate.
- Teen CERT members will be given assignments to assist as deemed necessary.

O. Parents/ Guardians

Responsibilities include:

- Cooperate with Law Enforcement, Emergency Responders, and School Staff.
- Follow all SRP procedures (secure, lockout, evacuate, and shelter).
- Encourage and support school safety, violence prevention, and incident preparedness programs within the school.
- Participate in volunteer service projects for promoting school incident preparedness.
- Provide the school with requested information concerning the incident, early and late dismissals, and other related release information.
- Practice incident management preparedness in the home to reinforce school training and ensure family safety.
- Understanding their roles during a school emergency.
- Monitor school and community communications (school website, text notifications) for updates.
- Follow all requests and procedures regarding reunification of parents and students.
- Report to the directed location for reunification.

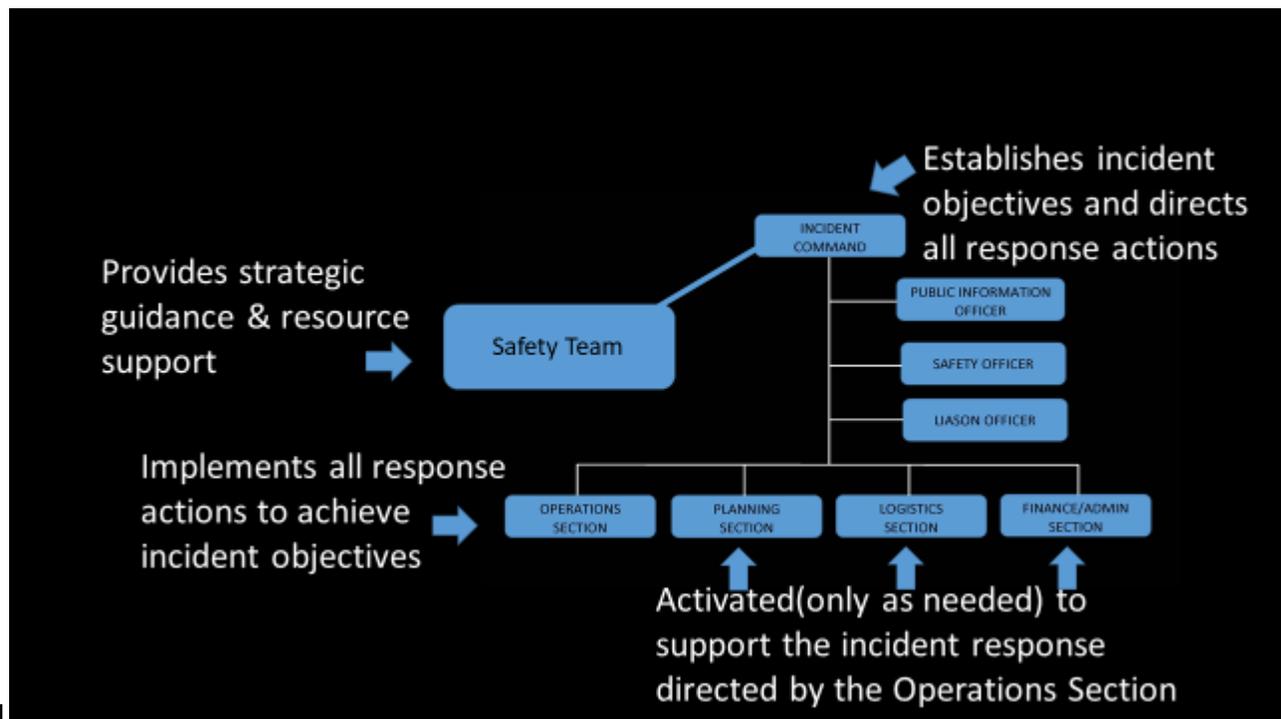
IV. DIRECTION, CONTROL, AND COORDINATION

A. School Incident Command System (ICS)

To provide for the effective direction, control, and coordination of an incident, either single site or multi-incidents, the School EOP will be activated including the implementation of the Incident Command System (ICS). An ICS Organizational Chart is located in [Appendix E1](#). [Appendix E2](#) is a list of your ICS contacts within your school. [Appendix E3](#) is provided by the district and includes Finance/Administration Future School Budgets.

The Incident Commander is delegated the authority to direct tactical on-scene operation until a coordinated incident management framework can be established with local authorities. The Safety Team is responsible for providing the Incident Commander with strategic guidance, information analysis, and needed resources.

Figure 1. Incident Management Team



The ICS is organized into the following functional areas:

1. Incident Command: Directs the incident management activities using strategic guidance provided by the Safety Team.

School-related responsibilities and duties include:

- Establish and manage the Command Post, establish the incident organization, and determine strategies to implement protocols and adapt as needed.
- Monitor incident safety conditions and develop measures for ensuring the safety of building occupants. (including students, staff, volunteers, and responders)
- Coordinate media relations and information dissemination with the principal.
- Develop working knowledge of local/regional agencies, serve as the primary on-scene contact for outside agencies assigned to an incident, and assist in accessing services when the need arises.
- Keep elected officials and other executives informed of the situation and decisions.

- Document all activities on Chronological Log of Activities. [Appendix F](#)

2. Operations Section: Directs all tactical operations of an incident including implementation of response/recovery activities according to established incident management procedures and protocols, care of students, first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students to parents.

Specific responsibilities include:

- Analyze school staffing to develop a Parent-Student Reunification Plan, and implement an incident action plan.
- Monitor site utilities (i.e., electric, gas, water, heat, ventilation/air conditioning) and shut off only if danger exists or directed by Incident Commander, and assist in securing the facility.
- Establish medical triage with staff trainees in first aid and CPR, provide and oversee care given to injured persons, distribute supplies, and request additional supplies from the Logistics Section.
- Provide and access psychological first aid services for those in need, and access local/regional providers for ongoing crisis counseling for students, staff and parents.
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in the event of water or plumbing failure, and request needed supplies from the Logistics Section.
- Document all activities on Chronological Log of Activities. [Appendix F](#)

As needed, the types of Operations Teams described in the following table may be established within the Operations Section.

Table 2 Operations Section Teams

| Operations Team | Potential Responsibilities |
|-------------------------------|---|
| Fire & Rescue Team | Fire & Rescue Teams search the entire school facility, entering only after they have checked the outside for signs of structural damage and determined that it is safe to enter. Fire & Rescue Teams are responsible for ensuring that all students and staff evacuate the building (or, if it is unsafe to move the persons, that their locations are documented so that professional responders can locate them easily and extricate them). Fire & Rescue Teams are also responsible for: <ul style="list-style-type: none"> • Identifying and marking unsafe areas. • Conducting initial damage assessment. • Obtaining injury and missing student reports from teachers. • Provide triage & treatment services as needed. • Assessing and treating injuries. |
| First Aid/Health Team | First Aid Teams provide basic First Aid as needed. First Aid Teams are responsible for: <ul style="list-style-type: none"> • Setting up a first aid area for students. • Stop the bleed. • Completing master injury report. Note: The Logistics Section provides care to responders (if needed). The Operations Section First Aid Team is dedicated to students or other disaster victims. |

| | |
|---|---|
| <p>Reunification Team</p> <p>Evacuation/ Shelter/ Care Phase I</p> <p>Student Release Phase II</p> | <p>Evacuation, shelter, and student care in an incident are among the most important tasks faced by schools. These tasks include student accounting, protection from weather, providing for sanitation needs, and providing for food and water. Establish an Incident Command.</p> <p>The Reunification Team is responsible for:</p> <ul style="list-style-type: none"> ● Classroom evacuation. ● Mobilize the reunification team. ● Provide a secure assembly area, greeting area, check in table, reunification area. ● Law Enforcement support and investigations. ● Student/Staff Transport. ● Proper unification paperwork. ● Accounting for the whereabouts of all students, staff, and volunteers. ● Coordinating with the Logistics Section to secure the needed space and supplies. <p>Reunification refers to getting students reunited with their parents or guardians in an efficient and orderly manner. Reunification can be an enormous challenge and takes a lot of planning. The Reunification Team is responsible for:</p> <ul style="list-style-type: none"> ● Setting up a secure reunion area. ● Checking student emergency cards for authorized releases. ● Completing release logs. ● Coordinating with the Public Information Officer on external messages. |
| <p>Safety Team / Facility & Security Response Team</p> | <p>The Facility & Security Response Team is responsible for:</p> <ul style="list-style-type: none"> ● Locating all utilities and turning them off, if necessary. ● Securing and isolating fire/HazMat. ● Assessing and notifying officials of fire/HazMat. ● Conducting perimeter control. |
| <p>PFA Support Team</p> | <p>The PFA Support Team is responsible for:</p> <ul style="list-style-type: none"> ● Assessing the need for onsite mental health support. ● Determining the need for outside agency assistance. ● Providing onsite intervention/counseling. ● Monitoring well-being of school Incident Management Team, staff, and students, and reporting all findings to the Operations Section Chief. |

3. Planning Section: Collects, evaluates, and disseminates information needed to measure the size, scope, and seriousness of an incident and to plan appropriate incident management activities.

Duties may include:

- Assist Incident Commander in the collection and evaluation of information about an incident as it develops (including site map and area map of related events), assist with ongoing planning efforts, and maintain incident time log.
- Document all activities on Chronological Log of Activities. [Appendix F](#)

4. Logistics Section: Supports incident management operations by securing and providing needed personnel, equipment, facilities, resources, and services required for incident resolution, coordinating

personnel; assembling and deploying volunteer teams, and facilitating communication among incident responders. This function may involve a major role in an extended incident.

Additional responsibilities include:

- Establish and oversee communications center and activities during an incident (two-way radio, battery-powered radio, written updates, etc.), and develop telephone tree for after-hours communication.
- Establish and maintain school and classroom preparedness kits, coordinate access to and distribution of supplies during an incident, and monitor inventory of supplies and equipment.
- Document all activities on Chronological Log of Activities. [Appendix F](#)

5. Finance/Administration Section: Oversees all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement, and recovering school records following an incident.

Additional duties may include:

- Assume responsibility for overall documentation and recordkeeping activities; when possible, photograph or videotape damage to property.
- Develop a system to monitor and track expenses and financial losses, and secure all records..
- Document all activities on Chronological Log of Activities. [Appendix F](#)

This section may not be established onsite at the incident. Rather, the school superintendent/principal and school district management offices may assume responsibility for these functions.

B. Coordination With Safety Team

In complex incidents, a Safety Team will be convened at the school district Emergency Operations Center (EOC). The role of the Safety Team is to:

- Support the on-scene Incident Commander.
- Provide policy and strategic guidance.
- Help ensure that adequate resources are available.
- Identify and resolve issues common to all organizations.
- Provide factual information, both internally and externally through the Incident Commander.

The Bayard Public School Superintendent/Principal/Incident Commander will keep the Safety Team informed.

C. Local Emergency Operations Plan (LEOP)

The Morrill County School District maintains a district Emergency Operations Plan (EOP) to address hazards and incidents in their district. The Bayard Public School EOP has been developed to fit into the larger local county EOP in the case of a large-scale incident. Staff members that maintain and exercise the plan are in frequent contact with Region 21 Emergency Manager. School district boundaries are within Region 21, 22, and 23 Emergency Management. All facilities are located within Region 21.

D. Coordination With First Responders

An important component of the Bayard Public School EOP is a set of interagency agreements with various county agencies to aid timely communication. These agreements help coordinate services between the agencies and Bayard Public School.

Various agencies and services include county governmental agencies such as mental health, law enforcement, emergency management, and fire/rescue departments. The agreements specify the type of communication and services provided by one agency to another. These agreements also make school personnel available beyond the school setting in an incident or traumatic event taking place in the community.

If a school incident is within the authorities of the first-responder community, command will be transferred upon the arrival of qualified first responders. A transfer of command briefing shall occur. The school Incident Commander may be integrated into the Incident Command structure or assume a role within a Unified Command structure.

E. Source and Use of Resources

Bayard Public School will use its own resources and equipment to respond to incidents until incident response personnel arrive. The following organizations or agencies have agreed to be responsible for providing additional resources or assistance:

- First aid kit and sanitation supplies will be provided by: Morrill County Community Hospital, Name of Person Robin Stuart CEO (308) 631-3427.
- Cots and bedding supplies will be provided by: American Red Cross, Name of Person: Douglas Evarets (308) 210-4566
- Food/water supplies will be provided by: Tiger Paws, Name of Person: Cindy Schanhols (308) 637-7248
- Security will be provided by: Bayard Police Department Name of Person: Zak Douglass (308) 262-0408
- Counseling services will be provided by: ESU13 Name of Person: Andrew Dick
- Transportation- Bridgeport Public Schools, Name of Person: Chuck Lambert
- Portable Restrooms- AA Porta Potties 308-635-2229

Sample Memorandums of Understanding (MOU)

- [Appendix G1: Local Business](#)
- [Appendix G2: Interlocal Agreement](#)
- [Appendix G3: Emergency Response Entities](#)
- [Appendix G4: County Sample](#)

V. COMMUNICATIONS

Communication is a critical part of incident management. This section outlines Bayard Public Schools communications plan and supports its mission to provide clear, effective internal and external communication between the school, staff, students, parents, responders, and media.

A. Internal Communications

1. Communication Between Staff/Faculty Members

Faculty and staff will be notified when an incident occurs and kept informed as additional information becomes available and as plans for management of the situation evolve. The following practices will be utilized to disseminate information internally when appropriate:

- **Remind Messaging** : A Remind Message is a simple, widely used system for notifying staff of an incident when they are not at school. The message originates with the superintendent/principal, who contacts the members of the Incident Management Team.
- **Email**: Email groups are established for all staff, elementary staff, and secondary staff.
- **Morning Faculty Meeting**: As appropriate, updated information about an incident will be presented at the morning faculty meeting. Any new procedures for the day will also be reviewed at this time.
- **End-of-Day Faculty Meeting**: As appropriate, update information and a review of the day's events will be presented at the end-of-day meeting. Staff will also have the opportunity to address any misinformation or rumors.

2. Communication With the School District Office

Principals and/or designees will remain in contact with the District Office.

B. External Communications

Communicating with the larger school community begins before an incident occurs. In the event of an incident, parents, media, and first responders will require clear and concise messages from Bayard Public School about the incident, what is being done about it, and the safety of the children and staff.

1. Communication With Parents

Before an incident occurs, Bayard Public School will:

- Discuss specific strategies with parents of students with special needs or trauma, the best way to support their children during an incident.
- Develop a relationship with parents so that they trust and know how to access alerts and incident information.
- Inform parents about the school's Emergency Operations Plan, its purpose, and its objectives. Information will be included in the school mailings and a presentation delivered at Back-to-School Packet.
- Identify parents who are willing to volunteer in case of an incident, include them in preparation efforts, and include them in training.
- Be prepared with translation services for non-English-speaking families and students with limited English proficiency.

During the incident, Bayard Public School will:

- Disseminate information via established communication channels (Remind, All-Call, Radio/News, Social Media, and Website.)
- Implement the plan to manage phone calls and parents who arrive at school.
- Provide relevant updates and information as determined by the Incident Commander and Public Informations Officer.
- The Psychological First Aid Team will provide information regarding possible reactions of students and ways to talk with them.
- Inform parents and students when and where school will resume.

After an incident, Bayard Public School administrators will schedule an After Action Review.

2. Communication With Media

Incident Commander will:

- Designate a Public Information Officer.
- Establish an off-campus briefing area for media representatives. (Media Briefing Area)
- Coordinate messages with the superintendent/principal and Safety Team.

All Bayard Public School employees are to refer requests for information and questions to the designated Public Information Officers or Joint Information Center. Templates for statements/press releases to the media, including standard procedures and protocols, have been developed and are included in this link:

The link below contains several pre-developed messages that Public Information Officers can use for different events. Public Information Officers should practice delivering the three key messages, then work their way through the supporting points when needed. These messages were developed by Nebraska's Behavioral Health Risk Communication Cadre – professionals with special expertise and knowledge of risk communication and threat assessment. The group meets quarterly to discuss emergency plans and information related to behavioral health.

<http://disastermh.nebraska.edu/files/archive/DHHS%20Disaster%20Behaviorial%20Health%20Risk%20Messages%20-%20June%202019.pdf> [Appendix H](#)

Media contacts at the major television, Internet, and radio stations are maintained by the Public Information Officer (PIO) or superintendent/principal's executive assistant. In the case of an incident, these media contacts will broadcast Bayard Public School's external communications for parents and guardians.

3. Handling Rumors

In addressing rumors, the most effective strategy is to provide facts as soon as possible. To combat rumors, Bayard Public School will:

- Provide appropriate information to internal groups including administrators, teachers, students, custodians, secretaries, instructional assistants, cafeteria workers, and bus drivers. These people are primary sources of information and are likely to be contacted in their neighborhoods, at grocery stores, etc.
- Designate and brief personnel answering calls to help control misinformation.
- Maintain communication with community representatives directly associated with the school.
- Enlist the help of the media to provide frequent updates to the public, particularly providing accurate information where rumors need to be dispelled.

- Consistent statement is provided as a response to possible questions.

4. Communication With First Responders

The Incident Commander will maintain communication with first responders during an incident. Transfer of command will occur when first responders arrive on the scene to assume management of the incident under their jurisdiction. Bayard Public School exercises the School EOP with first responders to practice effective coordination and transfer of command.

5. Communication After an Incident (Recovery Process)

After the safety and status of staff and students have been assured, and emergency conditions have abated following an incident, staff/faculty will assemble to support the restoration of the school's educational programs. Defining mission-critical operations and staffing will be a starting point for the recovery process. Collecting and disseminating information will facilitate the recovery process.

The staff/faculty teams will:

- Conduct a comprehensive assessment of the physical and operational recovery needs.
- Assess physical security, data access, and all other critical services (e.g., plumbing, electrical).
- Examine critical information technology assets and personnel resources, and determine the impact on the school operations for each asset and resource that is unavailable or damaged.
- Document damaged facilities, lost equipment and resources, and special personnel expenses that will be required for insurance claims and requests for state and federal assistance.
- Provide detailed facilities data to the school district office so that it can estimate temporary space reallocation needs and strategies.
- Arrange for ongoing status reports during the recovery activities to: a) estimate when the educational program can be fully operational; and b) identify special facility, equipment, and personnel issues or resources that will facilitate the resumption of classes.
- Educate school personnel, students, and parents on available crisis counseling services.
- Apprise the Morrill County Office of Emergency Management.

The school district will:

- Review the use of the ICS and identify areas for modification.
- Identify recordkeeping requirements and sources of financial aid for state and federal disaster assistance.
- Monitor absentee policies for teachers/students after an incident.
- Establish an agreement with mental health organizations to provide counseling to students and their families after an incident.
- Develop alternative teaching methods for students unable to return immediately to classes: correspondence classes, videoconferencing, telegroup tutoring, etc.
- Create a plan for conducting classes when facilities are damaged (e.g., alternative sites, half-day sessions, portable classrooms, alternative learning environment).
- Get stakeholder input on prevention measures that can be incorporated into short-term and long-term recovery plans.

C. Communication Tools

Some common internal and external communication tools that Bayard Public School may use include the following:

- **Landline Phone:** A designated school telephone number as a recorded "hotline" for parents to call for information during incidents. The goal is to keep other telephone lines free for communication with first responders and others.
- **All-Call System:** Reverse 911 call messaging system.
- **Cell phones:** These phones may be the only tool working when electric service is out; they are useful to faculty/staff enroute to or from a site.
- **App:** Remind, Social Media, Bayard Public School's Website, Navigate 360
- **Intercom systems:** The intercom system includes teacher-initiated communication with the office using a handset rather than a wall-mounted speaker.
- **Bullhorns and megaphones:** A battery-powered bullhorn is part of the school's emergency to-go kit to address students and staff who are assembling outside the school. Procedures governing storage and use will help ensure readiness for use.
- **Two-way radio:** Two-way radios provide a reliable method of communication between rooms and buildings at a single site. All staff will be trained to understand how to operate the two-way radio.
- **Computers:** A wireless laptop computer may be used for communication both within the school and to other sites. Email may be a useful tool for updating information for staff, other schools in an affected area, and the district superintendent. An assigned staff member(s) will post information such as school evacuation, closure, or relocation on the home page of the school and district Website (insert your school's website URL).
- **Fax machines:** Possible uses include off-campus accidents where lists of students and staff members involved, their location and needed telephone numbers can be quickly and accurately communicated. Medical information, release forms, and authorizations include the designated fax number.
- **Alarm systems:** Bells or buzzers are in place and sound in different ways to signal different types of incidents - for example, fire lockdown or special alert (with instructions to follow). All staff/ faculty, support staff, students, and volunteers will be trained on what the sounds mean and how to respond to them.
- **Whistles:** Whistles should be included in crisis kits in order to signal a need for immediate attention or assistance.

VI. ADMINISTRATION, FINANCE, AND LOGISTICS

A. Agreements and Contracts

If school resources prove to be inadequate during an incident, Bayard Public School will request assistance from local emergency services, other agencies, and industry in accordance with existing mutual aid agreements and contracts (see Section IV, Direction, Control, and Coordination, for specific details). Such assistance includes equipment, supplies, and/or personnel. All agreements are entered into by authorized school officials and are in writing. Agreements and contracts identify the school district officials authorized to request assistance pursuant to those documents.

All pre-negotiated agreements and contracts are included in [Appendix I](#) (District created).

B. Recordkeeping

1. Administrative Controls

Bayard Public School is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support incident management operations. These administrative controls will be done in accordance with the established local fiscal policies and standard cost accounting procedures.

2. Activity Logs

The ICS Section Chiefs will maintain accurate Chronological Logs of Activities [Appendix F](#) recording key incident management activities including:

- Basic documentation by each role or position responsibilities with time and completed by whom.
- Activation or deactivation of incident facilities.
- Significant changes in the incident situation.
- Major commitments of resources or requests for additional resources from external sources.
- Issuance of protective action recommendations to the staff and students.
- Evacuations.
- Casualties.
- Containment or termination of the incident.

C. Incident Costs

1. Annual Incident Management Costs

The ICS Finance and Administration Section is responsible for maintaining records summarizing the use of personnel, equipment, and supplies to obtain an estimate of annual incident response costs that may be used in preparing future school budgets. [Appendix E2](#) (District Created)

2. Incident Costs

The ICS Finance and Administration Section Chief will maintain detailed records of costs for incident management and operations to include:

- Personnel costs, especially overtime costs.
- Equipment operations costs.
- Costs for leased or rented equipment.

- Costs for contract services to support incident management operations.
- Costs of specialized supplies expended for incident management operations.

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

D. Preservation of Records

In order to continue normal school operation following an incident, vital records must be protected. These include legal documents and student files as well as property and tax records. The likely causes of damage to records are fire and water; therefore, essential records should be protected accordingly (e.g., electronic, redundant backup, offsite electronic version). Details are outlined in the Continuity of Operations (COOP) Procedures, a functional system of this plan.

VII. PLAN DEVELOPMENT, MAINTENANCE, AND DISTRIBUTION

The Safety Team (including community partners) is responsible for the overall maintenance and revision of the Bayard Public School EOP. The Safety Team is responsible for coordinating, training, and exercising the School EOP. The Team is expected to make recommendations for revising and enhancing the plan.

School staff should be included for input regarding the EOP. They should receive information and training on procedures and protocols identified within the EOP. In addition, they should be included in exercises and drills to enhance the effectiveness of response. The school staff should also be included in the debriefing exercise review and be given the opportunity to provide input for future enhancements.

The local school board and the superintendent are responsible for approving and promulgating this plan. Community fire/rescue, law enforcement, and emergency managers' approval and suggestions will also be requested.

A. Approval and Dissemination of the Plan

The superintendent and principals will initiate the annual review of the EOP following the steps below. The local school board will approve the plan.

- Review and Update the Plan.
- Present the Plan to the local school board. (for Comment or Suggestions)
- Obtain Plan Approval Annually. (local school board)
- Distribute the Plan. [Appendix J](#)

1. Record of Changes

Each update or change to the plan will be tracked on Page 2 of this document. The record of changes will include: the change number, the date of the change, and the name of the person who made the change (the date the school board was informed/approved). The record of change will be in table format and maintained by the Safety Team.

2. Record of Distribution

Copies of plans and systems will be distributed to those tasked in this document. The record of distribution will be kept as proof that tasked individuals and organizations have acknowledged their receipt, review, and/or acceptance of the plan. The Safety Team will indicate the title and name of the person receiving the plan, the agency to which the receiver belongs, the date of delivery, and the number of copies delivered. [Appendix J](#)

B. Plan Review and Updates

The basic plan and its systems will be reviewed annually by the Safety Team, emergency management agency, law enforcement, fire/rescue, school board, and others deemed appropriate by school administration. The superintendent will establish a schedule for annual review of planning documents.

The School EOP will be updated based upon deficiencies identified during incident management activities and exercises and when changes in threat hazards, resources and capabilities, or school structure occur.

C. Training and Exercising the Plan

(Definitions)

Drill: The primary objective of a drill is for participants to build muscle memory, and practice an action to use in various events or situations. A secondary objective is for the people who are administering the drill to validate

procedures, clarify roles and identify operational process gaps. In the school safety context, it is critical to distinguish between drills and exercises. Drills are for staff and students, and are educational opportunities to practice a life skill.

Exercise: The overall learning objective of an exercise is to test response, capacity and resources across the system. An exercise often includes a description or enactment of an incident, depending on the type of exercise that's being conducted. Exercises are broader in scope. These typically present a hypothetical emergency scenario (hurricane, earthquake, biochemical emergency, etc.) designed to encourage people to think on their toes, work together, and apply lessons learned from Drills.

Tabletop Exercise: is a roundtable session administered by a facilitator. Team members discuss their roles and share observations regarding a simulated emergency scenario. It's designed to test each team's ability to refer and react to their role in the emergency plan, as well as their readiness to communicate with other teams as needed. These usually run a few hours in duration, and are highly valuable for identifying the unique threats in each community.

Functional Exercises: typically focus on specific team members and/or procedures, and are often used to identify process gaps associated with multi-agency coordination, command and control. In a Functional Exercise, participants perform their duties in a simulated emergency environment.

Full-scale Exercise: is similar in execution to a functional exercise, and is as close to the real thing as possible. It can include employees from multiple functions, community first responders, local businesses, and regulatory agencies. This type of exercise should utilize, to the extent possible, the actual systems and equipment that would be dispatched during a real event. From a duration stand-point, full-scale exercises often take place over the course of an entire business day.

Basic training and refresher training sessions will be conducted during in-service days for all school personnel in coordination with local fire, law enforcement, and emergency managers.

School EOP training will include:

- Hazard and incident awareness training for all staff.
- Orientation to the School EOP.
- First Aid and CPR/AED training for designated staff.
- Team training to address specific incident response or recovery activities, such as Parent-Student Reunification, Special Needs, and Relocation.
- Online FEMA courses: ICS 100, IS-362, and IS-700 for assigned staff. Courses are available for free at FEMA's Emergency Management Institute Website.

Additional training will include drills, tabletop, and functional exercises. Drills will be conducted at least once per semester. Exercises will occur at least once per school year. Records of the training provided including date(s), type of training, and participant roster will be maintained. Approved parent volunteers and community members will also be incorporated into larger training efforts.

[Appendix K1: Record of Trainings](#)

[Appendix K2: Schedule/Record of Drills](#)

[Appendix K3: Record of Exercises](#)

VIII. AUTHORITIES AND REFERENCES

The following regulations are the State authorizations and mandates upon which this School EOP is based. These authorities and references provide a legal basis for incident management operations and activities.

Rule 10

- 011.01B Each school system has a safety and security plan for the schools' in the system. The plan addresses the safety and security of students, staff and visitors. The plan is approved by the local governing body.
- 011.01C Each school system has a school safety committee which includes representatives of faculty, parents and the community. The committee meets at least annually to prepare and/or review safety and security plans and procedures including emergency plans and procedures.
- 011.01D The school systems safety and security plan(s) are reviewed annually by one or more persons not on the local school system safety committee and not an employee of the school system. The review will include a visit to school buildings to analyze plans, policies and procedures, and practices and recommendations. Any recommendations made as a result of the analysis are forwarded to the head administrator and to the school safety committee to be considered in making revisions to the plan.

79-2,143. State school security director; appointment.

The position of state school security director is created within the State Department of Education. The Commissioner of Education shall appoint the director based on experience, knowledge, and skills in the field of school security.

79-2,144. State school security director; duties.(those included are specific to EOP)

The state school security director appointed pursuant to section 79-2,143 shall be responsible for providing leadership and support for safety and security for the public schools. Duties of the director include, but are not limited to:

- (1) Collecting safety and security plans, required pursuant to rules and regulations of the State Department of Education relating to accreditation of schools, and other school security information from each school system in Nebraska. School districts shall provide the state school security director with the safety and security plans of the school district and any other security information requested by the director, but any plans or information submitted by a school district may be withheld by the department pursuant to subdivision (8) of section 84-712.05;
- (4) Identifying deficiencies in school security based on the minimum standards adopted by the State Board of Education and making recommendations to school boards for remedying such deficiencies;
- (5) Establishing security awareness and preparedness tools and training programs for public school staff;
- (8) Establishing tornado preparedness standards which shall include, but not be limited to, ensuring that every school conducts at least two tornado drills per year;

GUIDANCE: Authority for this Plan is contained in:

- A. Public Law 81-920 (Federal Emergency Management Act of 1950) as amended;
- B. Public Law 93-288 (Disaster Relief Act of 1974) as amended by PL 100-707;
- C. Public Law 99-499 (Superfund Amendments and Reauthorization Act of 1986) as amended;
- D. 44 CFR, Part 302, Emergency Management: State and Local Emergency Management Assistance (EMA), October 2011, as amended;
- E. RRS Sections 81-829.36 to 81-829.75, Nebraska Emergency Management Act of 1996, as amended, Cum. Supp. 2002;
- F. Nebraska Administrative Code, Chapter 7; Nebraska Emergency Management Agency Title 67, July 21, 2001;

- G. Nebraska Revised Statutes 81-201 (Reissue 1996), 54-701 (reissue 1998 and Cum. Supp. 2002, and 54-1180 to 54-1182 (Reissue 1998 and Cum. Supp. 2002), (Nebraska Department of Agriculture's general response procedures); 2-1072 to 2-10, 117, the Plant Protection and Pest Act; and 54-847 to 54-863, (Reissue 1998) the Commercial Feed Act; 81-2,257 to 81-2,261 (Reissue 1996 and Cum. Supp. 2002), the Nebraska Pure Food Act; S2-3901 to 2-3911 (Reissue 1997 and Cum. Supp. 2002), the Nebraska Pasteurized Milk Law; 2-3913 to 2-3946 (Reissue 1997 and Cum. Supp. 2002), Manufacturing Milk Act;
- H. USC Title 21, section 134(a), (USDA response procedures for animal disease events);
- I. USC Title 7, sections 7701-7772, (USDA Plant Protection Act);
- J. 21 CFR, Parts 500-599 (Food, Drug, and Cosmetic Act);
- K. Homeland Security Presidential Directive (HSPD) 5 "Management of Domestic Incidents," 28 Feb. 2003;
- L. Presidential Policy Directive (PPD) 8 "National Preparedness" March 30, 2011;
- M. State of Nebraska, Executive Order 05-02, State Adoption of the National Incident Management System (NIMS), March 4, 2005.

Functional Systems

Note:

Functional Systems address all-hazard critical operational functions, including:

- Common procedures.
- Specialized procedures.

Each functional system describes the policies, processes, roles, and responsibilities for that function.

All functional systems should address:

- Situations under which the procedures should be used.
- Who has the authority to activate the procedures.
- Specific actions to be taken when the procedures are implemented.

Functional systems do not repeat content but rather build on the information within the basic plan. This section presents three sample functional systems.

Standard Response Protocol (SRP)

I. PURPOSE

When all schools work off the same plan for an immediate response, success can be achieved in keeping our students safe in all buildings and activities, in any setting throughout the state. The statewide plan includes the use of a common language, common signage, and common protocol and when applied in all schools across the state will provide the safest and most secure settings possible.

Weather events, fires, accidents, intruders and other threats to student safety are scenarios that are planned and trained for by school and district administration and staff. A statewide approach is necessary to enhance the preparation of all students, staff, and parents to respond immediately as protocol to any incident.

- For students, a common plan provides continuity of expectations and actions in any school and community setting throughout the state.
- For school staff, a common plan clarifies procedures and lends to simplified training and practice.
- The common language and protocols assist first responders with greater predictability throughout the duration of any incident.
- The expected procedures afford parents greater understanding of risk and can reduce the level of their stress.

In cases of an incident requiring a school to either secure, lockdown, evacuate and shelter or hold, the following procedure should be adhered to by students, staff, and parents.

GUIDANCE: SRP also acknowledges that some school incidents involve a tactical response from law enforcement, and suggests consulting with local law enforcement to share your specific, simple actions.

II. SCOPE

The Standard Response Protocol (SRP) is based not on individual scenarios but on the response to any given situation. Like the Incident Command System (ICS), SRP demands a specific vocabulary but also allows for greater flexibility. The premise is simple - there are four specific actions that can be performed during an incident.

Secure: is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Shelter: is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved)

III. RESPONSIBILITIES

To implement the Standard Response Protocol:

- All staff and students will undergo training and participate in incident management training and drills.
- Staff and bus drivers assigned to work with special needs students will undergo in-depth training.
- Emergency management and response personnel will review and provide input into the plan.

IV. SPECIALIZED PROCEDURES

Mobile AED Life Station is available for all outside activities.

All coaches submit emergency action plans for their sport and provide them to the AD

IN AN EMERGENCY TAKE ACTION



HOLD! In your room or area. Clear the halls.

STUDENTS

Remain in the area until the "All Clear" is indicated

ADULTS

Close and lock door
Business as usual
Account for students and adults



SECURE! Get inside. Lock outside doors.

STUDENTS

Return inside
Business as usual
Monitored entry or controlled release of students as information increases

ADULTS

Bring everyone indoors
Lock outside doors
Increase situational awareness
Business as usual
Account for students and adults



LOCKDOWN! Locks, lights, out of sight.

STUDENTS

Move away from sight
Maintain silence
Do not open the door

ADULTS

Lock interior doors
Turn out the lights
Move away from sight
Do not open the door
Maintain silence
Account for students and adults
Prepare to evade or defend



EVACUATE! (A location may be specified)

STUDENTS

Evacuate to specified location
Bring your phone
Instructions may be provided about retaining or leaving belongings

ADULTS

Lead evacuation to specified location
Account for students and adults
Notify if missing, extra or injured students or adults



SHELTER! Hazard and safety strategy.

STUDENTS

| Hazard | Safety Strategy |
|---------------|--------------------------|
| Tornado | Evacuate to shelter area |
| Hazmat | Seal the room |
| Earthquake | Drop, cover and hold |
| Tsunami | Get to high ground |

ADULTS

Lead safety strategy
Account for students and adults

Standard Reunification Method (SRM):

GUIDANCE: There Are Two Teams:

- The Impacted Site Team -Their Objective is to Safely Transport Students to the Reunification Site
- The Reunification Site Team -Their Objective is to Reunify Every Student that can be Reunified

I. Purpose

One critical aspect of crisis response is accountable reunification of students with their parents or guardians in the event of a school crisis or emergency. The Standard Reunification Method provides school and district safety teams with proven methods for planning, practicing and achieving a successful reunification.

Crisis recovery starts with the crisis, not after. Without a plan to reunite students and parents, more than just the mental health demands which accompany a crisis are ignored; the responsibility of the school and district in maintaining the chain of custody for every student can be lost. No school is immune to emergencies; fires, floods, tornadoes, blizzards, power outages, bomb threats, acts of violence -- this is just a short list of events that could initiate a release and reunification for a school or district.

II. Scope

Circumstances may occur at the school that require parents to pick up their students in a formalized, controlled release. This process is called a Reunification and may be necessary due to weather, a power outage, hazmat or if a crisis occurs at the school. The Standard Reunification Method is a protocol that makes this process more predictable and less chaotic for all involved. Because a reunification is not a typical end of school day event, a reunification may occur at a different location than the school a student attends. If this location is another school, then those students may be subject to a controlled release as well.

A predetermined, practiced reunification method ensures the reunification process will not further complicate what is probably already a chaotic, anxiety-filled scene. In fact, putting an orderly reunification plan into action will help defuse the emotion building at the site.

A reunification typically occurs because of a crisis or emergency. Consequently, not just students and parents are trying to function at extraordinary stress levels; staff, their families and other first responders also feel the strain. By having a defined process with signage, cards, branding, procedures and protocols, the school presents an organized, calm face to all involved. Fear or uncertainty often results from the unknown. By adopting, communicating and practicing a “known” procedure, the school removes some of that uncertainty.

SRM Operations Guide can be found at: <https://iloveguys.org/srm.html#>

The SRM Process in a Nutshell

The materials provide the fundamentals for a comprehensive district plan. The beauty of the Standard Reunification Method is its simplicity in the following steps:

- Establish a parent check-in location.
- Deliver the students to the student staging area, beyond the field of vision of parents/guardians.
- Once students are on site, notify parents of location.
- “Greeters” direct parents/guardians to the parent check-in location, and help them understand the process.
- Parents/guardians complete Reunification Cards.
- Procedure allows parents/guardians to self-sort during check in, streamlining the process.
- The “Reunifier” recovers students from the student staging area and delivers to the parent.

- Controlled lines of sight allow for an orderly flow, and issues can be handled with diminished drama or anxiety.
- Medical, notification, or investigative contingencies are anticipated.
- Pedestrian “flows” are created so lines don’t cross.
- When it’s all said and done, successful reunification is about managing the student and parent experience.

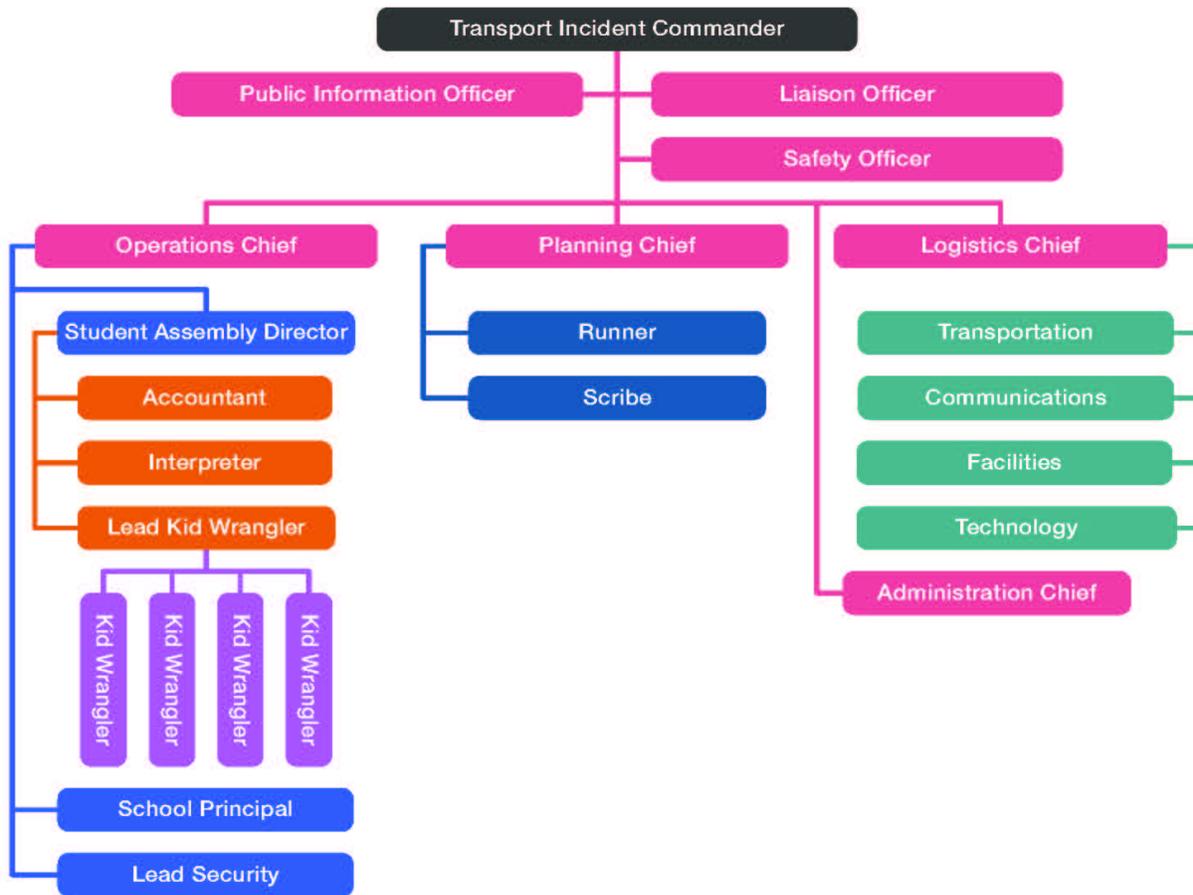
The Reunification Operations Kit (ROK) which are ready made SRM materials can be found at:

<https://iloveguys.org/srm.html#rok>

[Transport Organization Chart](#) (Fillable) [Appendix L1](#)

[Offsite Reunification Organization Chart](#) (Fillable) [Appendix L2](#)

SAMPLE TRANSPORT ORGANIZATION CHART



SAMPLE OFFSITE REUNIFICATION ORGANIZATION CHART



SRM Staging the

STEP 1 ESTABLISH ONSITE INCIDENT COMMAND

The first step in staging for transport is establishing School Incident Command at the affected school. Integrating with Unified Command should be a priority.



Priorities: Student and staff safety and wellbeing
Student and staff whereabouts and condition
Assemble affected school command staff
Integrate with Unified Command
Joint Information Center established

Objectives: Safe transport of students and staff to reunification site

Strategy: The Standard Reunification Method

Tactics: Will be determined by the environment

STEP 2 CLASSROOM EVACUATION

Classrooms are individually evacuated to the Secure Assembly Area. During a Police Led Evacuation, students and staff will be asked to keep their hands visible.



If it is a Police Led Evacuation after a Lockdown, each room will be cleared by Law Enforcement personnel. This process may take up to several hours. Teacher should take attendance in the classroom, prior to evacuation.

STUDENTS WITH DISABILITIES

The Individuals with Disabilities Act mandates additional supports for students with special education needs in a school setting. These supports would also function to provide supervision and assistance to students with disabilities during emergency situations.



SRM Actions and

COMMUNITY ACTION PARENTS WILL BEGIN TO ARRIVE

Parents will be arriving at the impacted school. Often with a Lockdown event, adjoining schools will go into Lockout. Parents may be arriving at those schools as well.



REUNIFICATION SITE MOBILIZE REUNIFICATION TEAM

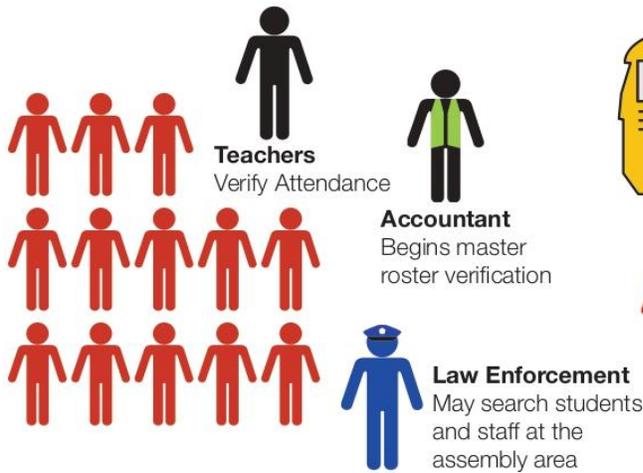
Contacting the Superintendent and determining the Reunification Site are among the first actions taken. If the site is another school, early release may be necessary.



School for Transport

STEP 3 SECURE ASSEMBLY AREA

At the Secure Assembly Area it is preferable that teachers stay with their students. If some teachers are unable to be at the Secure Assembly Area, doubling up classes with "Partner" teachers is appropriate.



STEP 4 STUDENT AND STAFF TRANSPORT

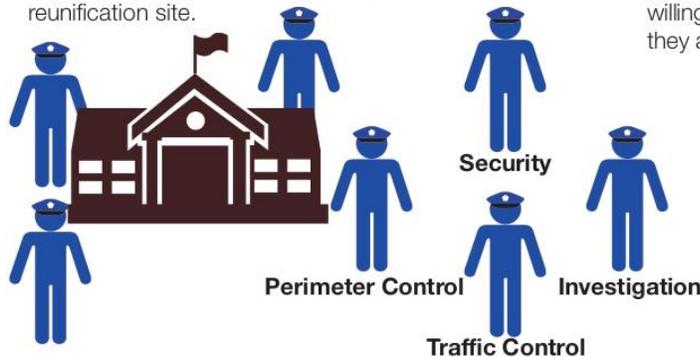
Students and staff board the bus and are transported to the Reunification Site. Buses having audio video systems can be utilized for further accountability by having students face the camera and state their name.



Considerations

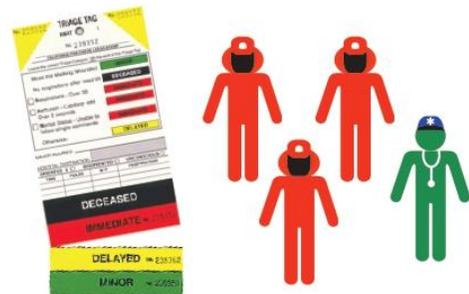
LAW ENFORCEMENT SUPPORT AND INVESTIGATIONS

Regardless of criminal activity, law enforcement support will be necessary at both the impacted school and the reunification site.



FIRE AND EMS CASUALTY CARE

If necessary, Fire and EMS will establish Casualty Collection, Triage and Transport areas. Many fire departments are also willing to assist in the transport and reunification process, if they are not actively responding to crisis.



CONTINUITY OF OPERATIONS (COOP) PLAN

I. PURPOSE

The purpose of these Continuity of Operations Plan (COOP) is to ensure that there are procedures in place to maintain or rapidly resume essential operations within the school after an incident that results in disruption of normal activities or services to the school. Failure to maintain these critical services would significantly affect the education and/or service mission of the school in an adverse way.

Continuity of operations planning is required by Nebraska State Statute 79-2,144.

II. SCOPE

It is the responsibility of Bayard Public School officials to protect students and staff from incidents and restore critical operations as soon as it is safe to do so. This responsibility involves identifying hazards, threats, and incidents, and preparing for and responding to incidents, and managing the recovery. These COOP procedures are written to address these responsibilities before, during, and after times of routine work schedules. They apply to Bayard Public School, 726 4th St Bayard, Nebraska.

III. RESPONSIBILITIES

The COOP plan outlines actions needed to maintain and/or rapidly resume essential academic, business, and physical services after an incident. Bayard Public School relies on strong internal and external communication systems and partnerships with contractors and organizations to quickly recover following an incident.

GUIDANCE: A COOP plan should address the following nine elements to help ensure that after a large emergency that significantly impacts the school occurs, teaching and learning continues; physical aspects of the school and campus are addressed, such as identification of an alternate site and provision of classroom equipment, books, and material; business functions continue to operate; and appropriate emotional and psychological support is provided to students, teachers, and staff.

- 1. GUIDANCE:** Define Essential Functions. The planning team should identify all of the functions performed by the district or school and determine which are critical, and need to continue during and after an emergency. One essential function the team will likely readily identify is continuity of education, which includes teaching and learning, special education and related services, and school-based medical services and food programs. Other essential functions may include communications (internal and external), computer and systems support, facility use/maintenance, business services (e.g., payroll), and the provision of safety, security, mental and behavioral health services. Examples of non-essential functions may include after-school activities, professional development/educator training, sporting events, and field trips.

The delegation of authority and management responsibilities in event of an incident follows the hierarchy outlined in previous sections. Designated school staff/faculty COOP plan personnel, in conjunction with the principal, will perform the essential functions listed below.

Essential Functions Performed by COOP Plan Personnel

| Person Responsible | Actions |
|---------------------------|---|
| Superintendent /Principal | <ul style="list-style-type: none">• Determine when to close schools, and/or send students/staff to alternate locations.• Disseminate information internally to students and staff.• Communicate with parents, media, and the larger school community. |

| | |
|--|---|
| | <p>Brief and train staff regarding their additional responsibilities.</p> <ul style="list-style-type: none"> Identify a line of succession, including who is responsible for restoring which business functions for schools/districts. |
| Primary Person: Travis Miller | Phone/Email: (308) 641-5489 travis.miller@bayardtigers.org |
| Alternate: Kelley Rice | Phone/Email: (308) 631-6930 kelley.rice@bayardtigers.org |
| Second Alternate: Matt McLaughlin | Phone/Email: (316)833-1354 matt.mclaughlin@bayardtigers.org |
| | |
| Assistant Principal and/or Department Heads | <ul style="list-style-type: none"> Ensure systems are in place for rapid contract execution after an incident. Identify relocation areas for classrooms and administrative operations. Create a system for registering students. (out of district or into alternative schools) Secure and provide needed personnel, equipment and supplies, facilities, resources, and services required for continued operations. Identify strategies to continue teaching. (e.g., remote learning) Reevaluate the curriculum. |
| Primary Person: Candace Ehler | Phone/Email: (308)641-0584 candace.ehler@bayardtigers.org |
| Alternate: Zach Nesbitt | Phone/Email: (308)672-2411 zach.nesbitt@bayardtigers.org |
| Second Alternate: Colton Ehler | Phone/Email: (308)631-8349 colton.ehler@bayardtigers.org |
| | |
| Custodians/ Maintenance Personnel | <ul style="list-style-type: none"> Work with local government officials to determine when it is safe for students and staff to return to the school buildings and grounds. Manage the restoration of school buildings and grounds. (e.g., debris removal, repairing, repainting, and/or re-landscaping) |
| Primary Person: Roberto Gonzales | Phone/Email: (308)225-1277 roberto.gonzales@bayardtigers.org |
| Alternate: Jeff Erdman | Phone/Email: (308) 641 -5663 jeff.erdman@bayardtigers.org |
| Second Alternate: Jon Coon | Phone/Email: (308) 631-7356 jon.coon@bayardtigers.org |
| | |
| School Secretary/ Office Staff | <ul style="list-style-type: none"> Maintain inventory. Maintain essential records (and copies of records) including the school's insurance policy. Ensure redundancy of records is kept at a different physical location. Secure classroom equipment, books, and materials in advance. Restore administrative and recordkeeping functions such as payroll, accounting, and personnel records. |

| | |
|--|---|
| | <ul style="list-style-type: none"> ● Retrieve, collect, and maintain personnel data. ● Provide accounts payable and cash management services. |
| Primary Person: Heather Oliverius | Phone/Email: (308) 631-9339 heather.oliverius@bayardtigers.org |
| Alternate: Cindy Korell | Phone/Email: (308) 279- 1552 cindy.korell@bayardtigers.org |
| Second Alternate: Cortney Schuller | Phone/Email: (308) 641-2138 cortney.schuller@bayardtigers.org |
| | |
| Counselors, Social Workers, Psychologists | <ul style="list-style-type: none"> ● Ensure all students have electronic access and equipment. ● Establish academic and support services for students and staff/faculty. ● Implement additional response and recovery activities according to established protocols. ● Maintain continual contact with families and students. |
| Primary Person: Linde Rafferty | Phone/Email:(308) 778-6765 linde.rafferty@bayardtigers.org |
| Alternate:Julie Cochrane | Phone/Email: (308) 631-2265 julie.cochrane@bayardtigers.org |
| Second Alternate: Jessica Radford | Phone/Email: (402)530-1608 radfordjh@gmail.com |
| | |
| School Nurses/Health Assistants | <ul style="list-style-type: none"> ● Assist families with medical questions and concerns. ● Connect families/students with medical services. |
| Primary Person:Justine Jobman | Phone/Email:(308) 250-3447 justine.jobman@bayardtigers.org |
| Alternate: Zach Nesbitt | Phone/Email:(308) 672-2411 zachary.nesbitt@bayardtigers.org |
| Second Alternate: Cheri Scott | Phone/Email: 308-279-0345 |
| | |
| Food Service /Cafeteria Workers | <ul style="list-style-type: none"> ● Determine how transportation and food services will resume. ● Establish food security for any student. |
| Primary Person: Rene Harter | Phone/Email:(605) 840-4373 rene.harter@bayardtigers.org |
| Alternate: Connie Dickey | Phone/Email: (308) 225-2176 connie.dickey@bayardtigers.org |
| Second Alternate: New Hire | Phone/Email: |
| | |

| | |
|-----------------------------------|--|
| Teachers | <ul style="list-style-type: none"> • Develop Continuity of Learning Plan for students. • Alternative Education (web-based, electronic) (I.T.) • Provide educational feedback on completed student work. • Maintain continual contact with families and students. • Continue the learning environment as best possible. • Communicate with counselors any concerns on the well-being of students. |
| Primary Person: Cheryl Ferrero | Phone/Email:(308)631-6127 cheryl.ferrero@bayardtigers.org |
| Alternate: Micki McKibbin | Phone/Email: (308)641-1873 micki.mckibbin@bayardtigers.org |
| Second Alternate: Holly Nolte | Phone/Email: (308) 279-1349 holly.nolte@bayardtigers.org |
| | |
| Transportation | <ul style="list-style-type: none"> • Assist in the distribution of food/lunches. • Assist in transportation of people as needed. |
| Primary Person: Richard Pieper | Phone/Email:(308)672-3684 richard.pieper@bayardtigers.org |
| Alternate: Linda Safford | Phone/Email:(308) 672-1683 linda.safford@bayardtigers.org |
| Second Alternate: Crystal Hopkins | Phone/Email: (308) 641-2504 crystal.hopkins@bayardtigers.org |
| | |
| Emergency Management | <ul style="list-style-type: none"> • Assist the school with any needs. (i.e., state or federal agencies) • Coordinate using NIMS and ICS. • Coordinate personnel to assist in setting up structure. |
| Primary Person: Ron Leal | Phone/Email:(308)249-1310 region21em@region21.net |
| Alternate: Kay Anderson | Phone/Email:(308) 279-0947 |
| Second Alternate: Tim Newman | Phone/Email: (308) 765-2786 tnewman@scottsbluffcounty.org |
| | |
| Law Enforcement | <ul style="list-style-type: none"> • Maintain the security of off site location. • Set up traffic flow at an off site location. • Provide traffic control at the off site location. |
| Primary Person: Zak Douglass | Phone/Email:(308)262-0408 |
| Alternate: Milo Cardenas | Phone/Email:(308) 262-0408 |
| Second Alternate: Cheree Fisher | Phone/Email: (308) 262-0408 |
| | |

| | |
|--------------------------|--|
| | |
| Parents | <ul style="list-style-type: none"> ● Support the educational Continuity of Learning Plan provided by schools. ● Provide an environment at home conducive to learning. ● Provide support and encouragement to children for their continued learning. ● Procure food security if needed. |
| | |
| Students | <ul style="list-style-type: none"> ● Follow the educational Continuity of Learning Plan provided by the school. ● Maintain communication with teacher(s). |
| | |
| Others (Specific) | |
| Primary Person: | Phone/Email: |
| Alternate: | Phone/Email: |
| Second Alternate: | Phone/Email: |

All core COOP procedures personnel as well as senior staff will undergo training on executing the COOP procedures. Training will be designed to inform each participant of his/her responsibilities (and those of others) during implementation of COOP procedures.

Identified COOP procedures personnel will participate in exercises to test academic, physical, and business systems. Training will include testing the information technology (IT) systems and backup data including testing of offsite backup system data and IT operating systems in cooperation with the district office.

2. **GUIDANCE: Create Orders of Succession.** Orders of succession define who will play an active leadership role when regular leadership is unavailable. For example, the district may want to determine with the school who will serve as Interim Principal in the absence of the regular Principal. The first step in creating orders of succession is to create a list of alternates who would serve in an interim or acting capacity in the event that an administrator or manager is not available. This list should be approved by the school board and district administration.

Order of Succession

School to determine and place statements or charts here. In the table below, describe how successor(s) will be notified. List key positions, the titles of those who are the primary and secondary in the orders of succession, and any limitations for those titles. Address who will review and revise succession plans and insert completion date.

| Orders of Succession | |
|----------------------------------|---|
| Conditions for Succession | Key position holder(s) are unable to execute their duties for an extended period of time. |
| Method of Notification | <i>If the Superintendent is deemed unable to fulfil his/her duties the Business Manager will notify the board and send memo of succession to the staff and parents.</i> |

| Succession by Position | Key Position Title | Primary Succession Title | Secondary Succession Title | Time/Geographical/Organizational Limitations |
|---|--|----------------------------|----------------------------|--|
| | Superintendent | Secondary Principal | Elementary Principal | Until the Superintendent can return to duty or the Board names someone to the position in either an interim or permanent capacity. |
| | Elementary Principal | Special Education Director | Family Liaison Coordinator | Until the Principal can return to duty or the Superintendent names someone to the position in either an interim or permanent capacity (pending board approval). |
| | Secondary Principal | Special Education Director | Family Liaison Coordinator | Until the Principal can return to duty or the Superintendent names someone to the position in either an interim or permanent capacity (pending board approval). |
| | Special Education Director | Brandon Stuart | ESU13 | Until the Special Education Director can return to duty or the Superintendent names someone to the position in either an interim or permanent capacity (pending board approval). |
| | Activities Director | HS PE Teacher | Elem PE Teacher | Until the Activities Director can return to duty or the Superintendent names someone to the position in either an interim or permanent capacity. |
| Succession Revision Procedures/ Date | <i>Address who will review and revise the succession plans, and date revision is completed</i> | | | |

3. GUIDANCE: Identify Alternate Facilities and Locations. Depending on what are considered essential functions of the school or district, alternate locations should be identified that can be used if the primary school or its buildings can't be used. Alternate locations may include schools, administrative buildings, and other facilities. Essential functions or activities that need to be performed at an alternate location should also be identified, such as the provision of lunches through the National School Lunch Program (NSLP) or dispensing of medications. The following procedures will be followed by staff/faculty to assist in the execution of essential functions and the day-to-day operations.

A. Activation and Relocation

The principal will determine when to activate and implement the COOP procedures and make the decision to relocate to the alternate site. Authority for activation may be delegated. The activation may occur with or without warning. The principal or designee (with delegated authority) will activate the COOP procedures whenever it is determined the school is not suitable for safe occupancy or functional operation. The principal will also notify the district office and provide contact information for the relocation.

B. Alert, Notification, and Implementation Process

Each Building Principal or designee shall notify employees of COOP procedures activation and provide situation information via Remind, as available. Parents/guardians will be alerted and notified using the automated notification system and/or Remind as important information becomes available.

In the table below, identify the primary communication resources and alternates that would be used if necessary. Identify whether the alternate communications are internal or external, what data or services can be accessed, and indicate if they are redundant.

| Alternative Communications | | | | |
|----------------------------|---------------------------|---------------------------|---|-----------------|
| Device type/name | Internal Capability (Y/N) | External Capability (Y/N) | Data/System/Services that can be accessed | Redundant (Y/N) |
| Hand Held radios | Y | Y | Communications Center | N |
| Remind App | Y | Y | | |
| | | | | |
| | | | | |

C. Relocation Sites

Relocation sites have been identified as locations to establish management and to implement essential functions if warranted by an incident. Each school site will have more than one potential relocation site, in different wind directions from the incident site. One site can be accessed by walking and other site(s) by transportation services.

D. Alternate Facilities and Strategy

For estimated short-term (2 to 14 days) payroll will be handled remotely. For a longer term arrangement, schools in the immediate vicinity of Bayard would be utilized if possible. Contingent alternative facilities are listed below:

| Facility/Site Name | Alternate Sites Name/Location | Alternate Site Contact Information | Existing or Prepositioned Assets & Capabilities at Alternate Facility | Additional Resources Needed at Alternate Facility |
|--|--|------------------------------------|---|---|
| Primary Facility: Bayard Public Schools Elementary | Alternative Site: Minatare Public Schools | Rocky Robbins (308) 783-1232 | --Furniture: -- Internet access: --Office supplies: | Awaiting confirmation |
| Bayard High School | Secondary Site: Prairie Winds Community Center | Charlie Wallesen (308) 262-1825 | --Furniture: -- Internet access: --Office supplies | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

For each alternate facility, the essential resources, equipment, and software that will be necessary for resumption of operations at the site will be identified and plans developed for securing those resources. IT systems available at the site will need to be tested for compatibility with Bayard Public School's backup data.

4. GUIDANCE: Establish Plans for Communications Continuity. Communicating with stakeholders, such as students, parents/guardians, staff, teachers, the media, and community partners is important in any emergency and can be critical to ensuring continuity of operations. Effective and regular communication allows for all relevant persons to be kept up-to-date on actions the district and school is taking and what is required of them, if anything. To ensure that the district and school will be able to communicate in an emergency, when some lines of communication may not be working, back-up and redundant systems should be identified. For example, if electrical power to the region is lost during an emergency, parents and guardians could be told ahead of time that information will be provided on a notice board in front of the school.

Interoperable Communications/Backup Sites

With a longer term and/or more comprehensive incapacity of the building, Remote learning/work is the first option for relocation. Currently the lines and services for telephones and computers at Bayard Public Schools are maintained, protected, and backed up offsite by the district office.

5. GUIDANCE: Create a Plan for Accessing Vital Records. Vital records can be organized into two categories: 1) Emergency operations records, which include information such as staff contact information, orders of succession, and delegations of authority; and 2) Legal and financial records, which can include information such as personnel records, payroll records, contracts, and student data information such as emergency contact cards, medical records, and education records.

Vital Records and Retention File

Vital records are archived and/or retained on backup data systems stored off site.

| Vital Records: Emergency Operations Records | | |
|--|-----------------|---|
| Vital Record Name/Database | Location | Back-up/Alternate Record Location |
| Staff Contact List | Business Office | Navigate, Infinite Campus, EOP document |
| Orders of Succession | Business Office | EOP Plan Documents, Board Meeting Documents |
| Delegation of Authority | Business Office | EOP Plan Documents, Board Meeting Documents |
| | | |
| | | |
| | | |

| Vital Records: Legal & Financial Records | | |
|---|-------------------|--|
| Vital Record Name/Database | Location | Back-up/Alternate Record Location |
| Personnel Records | Business Office | Software Unlimited |
| Payroll Records | Business Office | Software Unlimited |
| Contracts | Business Office | Google |
| Student Emergency Contact List | Principal Offices | Infinite Campus |
| Student Medical Records | Nurse Office | Infinite Campus |
| Education Records | Principal Office | Safety Deposit Box Western States Bank |
| | | |
| | | |

6. **GUIDANCE:** Establish a Plan for Human Capital Management. Teachers and staff should be clear about what they are expected to do in an emergency and students and families should know how education would continue during and after a large emergency. Provisions and accommodations should also be provided for students who have an Individualized Education Program (IEP) and eligible students should still be provided medical and food services during prolonged school dismissals. Staff and teachers should have advanced training regarding their assigned essential functions.

Human Capital Management

Employees responsible for essential functions are cross-trained. Identified special needs employees are provided Americans with Disabilities Act (ADA) accommodation and guidance in their responsibilities as well as the assistance that may be provided by coworkers in event of an incident. A coworker may assist the individual, in the appropriate capacity, to an area of safety. All personnel are also encouraged to plan for their

families' well-being before a disaster strikes.

Below, indicate how your school plans to manage human capital while the COOP is activated

Notifying Staff about their role during an emergency

- Beginning of the school year meeting
- Provide SRP to all staff
- Drills and trainings
-
-

7. GUIDANCE: Establish a Plan for Reconstitution. Reconstitution occurs when educational programming is restored and teachers and staff are able to continue teaching and providing other support. The process of reconstitution can be rather complex, so districts and schools need to consider how this will be achieved quickly and efficiently.

Reconstitution

In most instances of COOP procedures implementation, reconstitution will be a reverse execution of those duties and procedures listed above, including:

- Inform staff that the threat of or incident no longer exists, and provide instructions for the resumption of normal operations.
- Supervise an orderly return to the school building.
- Conduct an after-action review of COOP operations and effectiveness of plans and procedures.

| Reconstitution Responsibilities | | | |
|--|--|----------------------------|------------------------------|
| Phase | Duties | Primary Responsible | Alternate Responsible |
| Relocation from alternate facility to primary (or replacement) facility | Internal alert and notification | Superintendent | Principal |
| | External alert and notification | Superintendent | Principal |
| | Transfer equipment, vital records, data | Tech Coordinator | Secretary |
| | Transfer communications | Secretary | Secretary |
| | Deployment and departure from alternate facility | All Staff | |
| | Transition to primary operations | All Staff | |
| | Set up at primary or replacement site | All Staff | |
| | | | |
| Operations | Execution of essential functions | All Staff | |
| | Execution of non-essential functions | All Classified Staff | |
| | Establishment of communications | Secretaries | |
| | Procurement of equipment and supplies | Administrative Assistant | Business Manager |
| | Conduct a review of COOP execution and effectiveness (After Action Report) | Superintendent or designee | Principal |

| | | | |
|--|--|--|--|
| | | | |
| | | | |

8. GUIDANCE: The COOP procedures should be reviewed annually to assure all information is accurate and up-to-date. Staff and personnel who perform essential functions should participate in regular training and exercises to ensure they understand their role when the COOP is activated.

Plan Maintenance, Testing, Training, Exercising

In the table below, identify the primary and alternate persons responsible for carrying out COOP maintenance activities, and the date they were completed.

| COOP Maintenance | | | |
|---|---------------------------|------------------|-------------------|
| | Person Responsible | | |
| Activity | Primary | Alternate | Completion |
| Schedule COOP maintenance meeting | Superintendent | Safety Chairman | |
| Review list of essential functions | Safety Chairman | Superintendent | |
| Identify essential employees and confirm their availability | Safety Chairman | Superintendent | |
| Update contact information, emergency call roster, and checklists | Safety Chairman | Superintendent | |
| Establish assistance/cooperative agreements with suppliers and vendors | Safety Chairman | Superintendent | |
| Identify computer network interdependencies (such as servers connected to the district network) | Tech Coordinator | Superintendent | |
| Notify/Follow-up with facilities management regarding any repairs or maintenance to buildings | Principal | Superintendent | |
| Other: | | | |
| Other: | | | |
| Other: | | | |

[Appendix M1](#) is a COOP Example and [Appendix M2](#) is a COOP form (Fillable).

RECOVERY: PSYCHOLOGICAL HEALING PROCEDURES/PSYCHOLOGICAL FIRST AID (PFA)

I. PURPOSE

These procedures have been developed to provide emotional support to students/staff impacted by trauma at school or in the community.

Psychological First Aid (PFA) is an evidence-informed intervention model to assist students, families, school personnel, and school partners in the immediate aftermath of an emergency. PFA is designed to reduce the initial distress caused by emergencies, and to foster short- and long-term adaptive functioning and coping. The principles and techniques of PFA meet five basic standards. They are:

1. Consistent with research evidence on risk and resilience following trauma.
2. Respectful of and consistent with the school administration of the academic setting, school culture, and the behavior (code of conduct) of students.
3. Applicable and practical in field settings.
4. Appropriate for developmental levels across the lifespan.
5. Delivered in a culturally-informed and flexible manner.

PFA assumes that students and staff members may experience a broad range of early reactions (e.g., physical, cognitive, psychological, behavioral, spiritual) following an emergency. Some of these reactions can cause distress that interferes with adaptive coping, but support from informed, compassionate, and caring professionals can help students and staff members recover from these reactions. PFA has the potential to mitigate the development of severe mental health problems or long-term difficulties in recovery by identifying individuals who may need additional services and linking them to such services as needed.

Following a traumatic event or incident, the following outcomes should be possible through the implementation to assist students, staff, and their families in the healing process.

- To establish a positive connection with students and staff members in a non-intrusive, compassionate manner.
- To enhance immediate and ongoing safety and provide physical and emotional comfort.
- To calm and orient emotionally overwhelmed or distraught students and staff.
- To help students and staff members identify their immediate needs and concerns.
- To offer practical assistance and information to help students and staff members address their immediate needs and concerns.
- To connect students and staff members as soon as possible to social support networks, including family members, friends, coaches, and other school or community groups.
- To empower students, staff, and families to take an active role in their recovery, by acknowledging their coping efforts and strengths, and supporting adaptive coping.
- To make clear your availability and (when appropriate) link the student and staff to other relevant school or community resources such as school counseling services, peer support programs, after-school activities, tutoring, primary care physicians, local recovery systems, mental health services, employee assistance programs, public-sector services, and other relief organizations.

Whether conducting school vulnerability assessments or adopting an intervention such as PFA, schools organize safety initiatives based on the four-part emergency management cycle. The four-part emergency management cycle includes:

A. Prevention phase

Schools both assess and address building security, the safety and integrity of facilities, the culture/ climate of schools, and the need for secondary prevention mental health programs.

B. Preparedness phase

Schools facilitate a rapid, coordinated, and effective response in the event of an actual emergency by taking the following steps:

- Refining emergency management plans and emergency procedures in collaboration with key members of the emergency response community. (fire and police departments, disaster services, and public health)
- Periodically reviewing and reinforcing emergency plans and procedures with staff.
- Defining building-level and district-level Incident Command System (ICS) structures.
- Implementing staff training on various topics, including parent-student reunification and PFA.
- Conducting emergency simulations in collaboration with outside agencies.
- Developing and regularly updating a list of providers trained in PFA.

C. Response phase

Action is taken to effectively contain and resolve an emergency and to decrease the potential for such an emergency to escalate. During this phase, the school executes the emergency management plan and emergency procedures and initiates preliminary activation of the PFA teams. Although the response phase may have a clear ending point for emergency response agencies, the transition into the fourth phase, recovery, may be less distinct.

D. Recovery phase

Steps are taken to assist students, staff, and their families in the recovery process and to restore educational operations in schools. This phase involves conducting damage assessments and making repairs, implementing business continuity plans, and addressing grief and stress reactions. The very early stages of the recovery phase (hours or days after an emergency) are the most appropriate time to deliver PFA. Depending on the nature of the incident, recovery may be a long-term process. PFA is an acute intervention; for information about longer-term interventions appropriate for students and families who have lingering or severe symptoms, go to www.NCTSN.org for a review of evidence-based interventions and treatments.

II. SCOPE

PFA is most effective immediately following the incident (e.g., from one hour to a couple of weeks after an event). In some circumstances, assuming the safety of students and staff has been ensured, PFA can be initiated while an incident is still occurring, such as in shelter or lockdown situations.

PFA is intended for students, school personnel, and their families who have been exposed to a disaster or other emergency. Whether an emergency occurs on school grounds or in the community at large, schools serve as a central location for professionals to assist children, families, school personnel, and school partners.

The following procedures outline steps to be taken by staff/students following a trauma, a serious injury or death, and/or a major incident impacting the community. Mental health professionals available in the school community such as nurses and social workers are required to participate in the development, implementation,

and evaluation of the School EOP as it relates to this system. Additional advice will be sought from outside psychologists and mental health experts.

1. **Contact and Engagement Goal:** To initiate contacts or to respond to contacts by students and staff in a non-intrusive, compassionate, and helpful manner.
2. **Safety and Comfort Goal:** To enhance immediate and ongoing safety, and provide physical and emotional comfort.
3. **Stabilization (if needed) Goal:** To calm and orient emotionally overwhelmed or disoriented students and staff.
4. **Information Gathering: Current Needs and Concerns Goal:** To identify immediate needs and concerns, gather additional information, and tailor Psychological First Aid for Schools interventions to meet these needs.
5. **Practical Assistance Goal:** To offer practical help to students and staff in addressing immediate needs and concerns.
6. **Connection with Social Supports Goal:** To help establish brief or ongoing contacts with primary support persons or other sources of support, including family, friends, teachers, and other school and/or community resources.
7. **Information on Coping Goal:** To provide information about stress reactions and coping to reduce distress and promote adaptive functioning.
8. **Linkage with Collaborative Services Goal:** To link students and staff with available services needed at the time or in the future.

These core actions of Psychological First Aid constitute the basic objectives of providing early assistance within hours, days, or weeks following an event. Be flexible and base the amount of time you spend on each core action on the person's specific needs and concerns.

III. RESPONSIBILITIES

To implement the recovery of psychological healing procedures:

- All staff will undergo training to learn how to recognize signs of trauma.
- Members of the Psychological First Aid Team (PFA) will undergo in-depth training to learn how to assist in managing trauma.
- Parents and guardians will be offered tips on how to recognize signs of trauma.
- Mental health experts will review and provide input into the plan.

IV. SPECIALIZED PROCEDURES

The following procedure will be implemented by staff/faculty when directed by the principal or when deemed appropriate by the situation.

Immediately Following a Serious Injury or Death and/or Major Incident:

- Convene a staff meeting immediately to discuss how the situation is being handled and to discuss what resources are available to staff, students, and families. (refer to the communication procedures in the basic plan)
- Set up support rooms. (include PFA team and outside mental health professionals to assist)
- Encourage teachers to read the script about the incident and allow students to openly discuss feelings, fears, and concerns shortly after the incident. Avoid specific details of the incident, just basic facts. Any students who are excessively distraught should be referred to the PFA Team.
- Designate a place for staff, students, and community members to leave condolences, well-wishes, messages and items, and determine a standard amount of time for those items to remain.

Hospital/Funeral Arrangements:

- Provide staff with information regarding visitation and/or funeral arrangements (time, location, customs) when available. If the funeral is scheduled during a school day, all students and staff will be excused from school.
- Encourage staff and students to attend the funeral to provide support for the family and bring closure to the incident.
- Designate staff person(s) to visit the hospital and/or attend the funeral to represent the school.

Post-Incident Procedures:

- Allow for changes in normal routines or schedule to address injury or death; however, recommend students and staff return to their normal routine as soon as possible after the funeral.
- Follow up with students and staff who receive counseling and refer them to outside mental health professionals as needed.

Hazard- and Threat - Specific Systems:

GUIDANCE:

The hazard- and threat- specific systems:

- Provide unique procedures, roles, and responsibilities that apply to a specific hazard.
- Include provisions and applications for warning the public and disseminating emergency public information.
- Only list information one time without repeating from the basic plan or functional systems.

Repeating information is not advisable for the following reasons:

- School staff and students should learn and exercise simple procedures that apply to all hazards. The hazard-specific annexes should present only hazard-unique information.
- Repeating procedures increases the possibility that there will be inconsistencies in procedures that could lead to confusion during an incident.
- The plan becomes larger and more difficult for users to comprehend.

Refer to the following Appendices:

[Appendix N1: Threats/Hazards List](#)

[Appendix N2: Risk Assessment Worksheet](#)

[Appendix N3: Examples of Threats/Hazards in SRP Areas](#)

[Appendix N4: Sample Goals/Objectives and Action Plan](#)

[Appendix N5: Goals/Objectives and Action Plan \(Fillable\)](#)

GLOSSARY OF TERMS

Command Staff: A group of incident personnel that the Incident Commander or Unified Command assigns to support the command function at an ICP. Command staff often include a PIO, a Safety Officer, and a Liaison Officer, who have assistants as necessary. Additional positions may be needed, depending on the incident.

COOP: The purpose of Continuity of Operations (COOP) procedures is to ensure that there are procedures in place to maintain or rapidly resume essential operations within the school after an incident that results in disruption of normal activities or services to the school. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of teaching and learning.

Drill: A coordinated, supervised activity usually employed to validate a specific operation or function in a single agency or organization. Drills are commonly used to provide training on new equipment, develop or validate new policies or procedures, or practice and maintain current skills. During drills, school personnel and community partners (i.e., first responders, local emergency management staff) use the actual school grounds and buildings to practice responding to a scenario.

Emergency Operations Center (EOC): An EOC is a facility from which staff provide information management, resource allocation and tracking, and/or advanced planning support to personnel on scene or at other EOCs (e.g., a state center supporting a local center).

Emergency Operations Plan (EOP): (formerly called Safety Plan) An ongoing plan for responding to a wide variety of potential threats and hazards.

Exercise: An instrument to train for, assess, practice, and improve performance in prevention, protection,, response, and recovery capabilities in a risk-free environment. Exercises can be used for testing and validating policies, plans, procedures, training, equipment, and interagency agreements; clarifying and training personnel in roles and responsibilities; improving interagency coordination and communications; improving individual performance; identifying gaps in resources; and identifying opportunities for improvement.

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Hazards: Hazards include situations to harm students, personnel, and/or facilities. Hazards usually include those things that we cannot control, such as tornadoes, floods, and chemical spills. Hazards may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved)

Incident: An incident is an occurrence that requires a response to protect life or property. An incident is something that we most likely cannot control, such as car accidents, pandemics, and illness. The superintendent/principal/building administrator shall have the authority to determine when an incident has occurred and to implement the procedures within this EOP.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is

applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Management: The broad spectrum of activities and organizations providing effective and efficient operations, coordination, and support applied at all levels of government, utilizing both governmental and nongovernmental resources to plan for, respond to, and recover from an incident, regardless of cause, size, or complexity.

Local Emergency Operations Plan (LEOP): The School EOP has been developed to fit into the larger local county or local EOP in the case of a large-scale incident. Staff members that maintain and exercise the plan are in frequent contact with the County/City Emergency Manager and the County/City Emergency Management Department.

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Memorandum of Understanding (MOU) Agreement: A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.

National Incident Management System: A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

Prevention: The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. For the purposes of the prevention framework called for in PPD-8, the term "prevention" refers to preventing imminent threats.

Psychological First Aid Team (PFA): Psychological First Aid for Schools (PFA) is an evidence-informed intervention model to assist students, families, school personnel, and school partners in the aftermath of an emergency. PFA is designed to reduce the initial distress caused by emergencies, and to foster short- and long-term adaptive functioning and coping.

Psychological First Aid Team The school team that assists in carrying out the PFA plan.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on an incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

Recovery: The capabilities necessary to assist communities affected by an incident to recover effectively.

Response: The capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.

Risk: The potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences.

Section Chiefs: The General Staff consists of the Operations, Planning, Logistics, and Finance/Administration Section Chiefs. These individuals are responsible for the functional aspects of the incident command structure. The Incident Commander or Unified Command activates these section chiefs as needed. These functions default to the Incident Commander or Unified Command until a section chief is assigned. The section chiefs may have one or more deputies as necessary.

Secure is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Shelter is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

SRM: Standard Reunification Method: Circumstances may occur at the school that require parents to pick up their students in a formalized, controlled release. This process is called a reunification and may be necessary due to weather, a power outage, hazmat or if a crisis occurs at the school. The SRM is a protocol that makes this process more predictable and less chaotic for all involved.

SRP: Standard Response Protocol: The SRP is based on four actions, Lockout, Lockdown, Evacuate, and Shelter. In the event of an emergency, the action and appropriate direction will be called on the PA system. (new version not on website yet).

Tabletop Exercises: Tabletop exercises are small-group discussions that walk through a scenario and the courses of action a school will need to take before, during, and after an emergency to lessen the impact on the school community. This activity helps assess the plan and resources, and facilitates an understanding of emergency management and planning concepts.

Threat: Threats include situations to harm students, personnel, and/or facilities. Threats usually include those things that we can control, such as active killer, bullying, and suicide. Threats may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Appendix List Bayard

- Appendix A: [Current Master Schedule](#)
- Appendix B: [Special Needs Student/Staff List](#)
- Appendix C: [Maps of Buildings and Grounds](#) (District provides)
- Appendix D: [Company/Utilities Record](#)
- Appendix E1: [ICS Organizational Chart](#)
- Appendix E2: [ICS Contact List](#)
- Appendix E3: [Finance/Administration Future School Budgets](#) (District provides)
- Appendix F: [Chronological Log of Activities](#)
- Appendix G1: [MOU: Local Business](#)
- Appendix G2: [MOU: Interlocal Agreement](#)
- Appendix G3: [MOU: Emergency Response Entities](#)
- Appendix G4: [MOU: County Sample](#)
- Appendix H: [Media Templates](#)
- Appendix I: [Pre-negotiated Agreements and Contracts](#) (District provides)
- Appendix J: [Recording and Distributing the EOP](#)
- Appendix K1: [Record of Trainings](#)
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- Appendix M1: [COOP Example](#)
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- Appendix N1: [Threats/Hazards List](#)
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Appendix A
Staff Roster

| Last Name | First Name | Position | Room Number | Address 1 | City State Zip Code | Primary Phone | Secondary Phone | Email |
|-----------|------------|-----------------------|-----------------|-----------------|----------------------|---------------|-----------------|--|
| Anderson | Amanda | 3rd Grade Teacher | | 950 1st Ave | Bayard NE 69334 | 402-540-8358 | | amanda.anderson@bayardtigers.org |
| Andreas | Karen | SPED Para | | 10863 US 26 | Bayard NE 69334 | 308-631-6641 | | karen.andreas@bayardtigers.org |
| Applegate | Carolyn | Board Member | | 10236 US 26 | Bayard NE 69334 | 308-631-5371 | 308-586-2775 | carolyn.applegate@bayardtigers.org |
| Applegate | Joe | Board Member | | 10236 US 26 | Bayard NE 69334 | | | joe.applegate@bayardtigers.org |
| Barker | Stephanie | 4th Grade Teacher | | 607 2nd Avenue | Bayard NE 69334 | 308-586-1553 | 308-631-1175 | stephanie.barker@bayardtigers.org |
| Batt | Crystal | 1st Grade Teacher | | 150663 CR 34 | Bayard NE 69334 | 308-631-8267 | | crystal.batt@bayardtigers.org |
| Bauer | Laurie | Librarian, Speech | | 955 5th St | Gering NE 69341 | 308-275-1206 | 308-279-0350 | laurie.bauer@bayardtigers.org |
| Binder | Brittani | 6th Grade Teacher | | 565 Kurt Dr | Gering NE 69341 | 308-672-8868 | | brittani.binder@bayardtigers.org |
| Brown | Marie | Bus Driver | | 834 Ave B | Bayard NE 69334 | 308-225-1335 | | marie.brown@bayardtigers.org |
| Burry | Kimberly | Board Member | | 966 Main | Bayard NE 69334 | 308-641-6677 | | burrykim@gmail.com |
| Cochrane | Julie | Elem Mental Health | | | | | | |
| Coon | Jon | Custodian | | 9897 CR 85 | Bayard NE 69334 | 308-586-1621 | 308-631-7356 | jon.coon@bayardtigers.org |
| Deines | Ashley | Para/AfterSchool Para | | 343 E 5th St. | Bayard NE 69334 | 308-279-1873 | | ashley.deines@bayardtigers.org |
| Dickey | Connie | Cook | | 11870 Rd 75 | Bayard NE 69334 | 308-225-2176 | | connie.dickey@bayardtigers.org |
| Ehler | Candace | Family Liaison | | 10470B Rd 97 | Bayard NE 69334 | | | candace.ehler@bayardtigers.org |
| Ehler | Colton | HS PE Teacher | | 10470B Rd 97 | Bayard NE 69334 | 308-631-8349 | | colton.ehler@bayardtigers.org |
| Erdman | Jeff | Custodian | | 1034 Ave C | Bayard NE 69334 | 308-641-5663 | | jeff.erdman@bayardtigers.org |
| Ferguson | Kimberly | Social Science | 103 | 10203 Road 101 | Bridgeport NE 69336 | 208-520-1588 | | kimberly.ferguson@bayardtigers.org |
| Ferrero | Cheryl | 3rd Grade Teacher | | 967 1st Ave | Bayard NE 69334 | 308-631-6127 | | cheryl.ferrero@bayardtigers.org |
| Franklin | Barbara | SPED Para | | 270038 CR W | Gering NE 69341 | 308-765-1753 | | barb.franklin@bayardtigers.org |
| Franklin | Gracie | Para | | 270038 CR W | Gering NE 69341 | 308-765-9839 | | gracie.franklin@bayardtigers.org |
| Gier | Jennifer | Technology | Business Office | 61193 CR 26 | Scottsbluff NE 69361 | 308-631-0216 | | jenny.gier@bayardtigers.org |
| Gonzales | Roberto | Head Custodian | | 1320 Ave B | Bayard NE 69334 | 308-586-2935 | 308-225-1277 | roberto.gonzales@bayardtigers.org |
| Harter | Renee | Head Cook | Kitchen | 330360 Finch Rd | Minatare NE 69356 | 605-840-4373 | | renee.harter@bayardtigers.org |
| Henkel | Becky | Board Member | | 7326 Rd 110 | Bayard NE 69334 | 308-672-4727 | | becky.henkel@bayardtigers.org |

| | | | | | | | | |
|--------------|----------|------------------------------|---------------------------|---------------------------------|-------------------------|------------------|------------------|--|
| Hopkins | Crystal | Bus Driver | Bus Barn | 180303 CR 34 | Bayard NE 69334 | 308-641-2 504 | | crystal.hopkins@bayardtigers.org |
| Horn | Tyson | Social Science | 101 | 504 E 6th St. | Bayard NE 69334 | 402-237-0 392 | | tyson.horn@bayardtigers.org |
| James | Lacee | Behavior Para/HAL | | 521 E 5th St | Bayard NE 69334 | 308-672-5 554 | | lacee.james@bayardtigers.org |
| Jobman | Justine | School Nurse | | 19079 4 CR 36 | Bayard NE | 308-250- 3447 | | justine.jobman@bayardtigers.org |
| Jones | Stacey | PreK Para | | 731 Main St | Bayard NE 69334 | 308-637-1 159 | | stacey.jones@bayardtigers.org |
| Keszler | Douglas | Elem Counselor/HS Teacher | | 1209 S Street | Bridgeport NE 69336 | 308-279-1 461 | | mark.keszler@bayardtigers.org |
| Kildow | Kimberly | Board President | | 1126 Ave B | Bayard NE 69334 | 308-631-0 389 | 308-631-796 9 | kkildow@charter.net |
| Korell | Cindy | HS Secretary | HS Principal Office | 10466 Rd 77 | Bayard NE 69334 | 308-586-2 242 | 308-279-155 2 | cindy.korell@bayardtigers.org |
| Korell | Dana | SPED Para/ Safety | | 10466 Rd 77 | Bayard NE 69334 | 308-586-2 242 | 308-279-292 2 | dana.korell@bayardtigers.org |
| Loutzenhiser | Connie | Custodian | | 967 Main Street | Bayard NE 69334 | 308-586-1 059 | 308-279-104 8 | connie.louzenhiser@bayardtigers.org |
| Maag | Kristin | After School Director | | PO Box 208 | Scottsbluff NE 69363 | 308-672-4 477 | | kristin.maag@bayardtigers.org |
| Malcolm | Dwight | Industrial Arts | | 1950 Oregon Trail Blvd | Gering NE 69341 | 308-765-0 264 | | dwight.malcolm@bayardtigers.org |
| Mancias | Isaias | Para/Coach | | 521 P St | Bridgeport NE | 308-765-0 910 | | isaias.mancias@bayardtigers.org |
| Martinez | Michelle | 4th Grade Teacher | | 1709 Davis Ave. | Gering NE 69341 | 308-520-3 691 | | michelle.martinez@bayardtigers.org |
| McKibbin | Micki | SPED Director | | 140189 CR 36 | Minatare NE 69356 | 308-586-2 229 | | micki.mckibbin@bayardtigers.org |
| McLaughlin | Matthew | Elem Principal | | PO Box 263 | Bayard NE 69334 | 308-586-1 030 | 316-833-135 4 | matt.mclaughlin@bayardtigers.org |
| Miller | Travis | Superintendent | | 941 Ave B | Bayard NE 69334 | 308-641-5 489 | | travis.miller@bayardtigers.org |
| Nesbitt | Jessica | Early Childhood PreK-1st | | 7396 Rd 106B | Bayard NE 69334 | 308-641-0 052 | | jessica.nesbitt@bayardtigers.org |
| Nesbitt | Zachary | Science | 105 | 727 2nd Ave | Bayard NE 69334 | 308-672-2 411 | | zachary.nesbitt@bayardtigers.org |
| Nolte | Holly | English | 112 | 7321 Rd 110 | Bayard NE 69334 | 308-586-1 222 | 308-279-134 9 | holly.nolte@bayardtigers.org |
| Oliverius | Heather | Admin Assistant | Business Office | 12888 Rd 81 | Bayard NE 69334 | 308-783-2 268 | 308-631-933 9 | heather.oliverius@bayardtigers.org |
| Pahl | Lynelle | Flex Para | | 142 W 9th St | Bayard NE 69334 | 308-235-5 412 | | lynelle.pahl@bayardtigers.org |
| Pieper | Barbara | Math | 100 | 130 S-12 Rd | Mitchell NE 69357 | 308-247-2 737 | | barbara.pieper@bayardtigers.org |
| Pieper | Richard | Transportation Director | Bus Barn | 951 Avenue C | Bayard NE 69334 | 308-672-3 684 | | richard.pieper@bayardtigers.org |
| Pilkington | Linda | Teacher | HS/ELEM | 2109 3rd Ave | Scottsbluff NE | 308-631-0 717 | | linda.pilkington@bayardtigers.org |
| Posey | Jenny | SPED Para HS | | 1620 Bluff View Dr. | Gering NE 69341 | 319-504-4 004 | | jenny.posey@bayardtigers.org |
| Posey | Steven | Math | 102 | 1620 Bluff View Dr. | Gering NE 69334 | 563-542-8 085 | | steven.posey@bayardtigers.org |
| Radford | Jessica | School Psych | | | | | | radfordjh@gmail.com |
| Rafferty | Joy | Kindergarten Teacher | | 11452 Rd 83 | Bayard NE 69334 | 308-631-9 390 | | joy.rafferty@bayardtigers.org |

| | | | | | | | | |
|----------|----------|-------------------------------------|--------------------|-------------------------|-------------------------|------------------|------------------|--|
| Rafferty | Justin | Ag Teacher | | 200049 CR 36 | Bayard NE 69334 | 308-783-5 340 | 308-641-552 0 | justin.rafferty@bayardtigers.org |
| Rafferty | Linde | HS Counselor , Social Science | | 200049 CR 36 | Bayard NE 69334 | 308-783-5 340 | 308-778-676 5 | linde.rafferty@bayardtigers.org |
| Ragland | Kathleen | After School Para | | 400 W 8th St. #7A | Bayard NE 69334 | 308-586-3 059 | | kathleen.ragland@bayardtigers.org |
| Reilly | Amanda | 6th Grade Teacher | | 1022 P St | Bridgeport NE 69336 | 605-210-2 912 | | amanda.reilly@bayardtigers.org |
| Reish | Elliot | HS Special Education | 113 | 506 E 5th | Bayard NE 69334 | 308-586-9 940 | 308-672-147 6 | elliott.reish@bayardtigers.org |
| Reish | Shawna | Early Childhood Teacher | | 506 E 5th | Bayard NE 69334 | 308-586-9 940 | | shawna.reish@bayardtigers.org |
| Rice | Kelley | HS Principal | | PO Box 336 | Bayard NE 69334 | 308-631-6 930 | | kelley.rice@bayardtigers.org |
| Rife | Kristyn | | | 413 G St. | Bridgeport NE 69336 | 720-206-4 258 | | kristin.rife@bayardtigers.org |
| Roberts | James | Science | 107 | 1509 4th Ave | Scottsbluff NE 69361 | 308-632-7 705 | | jim.roberts@bayardtigers.org |
| Rose | Deborah | SPED Para | | PO Box 254 | Bayard NE 69334 | 308-672-5 293 | | deborah.rose@bayardtigers.org |
| Rowe | Brandy | Para | | 219 E 4th St | Bayard NE | 308-289-7 005 | | brandy.rowe@bayardtigers.org |
| Rowley | Tara | Music Teacher | | | | | | |
| Safford | Linda | Bus Driver | | 1419 Ave A | Bayard NE 69334 | 308-672-1 683 | | linda.safford@bayardtigers.org |
| Salazar | Alvin | Bus Driver | | 485 Hickory | McGrew NE 69353 | 720-202-3 238 | | alvin.salazar@bayardtigers.org |
| Schmidt | Sara | Band | | 133 W 9th St | Bayard NE 69334 | 308-430-2 214 | | sara.schmidt@bayardtigers.org |
| Schuller | Cortney | Elem Secretary | | 742 Ave A | Bayard NE 69334 | 308-586-1 034 | | cortney.schuller@bayardtigers.org |
| Scott | Cheri | Retired Nurse | | PO Box 213 | Bayard NE 69334 | 308-279-0 345 | | cheri.scott@bayardtigers.org |
| Scott | Jessica | Art | 109 | 940 J St | Gering NE 69341 | 308-783-6 136 | 308-279-284 2 | jessica.scott@bayardtigers.org |
| Simons | Michael | Elem PE | | 11444 CR 81 | Bayard NE 69334 | 402-340-2 823 | | michael.simons@bayardtigers.org |
| Stuart | Bobbie | Business Manager/Safety Chair | Business Office | 7335 Rd 110 | Bayard NE 69334 | 308-279-0 899 | | bobbie.stuart@bayardtigers.org |
| Stuart | Brandon | Elem Special Education Teacher | | 8544 L62A | Bayard NE 69334 | 308-641-7 482 | | brandon.stuart@bayardtigers.org |
| Stuart | Donna | Board Member | | 11498 Rd 81 | Bayard NE 69334 | 308-631-3 455 | | donna.stuart@bayardtigers.org |
| Tavener | Jennifer | 2nd Grade Teacher | | 610 1st Ave | Bayard NE 69334 | 308-279-1 143 | | jennifer.tavener@bayardtigers.org |
| Tonniges | Tencie | Activites Director | | | Bayard NE | 402-302- 4092 | | tencie.tonniges@bayardtigers.org |
| Torres | Mykayla | English | 114 | 511 E 18th St | Scottsbluff NE 69361 | 308-631-3 132 | | mykayla.torres@bayardtigers.org |
| Unzicker | Tabitha | Elem Special Education Teacher | | 302 E 5th St | Bayard NE 69334 | 308-763-8 790 | | tabitha.unzicker@bayardtigers.org |
| Wagner | Kurt | Bus Driver | | 360246 CR R | Bayard NE 69334 | 307-763-2 473 | | kurt.wagner@bayardtigers.org |
| White | Adya | Para | | 101 E 13th St | Bayard NE 69334 | 308-641-3 999 | | adya.white@bayardtigers.org |
| White | Tressa | HS Para | DL 104 | 1134 Ave C | Bayard NE 69334 | 631-6301 | | tressa.white@bayardtigers.org |
| Wright | Sally | Cook | | 10457 CR 77 | Bayard NE 69334 | 720-290-1 350 | | sally.wright@bayardtigers.org |
| Ziegler | Herman | Custodian | | 1010 1st Ave | Bayard NE 69334 | 308-672-1 324 | | herman.ziegler@bayardtigers.org |

Appendix B

Students/Staff Needing Additional Assistance

Administrators have this report as it is confidential information

Appendix C
Map of School Buildings and Grounds





7th Street

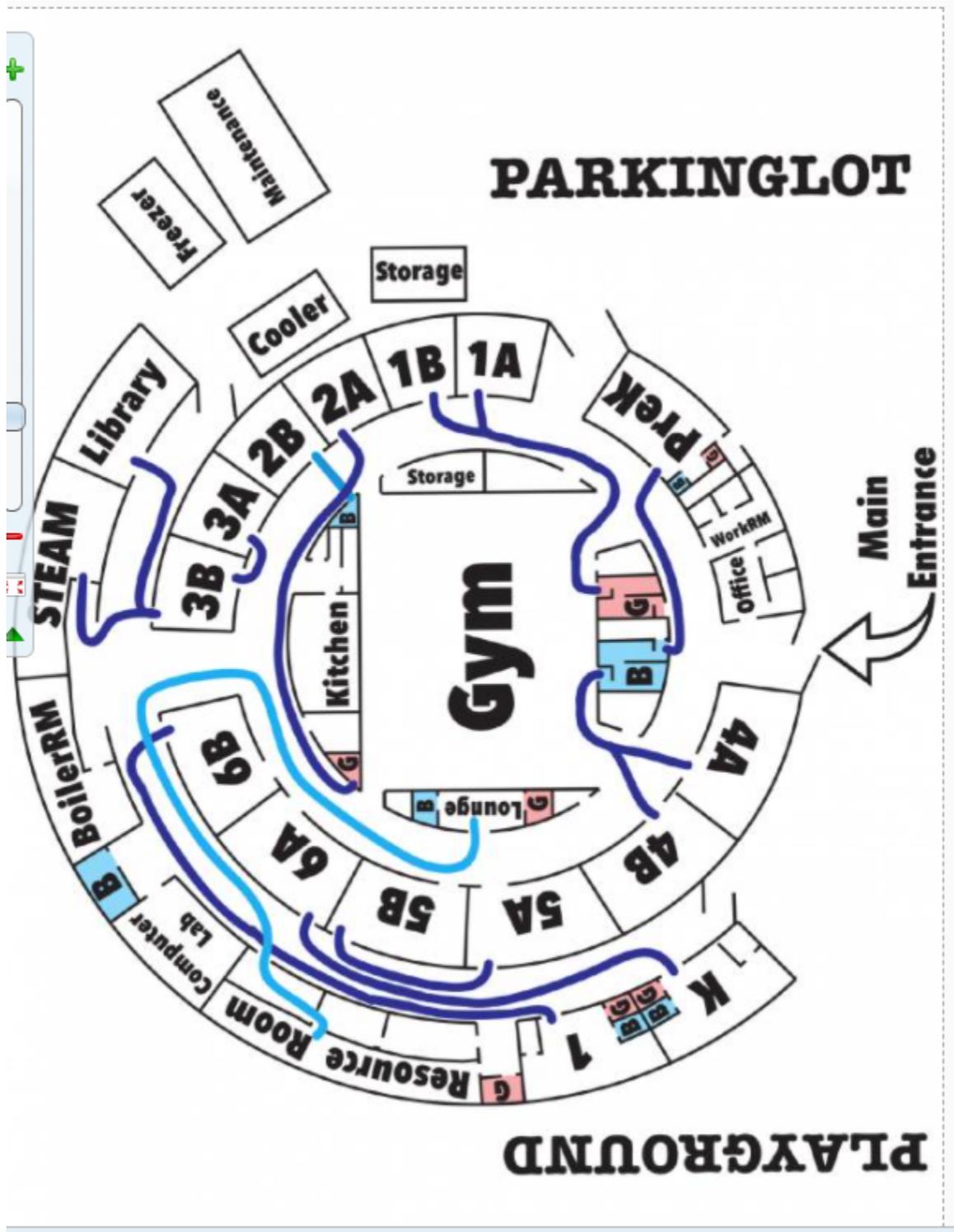


8th Street

Legend

- S - Storage
- BR - Bathroom
- LR - Locker room
- - Fire Extinguisher
- - Breaker Box





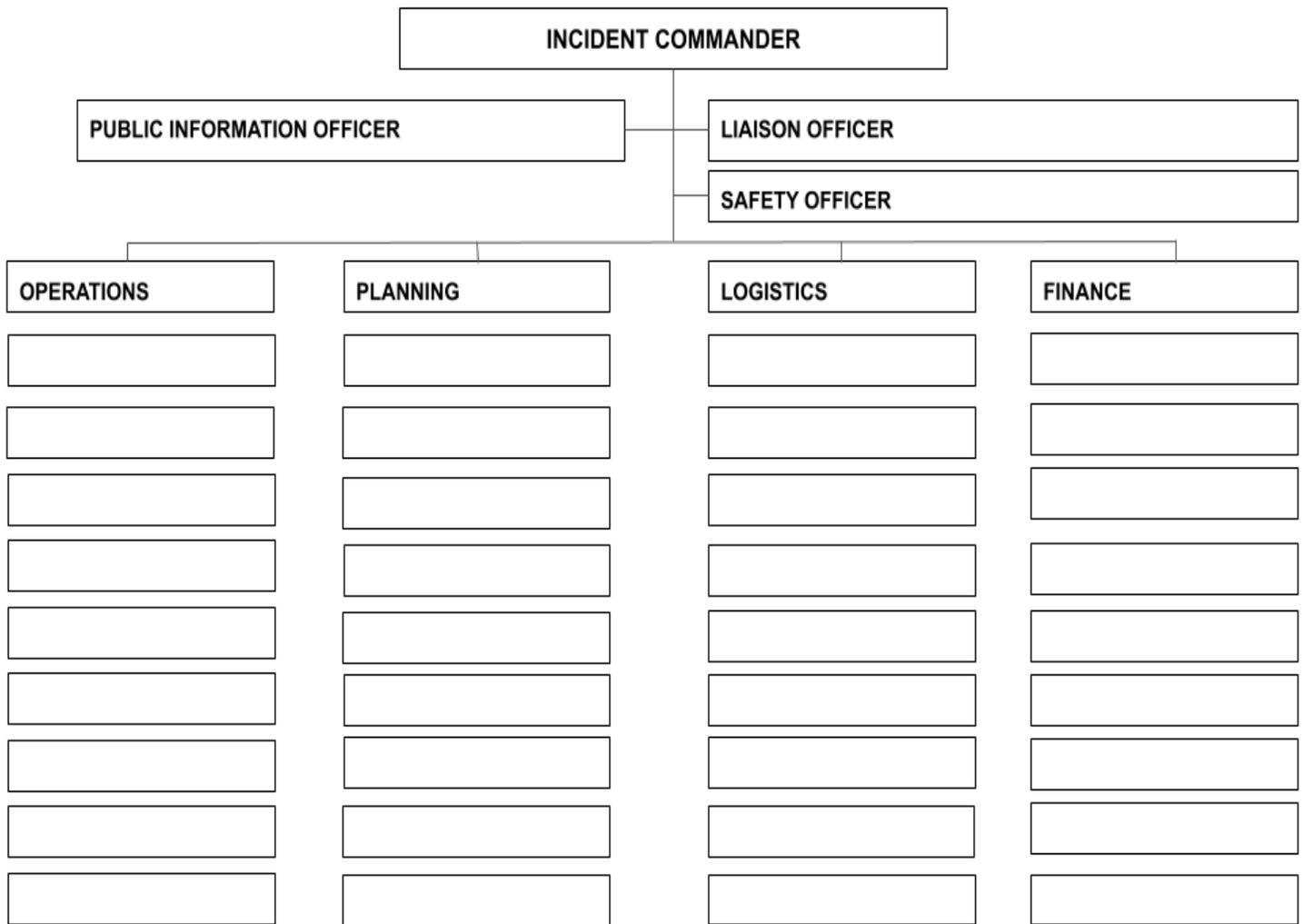
Appendix D
Company/Utilities Name and Phone Number

| COMPANY/UTILITIES NAME | COMPANY PHONE NUMBER |
|-------------------------------|-----------------------------|
| Black Hills Energy | 800- 694-8989 |
| City of Bayard | 308-586-1121 |
| Century Link | 800-201-4099 |
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Appendix E1

ICS Organizational Chart

Below you will see that there is an [ICS Organizational Chart](#) that your school should use. When you click on this link, you will be asked if you want to make a copy. This will allow you to make a copy on your Google drive.



**Appendix E 2
ICS Contact List**

| TITLE/POSITION | NAME | CELL PHONE NUMBER |
|----------------------------|---------------------------------|---------------------------|
| SUPERINTENDENT | Dr. Travis Miller | 308-641-5489 |
| Superintendent back up | Dr. Kelley Rice | 308-631-6930 |
| PRINCIPAL | Dr. Kelley Rice/Matt McLaughlin | 308-631-6930/316-833-1354 |
| Principal back up | Candace/Zach | 308-641-0584/308-672-2411 |
| PUBLIC INFORMATION OFFICER | Dana Korell | 308-279-2922 |
| PIO back up | Travis Miller | 308-641-5489 |
| LIAISON OFFICER | Dana Korell | 308-279-2922 |
| Liaison Officer back up | Mike Simons | 402-340-2823 |
| SAFETY OFFICER | Bobbie Stuart | 308-279-0899 |
| Safety Officer back up | Mike Simons | 402-340-2823 |
| EMERGENCY MANAGER | Ron Leal | 308-249-1310 |
| Emergency Manager back up | Kay Anderson | 308-279-0947 |
| LAW ENFORCEMENT | Zak Douglass | 308-262-0408 |
| LAW ENFORCEMENT back up | Milo Cardenas | 308-262-0408 |
| FIRE & RESCUE | Mike Harimon | 308-262-0408 |
| FIRE & RESCUE back up | Stephanie Perkins | 308-641-5577 |
| OPERATIONS SECTION CHIEF | Candace Ehler | 308-641-0584 |
| Operations back up | Mike Simons | 402-340-2823 |
| PLANNING SECTION CHIEF | Bobbie Stuart | 308-279-0899 |
| Planning back up | Dana Korell | 308-279-2922 |
| LOGISTICS SECTION CHIEF | Lacee James | 308-672-5554 |
| Logistics back up | Mike Simons | 402-340-2823 |
| FINANCE SECTION CHIEF | Heather Oliverius | 308-631-9339 |

| | | |
|-----------------|--------------|--------------|
| Finance back up | Cindy Korell | 308-279-1048 |
|-----------------|--------------|--------------|

Appendix E 3

Finance/Administration Future School Budgets (District provides)

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APPENDIX G1

Samples: Memorandums of Understandings (Local Business)

Bayard Public School District at 726 4th Ave Bayard , Nebraska 69334 hereby known as “District” enters into agreement with _____ at _____ for the purpose of partnering to preventing, responding and providing services to a threat/incident.

Term of Contract and Termination

This agreement shall begin _____, 20__ and end on _____, 20__. Either party may terminate this Agreement for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. In addition, either party may terminate this Agreement immediately in the event that funding should be discontinued or be materially reduced.

Responsibilities and Scope of Services

1. Bayard Tiger Paws will provide up to 500 bottles of water to Bayard Public School District during and after an identified incident.
2. Bayard Tiger Paws will deliver and assist in handing out these supplies when called by the District.
3. Bayard Tiger Paws will be paid a one-time stipend of \$500 for the scope of services as agreed in this MOU.
4. District may ask for further needed supplies as requested. Depending on financial aid for the incident, Bayard Tiger Paws may be reimbursed for supplies provided.
5. _____

Hold Harmless

The District and Bayard Tiger Paws agrees to indemnify and hold harmless each other, its appointed and elected officers and employees, from and against all loss and expense, including attorney’s fees and costs by reason of any and all claims and demands arising out of, or in consequence of, the negligence of either party, it’s officers, employees or any other contractors associated with the work described in this agreement.

Miscellaneous Provisions

This Agreement shall not be modified unless such modification is reduced to writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Notices: Any and all notices referred to herein shall be in writing and shall be deemed to have been given when personally delivered or when mailed, registered or certified mail, or postage prepaid.

Provider/Agency Name & Address

Provider/Agency Name Signature & Title Date

School/Superintendent Name & Address

School/Superintendent Signature & Title Date

APPENDIX G2

Samples: Memorandums of Understandings (Interlocal Agreement)

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SERVICES BY AND AMONG THE COUNTIES OF _____, AND THE CITIES AND VILLAGES WITHIN SAID COUNTIES.

THIS AGREEMENT is made and entered into this ____ day of _____ 2020, by _____ and between the Counties of _____ and the participating cities and villages within said counties, all being a bodies political and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties desire to form a Planning, Exercise and Training Region among public safety agencies; and

WHEREAS, the Interlocal Cooperation Act, Nb. Rev. Steat. §13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Counties and the Cities are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, Neb.Rev.Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county to form, operate and maintain a Planning, Exercise and Training Program"

NOW, THEREFORE, the parties mutually covenant and agree as follows:

Definition: _____ is the _____ Planning, Exercise and Training Regional group composed of the governmental agencies participating in this agreement.

Purpose: To establish, maintain and operate a public safety Training Exercise and Training Program within the jurisdictions of the participating agencies.

Term. This agreement shall have a term of ten (10) years commencing _____.

Termination. This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.

Withdrawal. Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than Ninety (90) days prior to the effective date of the withdrawal.

Governance. The activities of the cooperative undertaking shall be governed by a board composed of one or more representatives from each of the Parties, hereinafter referred to as the "_____ Policy Board." The _____ Policy Board shall meet not less than (six) times each calendar year. The _____ Policy Board shall select as officers a Chairperson, Vice-Chairperson and a secretary who shall serve terms of one year. A

quorum necessary for conducting business at any _____ meeting shall consist of fifty (50) percent plus (1) of the membership of the governing board All questions before the _____ Policy Board shall be determined by majority vote of the members present. The _____ Policy Board may adopt such by-laws and rules of procedure as deemed appropriate by the _____ Policy Board.

Cooperative Powers and Authority. Each Party shall maintain their local PET program, and other operating components of the local Emergency Management Program. Each shall grant permission for any public safety agency to participate in any such program.

Claims and Indemnity. At all times while utilizing or participating in the PET program the employee of the Party shall remain an employee of the employing agency. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.

Modification. This Agreement may be modified by written agreement of the Parties.

No Separate Entity. There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the _____ Policy Board as provided in section 6, above.

Property. Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.

Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.

Any party can be elected or appointed by the _____ Policy Board to act as fiscal or purchasing agent in accordance with state law. Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.

Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.

An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

Finances. This agreement shall be financed by funds available to the parties hereto.

Provision of Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

Additional Agreements.

This agreement shall become effective for each party when that party by ordinance, motion or resolution

adopts and approves this agreement and authorizes the proper official to execute this agreement. Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement or as directed by the Nebraska Emergency Management Agency.

Executed this_ day of _____, 2020.

County of _____ by:

Chairperson, County Board of Commissioners

[attest]

County Clerk Approved as to form:

County Attorney

APPENDIX G3

Samples: Memorandums of Understandings (Emergency Response Entities)

_____ (PET) REGION MEMORANDUM OF UNDERSTANDING

Overview

The _____ PET Region and _____ County recognize the need for coordination within the region for regional planning, exercise, and training (PET). Today's public safety realities have highlighted the need for counties to function regionally and establish the PET process for interoperability, mutual aid, and emergency response plans. This process not only goes beyond traditional jurisdictional boundaries but across disciplines as well.

To institute the regional PET process, the _____ and the participating cities and villages within said counties, emergency response agencies and public service agencies have worked cooperatively to develop a regional solution. This solution establishes the regional PET process for emergency response with procedures that are accessible and used by key public service officials, public safety officials, and public and private service executives.

Purpose

The regional PET process is the basis for formalizing the region. The purpose of the regional PET process is to provide structure for the _____ PET Region and create formalized governance in the form of a regional committee. This governance structure transcends traditional or mutual inter discipline aid in terms of purpose. The regional PET process along with interoperability ensures an organized method of planning, exercising, and training for coordination of resources to expedite efficient deployment of those resources regionally. This shall serve primarily as the function to unify the regional PET process. Moreover, the signees of this memorandum of understanding will be responsible for coordinating with the region regarding the use of grant funds for the regional PET process, and equipment.

Policy

It shall be the policy that the region will align with the State Homeland Security Strategy when requesting Homeland Security Funds. Another requirement of the region is to maintain a 5 year regional PET calendar. Local Emergency Operation Plans (LEOP) shall be maintained by the individual counties. The purpose of these requirements is to ensure collaboration between local jurisdictions. All signees will be responsible for coordinating with the region regarding the use of grant funds for PET and equipment, in accordance with the approved equipment list (AEL). Regional partners shall address the sustainability of the PET program and equipment acquired through the Homeland Security Grant Program.

This PET Memorandum of Understanding in no way supersedes, overrides or overrules any other MOU, Mutual Aid Agreement or Interlocal Agreement the Region or Counties might have in place prior to the implementation of this MOU. In addition any party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than ninety (90) days prior to the effective date of the withdrawal.

Oversight

Each county participating in the use of the regional PET process will provide the Emergency Management Director and one Emergency Management alternate (Deputy) as deemed appropriate as a representative to the regional committee after entering into this MOU. Oversight of the regional PET process is administered through the South Central PET Region which will be chaired by a representative of that committee. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the MOU will be implemented only after a consensus is reached by the regional committee respectively. Accordingly, each county will be responsible for oversight authority of their jurisdiction. It is the responsibility of the county to

ensure that the regional SOPs are followed when necessary and to ensure that the National Incident Management System and the National Response Plan will be integrated into the regional PET process.

Executed this ____ day of _____, 2020.

_____ County

by:

Chairperson, County Board of Commissioners

**Appendix G4
Memorandum of Understanding (County Sample)**

_____ COUNTY NEBRASKA
COUNTY BOARD RECORD OF APPOINTMENT

Whereas the Nebraska Emergency Management Agency and the Nebraska Governor's Homeland Security Policy Group act as the State Administrative Agency for Homeland Security within the State of Nebraska,

Whereas _____ County has elected to participate in the Emergency Management and Homeland Security Programs set forth by Federal and State Agencies.

Whereas by participation in said Emergency Management and Homeland Security Programs _____ County is part of a (15) county emergency management region established by the State of Nebraska for purposes including but not limited to: Interoperable Planning and System Implementation, Disaster Planning, and the Emergency Management/Homeland Security/Interoperable Grant Program, and other programs as prescribed by State and Federal Authorities

_____ County by participating in the (15) county regional Emergency Management Group must appoint at minimum one person to serve as a member of and participate in the regional Emergency Management group to the full extent as permitted and required by the needs of the program. Authority of said appointee shall not exceed authority granted by State Statute and/or the policy and procedures of _____ County.

Such appointment shall be at the pleasure of the governing authority of the County and be perpetual for the duration of the Emergency Management group. Such appointment shall be reviewed each year at the annual organizational meeting of the County Board.

The _____ County Board of Supervisors does hereby appoint the _____ County Emergency Management Director and the _____ to the Emergency Management Regional group known as the _____ to fulfill all duties as required by the regional group.

This appointment is considered to be retroactive to the commencement of the region.

Approved and passed this _____ day of _____, 202__ .

County Board of Supervisors

Clerk of County Court

(insert County seal)

Appendix H

Media Templates

The linked document contains several pre-developed messages that spokespeople can use for different events. Spokespeople should practice delivering the three key messages, then work their way through the supporting points when needed. These messages were developed by Nebraska’s Behavioral Health Risk Communication Cadre – professionals with special expertise and knowledge of risk communication and threat assessment. The group meets monthly to discuss emergency plans and information related to behavioral health.

<http://disastermh.nebraska.edu/files/archive/DHHS%20Disaster%20Behavioral%20Health%20Risk%20Messages%20-%20June%202019.pdf>

Appendix I

Pre-negotiated Agreements, Contracts, and MOU's (District to insert here)

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Appendix J
Recording and Distributing the EOP Plan

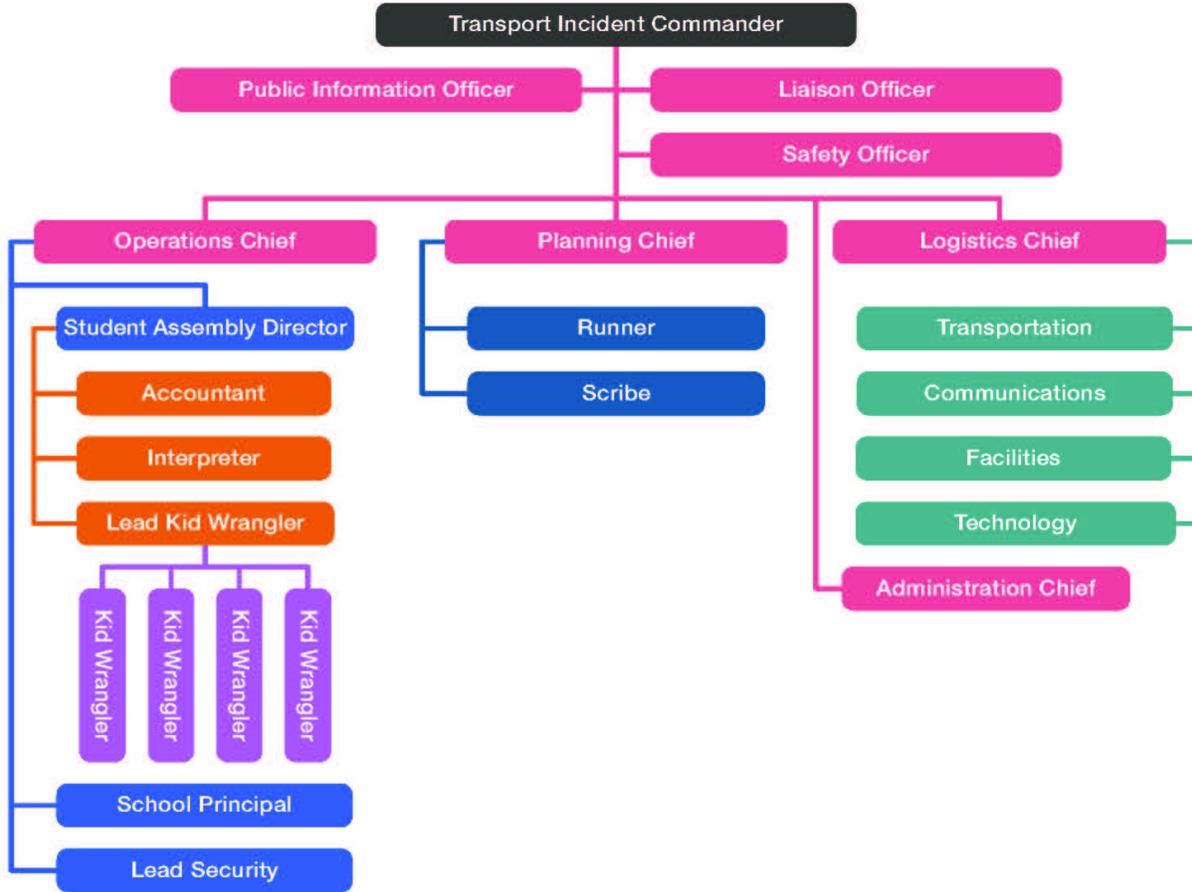
| TITLE/NAME OF PERSON RECEIVING PLAN | AGENCY | DELIVERY DATE | NUMBER OF COPIES DELIVERED |
|-------------------------------------|--|---------------|----------------------------|
| Kim Kildow | Bayard Schools | | |
| Travis Miller | Bayard Schools | | |
| Bobbie Stuart | Bayard Schools | | |
| Greg Schmall | City of Bayard | | |
| Ron Leal | Region 21 Emergency Management | | |
| Tim Newman | Region 22 Emergency Management | | |
| Nan Gould | Region 23 Emergency Management | | |
| Zak Douglass | Bayard Police Dept | | |
| Mike Harimon | Bayard Fire Dept. | | |
| Milo Cardenas | Morrill County Sheriff | | |
| Kay Anderson | Morrill County Emergency Management Deputy | | |
| Kelley Rice | Principal | | |
| Matt McLaughlin | Principal | | |
| Kirk Von Minden | Nebraska State Patrol | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Appendix K2
Schedule/Record of Drills**

(_____YR)

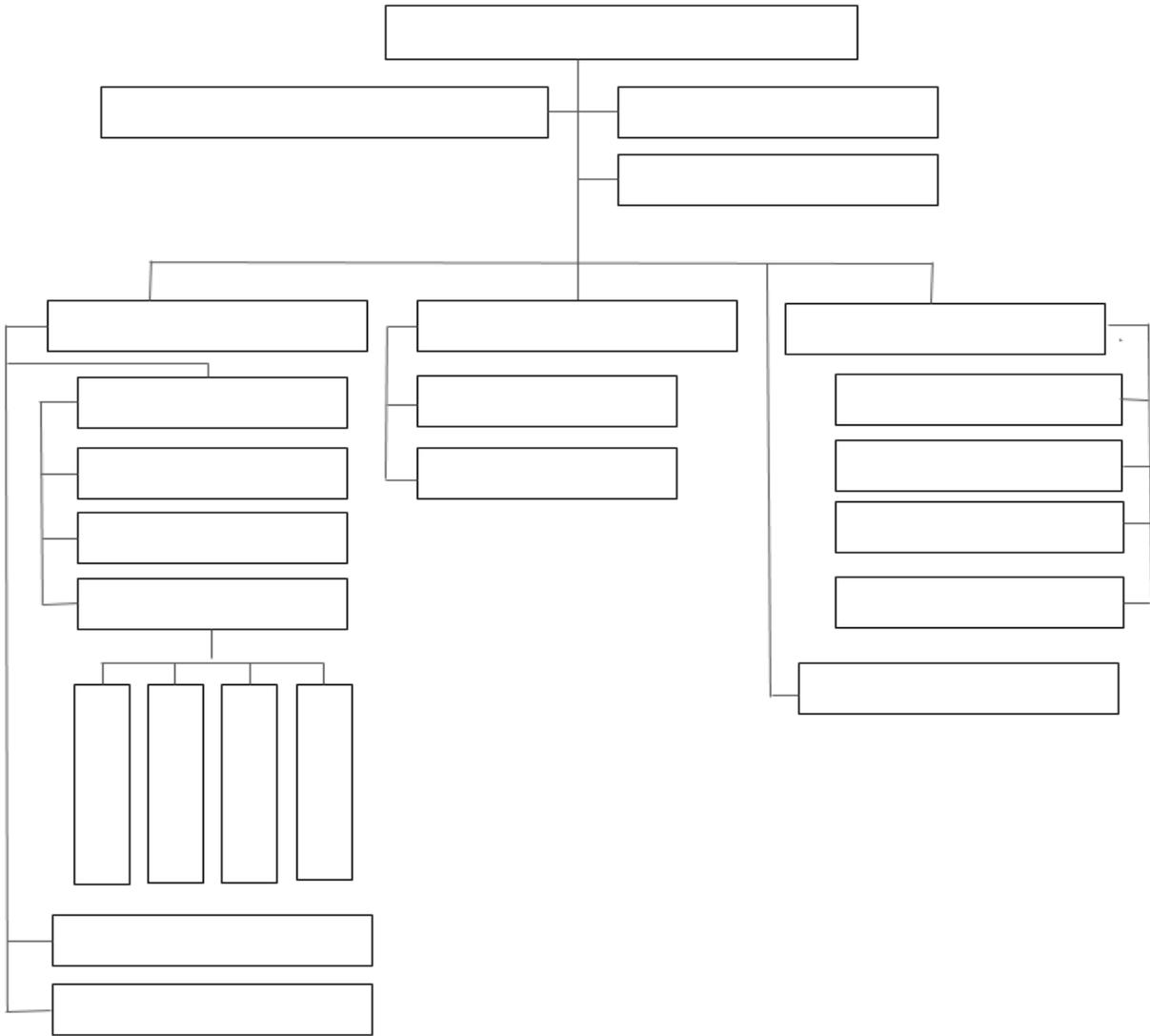
| | | | Present: ✓ | | Name: |
|-------------------|----------------------|--|----------------------|-----------|---------------------|
| Date Sched | Date Complete | Type of Drill (Evacuate/fire) - Required Varying Scenario Conditions (e.g., blocked entrance) | EMS | LE | School Admin |
| Aug | | | | | |
| Aug | | | | | |
| Sept | | | | | |
| Oct | | | | | |
| Nov | | | | | |
| Dec | | | | | |
| Jan | | | | | |
| Feb | | | | | |
| Mar | | | | | |
| Apr | | | | | |
| May | | | | | |
| | | Type of Drill (Shelter/Tornado) - Required | | | |
| Aug | | | | | |
| Mar | | | | | |
| | | Type of Drill (Evacuate/Bus) - Required | | | |
| Aug | | | | | |
| Jan | | | | | |
| | | Type of Drill (Hold in Classroom) - Encouraged | | | |
| Aug | | | | | |
| | | Type of Drill (Secure) - Highly Encouraged | | | |
| 1st Sem | | | | | |
| 2nd Sem | | | | | |
| | | Type of Drill (Lockdown) - Highly Encouraged | | | |
| 1st Sem | | | | | |
| 2nd Sem | | | | | |
| | | Type of Drill (Reunification) - Highly Encouraged | | | |

SAMPLE TRANSPORT ORGANIZATION CHART

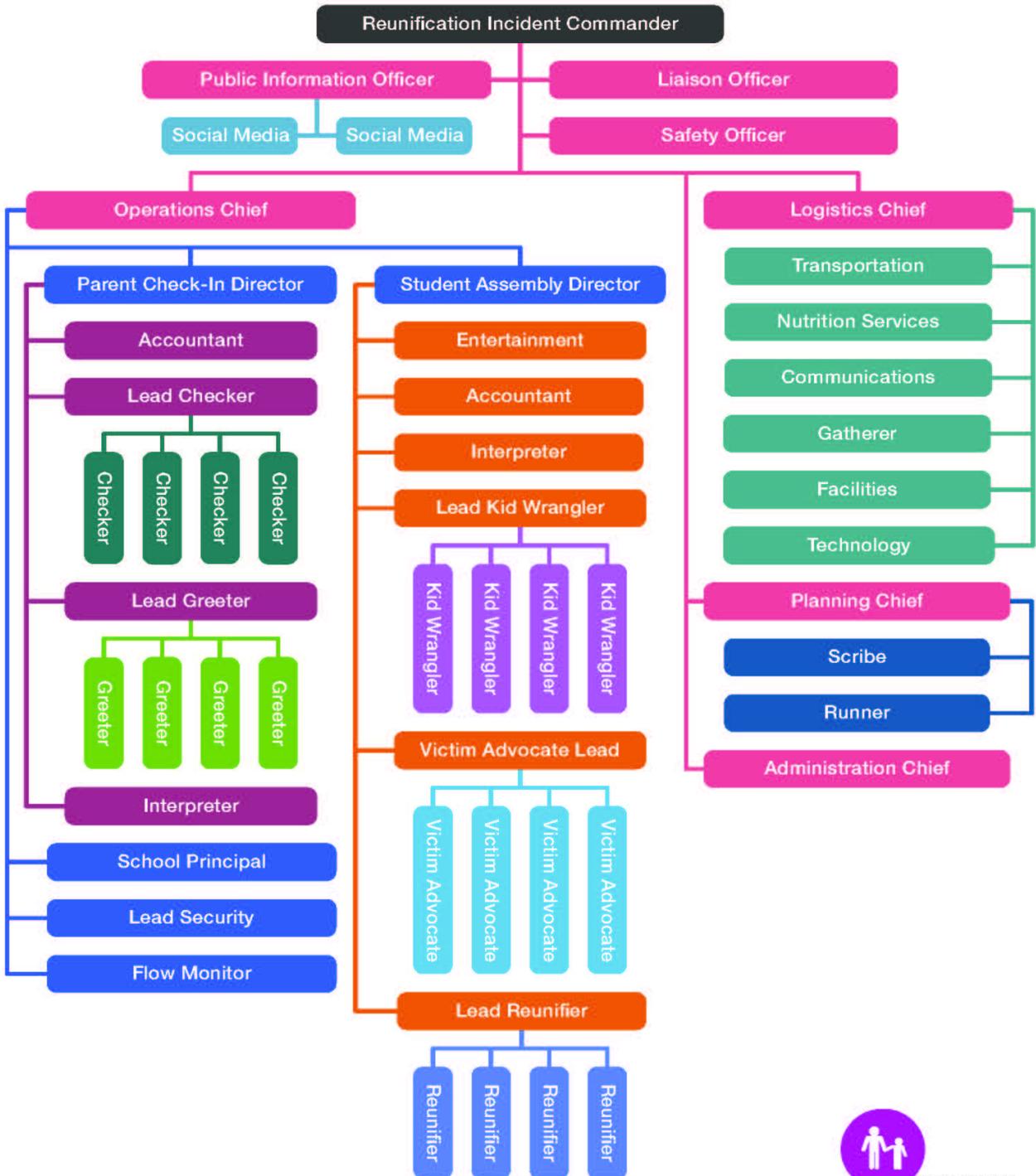


Appendix L1
Transport Organization Chart (Fillable)

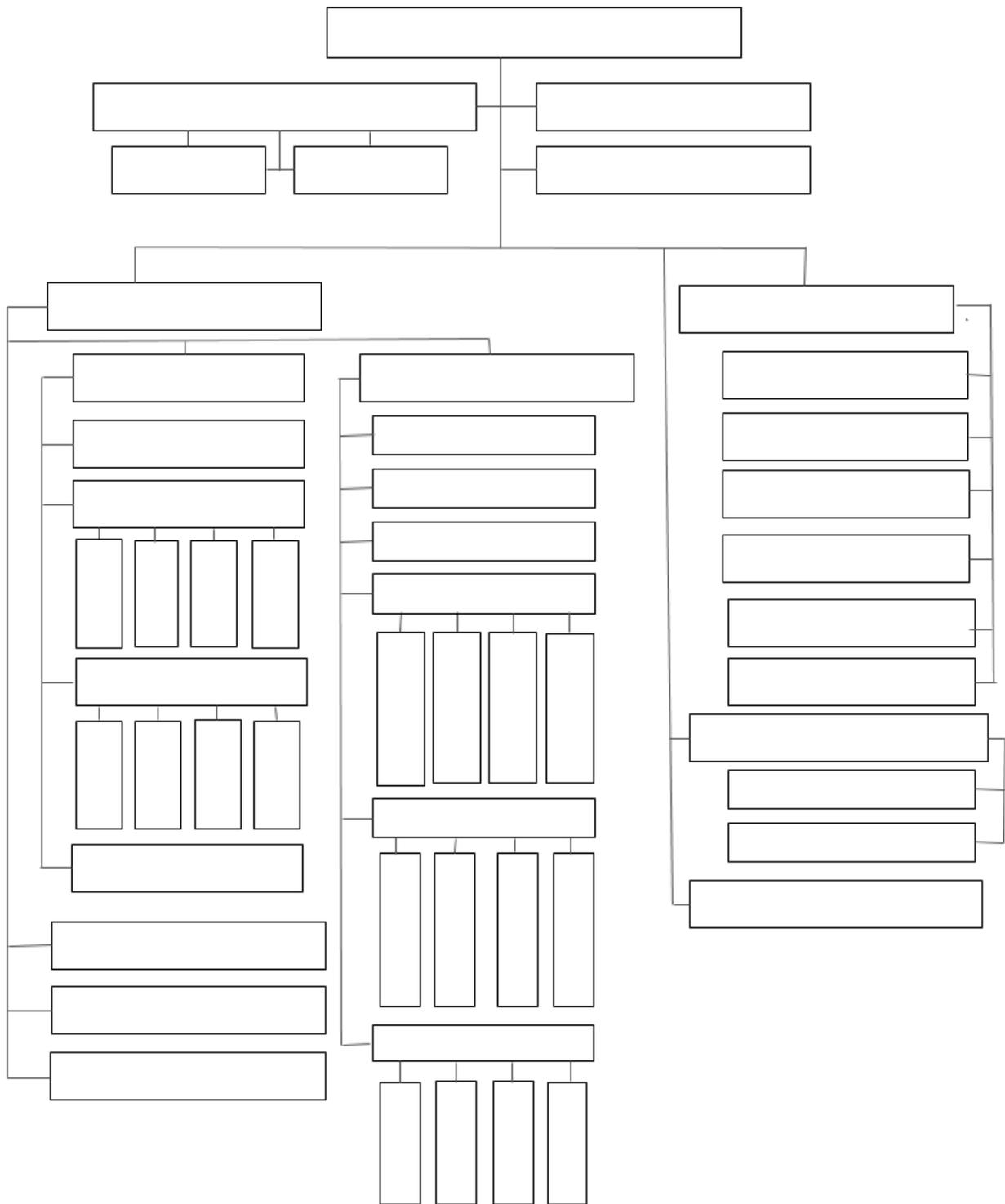
Complete the following [Transport Organization Chart](#) for your district. When you click on this link, you will be asked if you want to make a copy. This will allow you to make a copy on your Google drive.



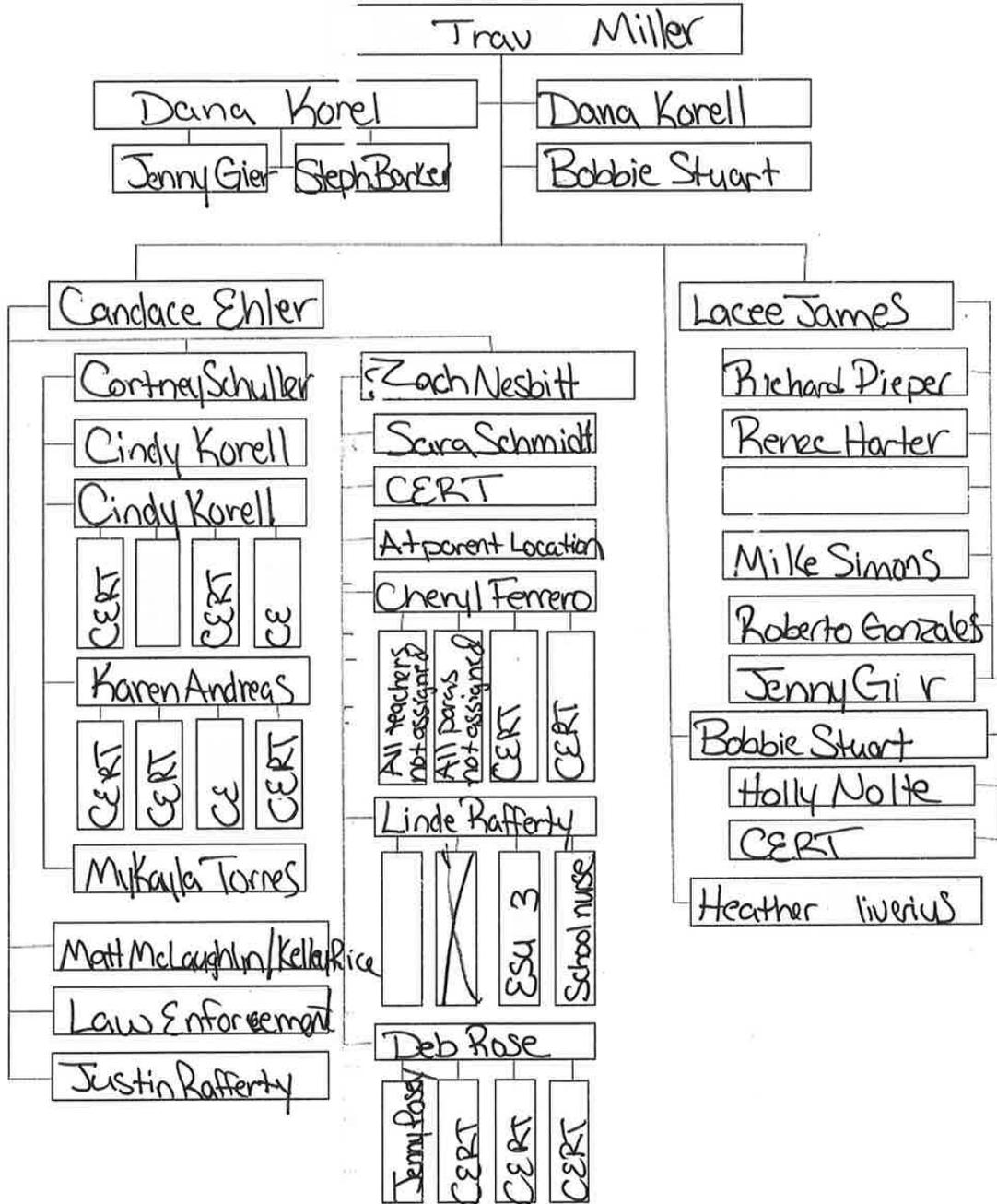
SAMPLE OFFSITE REUNIFICATION ORGANIZATION CHART



Appendix L2 [Offsite Reunification Chart](#) (Fillable) When you click on this link, you will be asked if you want to make a copy. This will allow you to make a copy on your Google drive.



Offsite Reunification Chart



Appendix M1
COOP

| Continuity of Operations Plan | | | |
|--|-------------------------|-------------------------|-------------------------|
| Goal: | | | |
| 1) Ensure that there are procedures in place to maintain or rapidly resume essential operations within the school after an incident that results in disruption of normal activities or services to the school. | | | |
| Objectives: | | | |
| 1.1 Define Essential Functions | | | |
| 1.2 Create Orders of Succession | | | |
| 1.3 Create Delegations of Authority | | | |
| 1.4 Identify Facilities and Locations | | | |
| 1.5 Establish Plans for Communications Continuity | | | |
| 1.6 Create a Plan for Assessing Vital Records | | | |
| 1.7 Establish a Plan for Human Capital Management | | | |
| 1.8 Establish Plans for Devolution | | | |
| 1.9 Establish a Plan for Reconstitution | | | |
| Before | | During | |
| Prevention | Preparedness | Response | Recovery |
| Business Services (payroll, purchasing) | | | |
| • Business Office Staff | • Business Office Staff | • Business Office Staff | • Business Office Staff |
| Human Resources | | | |
| • Business Office Staff | • Business Office Staff | • Business Office Staff | • Business Office Staff |
| Communications | | | |
| • PIO | • PIO | • PIO | • PIO |
| Technology Support (hardware, systems) | | | |
| • Tech Coordinator | • Tech Coordinator | • Tech Coordinator | • ESU13 |
| Facility Maintenance | | | |
| • Custodians | • Custodians | • Custodians | • Custodians |
| Building Safety & Security | | | |
| • Principals | • Principals | • Safety Officer | • Safety Officer |
| Safety & Well Being of Students | | | |
| • Principals | • Principals | • PFA Team | • PFA Team |

| | | | |
|----------------------------------|------------------|--------------|--------------|
| Continuity of Learning | | | |
| • Superintendent | • Superintendent | • Principals | • Principals |
| Restoration of School Operations | | | |
| • Superintendent | • Superintendent | • All Staff | • All Staff |

Appendix M2

COOP Form (Fillable)

| Continuity of Operations Plan | | | |
|---|--------------|----------|----------|
| Goals: | | | |
| 1) | | | |
| 2) | | | |
| 3) | | | |
| Objectives: | | | |
| 1.1 | | | |
| 1.2 | | | |
| 1.3 | | | |
| 2.1 | | | |
| 2.2 | | | |
| 2.3 | | | |
| 3.1 | | | |
| 3.2 | | | |
| 3.3 | | | |
| Before | | During | |
| Prevention | Preparedness | Response | Recovery |
| Business Services (payroll, purchasing) | | | |
| • | • | • | • |
| Human Resources | | | |
| • | • | • | • |
| Communications | | | |
| • | • | • | • |
| Technology Support (hardware, systems) | | | |
| • | • | • | • |
| Facility Maintenance | | | |
| • | • | • | • |
| Building Safety & Security | | | |
| • | • | • | • |
| Safety & Well Being of Students | | | |
| • | • | • | • |
| Continuity of Learning | | | |
| • | • | • | • |
| Restoration of School Operations | | | |
| • | • | • | • |

Appendix N1

Threats/Hazards List

| Protocols enacted | Threat/Hazard Examples | |
|-------------------|---|---|
| | <ul style="list-style-type: none"> ● Explosions ● Extreme Temperatures ● Social Media Attack ● Neighborhood Fire ● Wind chill ● Avalanches ● Pipe Line breaks ● Gas/Water breaks ● Nuclear Power Plant ● Nuclear Explosions ● Snow storms ● Planned warrant service in area ● Political demonstration ● Unknown or unauthorized person on grounds | <ul style="list-style-type: none"> ● I.C.E. raids ● Gangs ● Sex Offender ● Kidnapping ● Behavioral crisis ● Human trafficking ● Hostage situation ● Domestic violence ● Racial matter ● Civil unrest/Riot ● Fight/assault ● Dangerous animal on grounds ● Terroristic threat ● Thunder/lightning ● Criminal activity in area |
| | <ul style="list-style-type: none"> ● Gangs ● Terroristic threats ● Behavioral crisis ● Pipeline breaks ● Gas/water breaks ● Homicide ● Active killer ● Intruder ● Mass attack in crowded places in close proximity ● Explosions | <ul style="list-style-type: none"> ● Polling/voting places ● Parent/custodial issues ● Domestic violence ● Fight/assault ● Bioterrorism ● Social media attack ● Hostage situation ● Riot ● Racial matter ● Concealed weapons |
| | <ul style="list-style-type: none"> ● Bomb threat ● Earthquake ● Tsunamis ● Floods ● Flood debris flow ● Explosion ● Dam break | <ul style="list-style-type: none"> ● Snow storms ● Nuclear Power Plant ● Nuclear explosion ● Pipeline break ● Gas/water breaks ● Hostage situation ● Terroristic threat ● Chemical spills |
| | <ul style="list-style-type: none"> ● Hurricanes ● Earthquakes ● Chemical spills ● Nuclear Power Plant | <ul style="list-style-type: none"> ● Nuclear explosion ● Tornados ● Severe weather |
| | <ul style="list-style-type: none"> ● Auto/bus crashes ● Missing students ● Suicide (building or grounds) ● Drug dog ● Medical emergency ● Fight/assault | <ul style="list-style-type: none"> ● Suicide/Drowning ● Student/staff death ● Domestic violence ● Pandemic ● Epidemic |

Appendix N2

Appendix N3
Risk Assessment Worksheet

| Threat/Hazard | Probability | Magnitude | Warning | Duration | Risk Priority |
|--|---|---|---|---|--|
| Social Media Attack | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Utility Line Break | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Behavior Crisis | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Domestic Violence | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Fight/Assault | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Terroristic Threats | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Severe Weather | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Criminal Activity in Area | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Unknown or unauthorized person on grounds | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Parental/Custodial Issues | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Chemical Spills/Hazmat Incident | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |

Appendix N2

Risk Assessment Worksheet

| Threat/Hazard | Probability | Magnitude | Warning | Duration | Risk Priority |
|------------------------------|--|--|--|---|--|
| Medical Emergency | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Catastrophic 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| | 4) Highly likely 3) Likely 2) Possible 1) Unlikely | 4) Cat 3) Critical 2) Limited 1) Negligible | 4) Minimal 3) 6-12 hours 2) 12-24 hours 1) 24+ hours | 4) 12+ hours 3) 6-12 hours 2) 3-6 hours 1) < 3 hours | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |

Appendix N3

Examples of Threats/Hazards in SRP Areas

| <h1>Secure</h1> | | | |
|--|--|--|-----------------------------|
| Potential Hazards/Threats (outside) | | | |
| Explosions | Extreme Heat | Social Media Attack | Neighborhood Fire |
| Wind Chill | Avalanches | Pipe Line Breaks | Gas/Water Breaks |
| Nuclear Power Plant | Nuclear Explosions | Snow Storms | I.C.E. Raids |
| Gangs | Sex Offender | Kidnapping | Behavioral Crisis |
| Human Trafficking | Hostage Situation | Domestic Violence | Racial Matter |
| Civil Unrest | Fight/Assault | Riot | Terroristic Threat |
| Planned warrant service in the area | Mass Attacks in Crowded or Public Places - Distant Proximity | Unknown or unauthorized person on grounds | Dangerous Animal on grounds |
| Political Demonstration | Thunderstorm/ Lightning | Criminal Activity in Area | Bioterrorism |
| <ul style="list-style-type: none"> ● Secure the perimeter ● Lock outside doors ● Everyone inside the building ● Emergency contact list parents/guardians ● Develop EOP Plan prior ● Accountability of students/staff ● Assignment of staff at exterior doors ● Educate parents on secure protocols ● Educate students/staff on secure protocols ● Disseminate parent letter ● Public Information disseminated ● Notify staff/students ● Assignments made for notification coverage ● Door signs removed from exterior doors ● PIO update the all clear ● Scripted announcement modified to situations ● Modify routines according to time of situation (i.e., dismissal, lunch, end of day) ● Open campus return needs to be supervised at one door ● Ensure alignment with LEOP ● ● ● ● ● ● ● | | <ul style="list-style-type: none"> ● Drill Practice ● List of students ready ● Have 'go bags' ready ● Identify perimeter access points ● Ensure exterior doors lock ● Review security procedures frequently ● Copy & Laminate signage ● Display Signage on entrance/exit doors ● Create annual schedule of teaching protocols for parents Create annual schedule of teaching protocols for staff/students ● Create annual schedule for drilling ● Announcement of end of threat ● Checking in with staff/students who may have been affected ● Watch for students/staff signs & symptoms of distress ● Determine if further action is needed ● Educate students return from lunch, non-exit out of building protocol if in secure ● First Aid Kit ● Ensure medicine, food, etc. for medical purposes available ● ● ● ● ● ● ● | |

Lockdown

Potential Hazards/Threats (inside)

| | | | |
|--|-----------------------|--------------------------|---------------------|
| Gangs | Behavioral Crisis | Terroristic Threat | Pipe Line Breaks |
| Gas/Water Breaks | Homicide | Active Killer | Intruder |
| Mass Attacks in Crowded or Public Places - Close Proximity | Polling/Voting Places | Parental Custodial Issue | Domestic Violence |
| Fight/Assault | Bioterrorism | Explosions | Social Media Attack |
| Hostage Situation | Riot | Racial Matter | Concealed Weapon |

| | |
|---|--|
| <ul style="list-style-type: none"> ● Develop EOP Plan prior ● Accountability of students/staff ● Educate parents on lockdown protocols ● Educate students/staff on lockdown protocols ● Disseminate parent letter ● Public Information disseminated ● Notify staff/students ● Assignments made for notification coverage ● Administrator or law enforcement officer unlock each classroom door for the all clear ● Scripted announcement modified to situations ● Modify routines according to time of situation (i.e., dismissal, lunch, end of day) ● Collaborating with community partners ● Testing alarm and intercom systems ● Establish strong visitor protocols ● Educate all staff/students on visitor protocols ● Exercise possible situations ● Educate substitutes on protocols ● Practice and test “out of sight” ● Buses available for evacuation ● Reunification sites identified ● Reunification drilled and exercised ● Set up the reunification site and process (PFA support, interview, notification rooms) ● Establish media location ● Establish Incident Command ● Identify school representative to serve on ESU level SRM Team ● Call 911 - regardless ● First Aid Kit ● Recovery - work under ICS Structure ● Evacuation sites identified ● | <ul style="list-style-type: none"> ● Drill Practice(Muscle memory) ● List of students ready ● Have ‘go bags’ ready ● Review security procedures frequently ● Copy & Laminate signage ● Display Signage in prominent places ● Create annual schedule of teaching protocols for parents ● Create annual schedule of teaching protocols for staff/students ● Create annual schedule for drilling ● Checking in with staff/students who may have been affected ● Watch for students/staff signs & symptoms of distress ● Threat assessment team and process in place ● Threat management process in place ● Office Personnel attend Secretaries Safety Training ● Doors/windows numbered (interior & exterior) ● Ensure all classroom door locks in working condition (from inside if possible) ● Evacuation sites tested for functionality ● ROK KIT prepared and ready to go ● Third party identified to answer student call when self evacuating ● Third party trained how to answer call ● Assign personnel to, set and mark perimeter at school ● Assign personnel to, set and mark perimeter at reunification site ● Ensure medicine, food, etc. for medical purposes available ● Ensure alignment with LEOP |
|---|--|

Evacuate

Potential Hazards/Threats

| | | | |
|---------------------|--------------------|------------------|------------------|
| Bomb Threat | Earthquake | Tsunamis | Floods |
| Explosions (inside) | Flood Debris Flow | Dam Break | Snow Storms |
| Nuclear Power Plant | Nuclear Explosions | Pipe Line Breaks | Gas/Water Breaks |
| Hostage Situation | Terroristic Threat | Wildfires | Chemical Spills |

| | |
|--|---|
| <ul style="list-style-type: none"> ● Everyone outside the building ● Emergency contact list parents/guardians ● Develop EOP Plan prior ● Accountability of students/staff ● Educate parents on evacuate protocols ● Educate students/staff on evacuate protocols ● Disseminate parent letter ● Notify staff/students ● Assignments made for notification coverage ● PIO notification ● Scripted announcement modified to situations ● Notification from an entity about a pending community hazard off school property ● Identify Evacuation Site - backup site identified ● Ensure accessibility at all times to evacuation site ● Assigned staff for safe street crossing ● Call 911 - regardless ● Reunification with parents following SRM ● If deemed all clear, school resumes and student movement back to building ● First Aid Kit ● Threat Assessment team assess validity and credibility of Bomb/Terroristic Threat ● | <ul style="list-style-type: none"> ● Drill Practice ● List of students ready ● Have 'go bags' ready ● Review security procedures frequently ● Copy & Laminate signage ● Display SRP Posters around building ● Create annual schedule of teaching protocols for parents ● Create annual schedule of teaching protocols for staff/students ● Create annual schedule for drilling ● Checking in with staff/students who may have been affected ● Watch for students/staff signs & symptoms of distress ● Determine if further action is needed ● Procedures for early dismissal due to evacuate situation ● Ensure medicine, food, etc. for medical purposes available ● Transportation plan ● Supervision of student movement to location (backup plan if teacher/staff incapacitated) ● PIO notification regarding next school day ● Ensure alignment with LEOP ● |
|--|---|

Incidental

Potential Hazard/Threat

| | | | |
|--|----------|--|---------------|
| Suicide (in building/on grounds) | Drug Dog | Medical Emergency | Fight/Assault |
| Domestic Violence | Pandemic | Epidemic | |
| <ul style="list-style-type: none"> ● Emergency contact list parents/guardians ● Develop EOP Plan prior ● Accountability of students/staff ● Assignment of staff at exterior doors ● Educate parents on protocols ● Educate students/staff on protocols ● Disseminate parent letter ● Public Information disseminated ● Notify staff/students ● Scripted announcement modified to situations ● Educate students about seatbelts ● Educate students about texting and driving ● Educate students about defensive driving ● Align memorials with PFA ● Contact suicide partners (i.e., LOSS teams) ● Follow ICS Structure for Auto/Bus Crashes ● Identify support rooms for PFA team ● ● ● ● ● ● ● ● | | <ul style="list-style-type: none"> ● Review security procedures frequently ● Checking in with staff/students who may have been affected ● Watch for students/staff signs & symptoms of distress ● Determine if further action is needed ● Ensure alignment with LEOP ● First Aid Kit ● Suicide Prevention Training ● Practice protocols for bus safety ● Bus evacuation drills ● Team has been trained in PFA ● Support team has PFA process in place ● Contact ESU for PFA assistance ● Good Supervision of all students in all settings ● Follow through with Bully/Cyberbullying reports ● ● ● ● ● ● ● | |

HOLD

Situation

| Auto/Bus Crashes | Suicide | Drowning | Staff/Student Death |
|--|---------|---|---------------------|
| Missing Student | | | |
| <ul style="list-style-type: none"> ● Develop EOP Plan prior ● Accountability of students/staff ● Educate parents on HOLD protocols ● Educate students/staff on HOLD protocols ● Disseminate parent letter ● Public Information disseminated ● Notify staff/students ● Assignments made for notification coverage ● PIO update the all clear ● Scripted announcement modified to situations ● Modify routines according to time of situation (i.e., dismissal, lunch, end of day) ● Open campus return needs to be supervised at one door ● Exterior/Interior Doors and Windows numbered ● Call 911 ● Move affected students away from line of sight of the incident ● | | <ul style="list-style-type: none"> ● Drill Practice ● Identify perimeter access points ● Ensure exterior doors lock ● Review security procedures frequently ● Create annual schedule of teaching protocols for staff/students ● Create annual schedule for drilling ● Announcement of end of threat ● Checking in with staff/students who may have been affected ● Watch for students/staff signs & symptoms of distress ● Determine if further action is needed ● Educate students return from lunch, non-exit out of building protocol if in HOLD ● Ensure alignment with LEOP ● First Aid Kit ● Ensure medicine, food, etc. for medical purposes available ● | |

**Appendix N4
Goals/Objectives and Action Plan**

| Hazard: SevereWeather/ Tornado | | | |
|--|--|---|---|
| <p>Goal:</p> <p>1) (BEFORE) Lessen effects of a weather by strengthening/securing building(s) and property to prevent loss or injury to life.</p> <p>2)(DURING) Protect life and property from damage by the weather.</p> <p>3)(AFTER) Provide necessary medical attention to those in need.</p> | | | |
| <p>Objectives:</p> <p>1.1 Conduct shelter/tornado training and drills.</p> <p>1.2 Identify location for shelter.</p> <p>1.3 Ensure shelter location(s) are structurally sound.</p> <p>2.1 Shelter all persons in the designated areas of the building.</p> <p>2.2 Ensure building structure is secure without unsecure objects</p> <p>2.3 Account for all persons and their safety.</p> <p>3.1 Assess all persons' safety.</p> <p>3.2 Call EMS to respond.</p> <p>3.3 Immediately begin to provide first aid. (medical/PFA)</p> <p>3.4 Evacuate from building.</p> | | | |
| Before | | During | After |
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> Develop EOP Plan prior | <ul style="list-style-type: none"> | <ul style="list-style-type: none"> Notify staff/students | <ul style="list-style-type: none"> Recovery - work under ICS Structure Announcement of end of threat Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> Public Information disseminated | <ul style="list-style-type: none"> Public Information disseminated Disseminate parent letter | <ul style="list-style-type: none"> Public Information disseminated Scripted announcement modified to situations | <ul style="list-style-type: none"> Public Information disseminated PIO update the all clear |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> | <ul style="list-style-type: none"> Ensure alignment with LEOP | <ul style="list-style-type: none"> Call 911 - to inform of Sheltering | <ul style="list-style-type: none"> |
| Safety Officer | | | |
| <ul style="list-style-type: none"> Ensure building are structurally sound Ensure exterior doors | <ul style="list-style-type: none"> Check local weather conditions on a regular basis Access to weather alert | <ul style="list-style-type: none"> Everyone inside the building | <ul style="list-style-type: none"> |

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| lock | <ul style="list-style-type: none"> radio ● Ensure alignment with LEOP | | |
| Operations | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● Assignments made for notification coverage ● Assignment of staff at exterior doors | <ul style="list-style-type: none"> ● Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> ● Identify students that need immediate physical/emotional support ● Watch for students/staff signs & symptoms of distress |
| Planning | | | |
| <ul style="list-style-type: none"> ● Develop EOP Plan prior | <ul style="list-style-type: none"> ● Have protocols developed for when school is weather watch/warnings ● Determine needs of special ed/physically challenged ● Review security procedures frequently ● Copy & Laminate signage ● Display Signage on areas of shelter ● Create annual schedule of teaching protocols for parents ● Create annual schedule of teaching protocols for staff/students ● Create annual schedule for drilling ● Educate students return from lunch, non-exit out of building protocol if in Hold ● Trainings/Drills are conducted ● Educate students/staff on Hold protocols ● Create annual schedule of teaching protocols for parents ● Educate parents on Hold protocols | <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● |
| Logistics | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● If feasible, hand held radios ● Ensure medicine, food, etc. for medical purposes available for those in need during Hold | <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● |

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| | | | |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians | <ul style="list-style-type: none"> • Accountability of students/staff • Place correct signage on entrance doors | <ul style="list-style-type: none"> • Accountability of students/staff |

**Appendix N4
Goals/Objectives and Action Plan**

| Hold (if occurring indoors) or Secure (if occurring outdoors): Behavior Crisis | | | |
|--|--|---|---|
| <p>Goal:</p> <ol style="list-style-type: none"> 1) (BEFORE) Prevent behavior from disrupting student learning. 2) (DURING) Mitigate injury to students/staff and property and try to de-escalate the incident 3) (AFTER) Get the individual proper treatment and assesment to lessen future escalations | | | |
| <p>Objectives:</p> <ol style="list-style-type: none"> 1.1 Train staff and students in hold/secure drills 1.2 Practice de-escalation techniques 1.3 Identify student concerns in PLC/MTSS meetings 2.1 Remove all audience by calling a Hold and place individual in a safe location without hazards if able 2.2 Call Law Enforcement for assistance if warranted 3.1 Call EMS if injuries occur. 3.2 Complete Threat Assessment to identify if student is on the pathway to violence 3.3 Determine if the individual needs any psychological/behavioral services with referral to the mental health team | | | |
| Before | | During | After |
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Establish PLC/MTSS teams | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Notify Law Enforcement • Notify staff/students • | <ul style="list-style-type: none"> • Recovery - work under ICS Structure • Announcement of end of threat • Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> • Public Information disseminated | <ul style="list-style-type: none"> • Public Information disseminated • Disseminate parent letter | <ul style="list-style-type: none"> • Public Information disseminated • Scripted announcement modified to situations | <ul style="list-style-type: none"> • Public Information disseminated • PIO update the all clear |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| Safety Officer | | | |
| <ul style="list-style-type: none"> • Ensure building are structurally sound • Ensure exterior doors lock | <ul style="list-style-type: none"> • • Ensure alignment with LEOP | <ul style="list-style-type: none"> • • | <ul style="list-style-type: none"> • • |
| Operations | | | |

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| • | <ul style="list-style-type: none"> • Regularly schedule PLC/MTSS meetings | Contact Mental Health team | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress |
| Planning | | | |
| • Develop EOP Plan prior | <ul style="list-style-type: none"> • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Trainings/Drills are conducted • Establish Threat Assessment Team | • | • |
| Logistics | | | |
| • | <ul style="list-style-type: none"> • If feasible, hand held radios • | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians | <ul style="list-style-type: none"> • Accountability of students/staff • Place correct signage on entrance doors | <ul style="list-style-type: none"> • Accountability of students/staff |

Appendix N5

Goals/Objectives and Action Plan (Fillable)

| Hold/Incidental: Medical Emergency | | | |
|--|--|---|---|
| <p>Goal:</p> <p>1) (BEFORE) Provide a safe/ healthy learning environment</p> <p>2)(DURING) Render first aid to individual experiencing a medical emergency with the least disruption to learning.</p> <p>3)(AFTER) Debrief with staff/students involved. If due to an accident correct hazard that created the medical emergency</p> | | | |
| <p>Objectives:</p> <p>1.1 Promote wellness and safety culture</p> <p>1.2 Conduct CPR/AED/Seizure/First Aid/ Blood Bourne Pathogen training to staff</p> <p>1.3 Upkeep of safe facilities and maintenance</p> <p>2.1 Ensure safety of self and others</p> <p>2.2 Identify when to call EMS and report on needed information for emergency responders. When in doubt call them out!</p> <p>2.3 Hold- Decrease the audience and have halls cleared</p> <p>.</p> <p>3.1 Immediately begin to provide PFA to those in need.</p> <p>3.2 Inspect area for hazards and ensures cleanliness</p> <p>3.3 Complete an After Action review</p> | | | |
| Before | | During | After |
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> Develop EOP Plan prior | <ul style="list-style-type: none"> Training for staff in First Aid/AED/ CPR | <ul style="list-style-type: none"> Notify staff/students if deemed necessary while ensuring privacy | <ul style="list-style-type: none"> Recovery - work under ICS Structure Announcement of end of incident Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> Public Information disseminated | <ul style="list-style-type: none"> Public Information disseminated Disseminate parent letter | <ul style="list-style-type: none"> Public Information disseminated Scripted announcement modified to situations | <ul style="list-style-type: none"> Public Information disseminated PIO update the all clear |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> | <ul style="list-style-type: none"> Ensure alignment with LEOP | <ul style="list-style-type: none"> Call 911 - to inform of emergency | <ul style="list-style-type: none"> |
| Safety Officer | | | |

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|--|--|--|---|
| <ul style="list-style-type: none"> • Ensure building are structurally sound and safe • | <ul style="list-style-type: none"> • conditions on a regular basis <ul style="list-style-type: none"> • All doors are in working order and free of clutter • • | <ul style="list-style-type: none"> • Everyone clear of halls • Meet emergency responders at the door and escort them to location | <ul style="list-style-type: none"> • Put in maintenance work order if needed • |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior | <ul style="list-style-type: none"> • • Determine needs of special ed/physically challenged • Review security procedures frequently • Copy & Laminate signage • Display Signage on areas of shelter • Create annual schedule of teaching protocols for parents • Create annual schedule of CPR/ First Aid training • Create annual schedule for drilling • Educate students return from lunch, non-exit out of building protocol if inHold • Trainings/Drills are conducted • Educate students/staff on Hold protocols • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Educate parents on Hold protocols | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| Logistics | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • If feasible, hand held radios | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

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| | <ul style="list-style-type: none"> ● Ensure Talako Safety box supplies are in needed location ● Ensure medicine, food, etc. for medical purposes available in Hold ● Supplies in Talako Safety boxes are not expired and stocked ● Notify Nurse of any used supplies that need replaced | | |
| Finance/Administration | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● List of students ready ● Emergency contact list parents/guardians | <ul style="list-style-type: none"> ● Accountability of students/staff ● Place signage on entrance doors | <ul style="list-style-type: none"> ● Accountability of students/staff |

Incidental - Suicide

Goal:

- 1) (BEFORE) Prevent a suicide from occurring. (especially on school grounds)
- 2) (DURING) Protect all persons and loss of life.
- 3) (AFTER) Provide medical and psychological support to staff/students.

Objectives:

- 1.1 Provide comprehensive multi-level suicide prevention training to staff/students.
- 1.2 Make available a report line to share concerns of reference suicidal staff/students.
- 1.3 Develop strong relationships with all students/staff.

- 2.1 Secure all persons in the building.
- 2.2 Account for all persons.
- 2.3 Call law enforcement/EMS.

- 3.1 Provide first aid to those in need.
- 3.2 Provide PFA to those in need.

| Before | | During | After |
|---|--|---|---|
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> ● Develop EOP Plan prior ● Comprehensive Supervision of all staff/students in all settings | | <ul style="list-style-type: none"> ● Align memorials with PFA ● Notify staff/students | <ul style="list-style-type: none"> ● Align memorials with PFA ● Recovery - work under ICS Structure ● Announcement of end of threat ● Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> ● Public Information disseminated | <ul style="list-style-type: none"> ● Scripted announcement ready to be modified ● Public Information disseminated ● Disseminate parent letter | <ul style="list-style-type: none"> ● Public Information disseminated ● Scripted announcement modified to situations | <ul style="list-style-type: none"> ● Scripted announcement modified to situations ● Public Information disseminated ● PIO update the all clear |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● Ensure alignment with LEOP | <ul style="list-style-type: none"> ● Contact ESU for PFA assistance ● Call 911 - to inform of Sheltering | <ul style="list-style-type: none"> ● Contact ESU for PFA assistance ● Contact suicide partners (i.e., LOSS teams) |
| Safety Officer | | | |
| <ul style="list-style-type: none"> ● Ensure buildings are structurally sound ● Ensure exterior doors lock | <ul style="list-style-type: none"> ● Ensure alignment with LEOP | <ul style="list-style-type: none"> ● Everyone inside the building | <ul style="list-style-type: none"> ● Follow through with Bully/Cyberbullying reports |
| Operations | | | |

| | | | |
|---|--|---|---|
| • | <ul style="list-style-type: none"> • Assignment of staff at exterior doors • Identify PFA support rooms for PFA team • Assignments made for notification coverage | <ul style="list-style-type: none"> • Align memorials with PFA • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> • Checking in with staff/students who may have been affected • Watch for students/staff signs & symptoms of distress • Identify students that need immediate physical/emotional support |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • | <ul style="list-style-type: none"> • Suicide Prevention Training • Team has been trained in PFA • Support team has PFA process in place • Review security procedures frequently • Educate students/staff on Suicide prevention • Educate students, staff, parents, and community in report line and how to report concerns | • | • |
| Logistics | | | |
| • | <ul style="list-style-type: none"> • Ensure medicine, food, etc. for PFA support rooms | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • Emergency contact list parents/guardians | <ul style="list-style-type: none"> • Accountability of students/staff | <ul style="list-style-type: none"> • Accountability of students/staff |

Shelter/Evacuate: Chemical or Hazardous Material (in Community)

Goal:

- 1) (BEFORE) To be as prepared as possible to respond to a chemical or hazardous materials spill.
- 2) (DURING) Protect all persons from injury or harm.
- 3) (AFTER) Determine the safety and quality of air/surroundings.

Objectives:

- 1.1 Be prepared and have knowledge of what possible chemicals are in your community.
- 1.2 To identify locations to shelter during a chemical spill.
- 1.3 To have all necessary materials/supplies for room sealing.
- 1.4 Ensure HVAC shut offs are in working condition.
- 1.5 Provide training to staff and students how to shelter and seal an identified location.

- 2.1 Notify and ensure all persons to shelter because of chemical spill.
- 2.2 Account for all staff and students.
- 2.3 All locations with people are sealed.
- 2.4 Administer first aid.

- 3.1 Connect with local fire/rescue for assistance to determine next steps.
- 3.2 Prepare to evacuate or return to a learning environment.

| Before | | During | After |
|---|--|--|--|
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> ● Develop EOP Plan prior | <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● Notify staff/students | <ul style="list-style-type: none"> ● Recovery - work under ICS Structure ● Announcement of end of threat ● Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> ● Public Information disseminated | <ul style="list-style-type: none"> ● Scripted announcement ready to be modified ● Public Information disseminated ● Disseminate parent letter | <ul style="list-style-type: none"> ● Disseminate parent letter ● Public Information Disseminated ● Scripted announcement modified to situations | <ul style="list-style-type: none"> ● Announcement of end of threat ● Disseminate parent letter ● Public Information disseminated ● PIO update the all clear ● |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● Ensure alignment with LEOP ● | <ul style="list-style-type: none"> ● Call 911 | <ul style="list-style-type: none"> ● |
| Safety Officer | | | |
| <ul style="list-style-type: none"> ● Review security procedures frequently ● Ensure building are structurally sound | <ul style="list-style-type: none"> ● Check local weather conditions on a regular basis ● Access to weather alert | <ul style="list-style-type: none"> ● Everyone inside the building | <ul style="list-style-type: none"> ● |

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| <ul style="list-style-type: none"> • Ensure exterior doors lock | <ul style="list-style-type: none"> radio • Ensure alignment with LEOP • Identify perimeter access points | | |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Assignments made for notification coverage • Assignment of staff at exterior doors | <ul style="list-style-type: none"> • Lock outside doors • Secure the perimeter • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) • HVAC system turned off for chemical spill • Checking in with staff/students who may have been affected | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress • Checking in with staff/students who may have been affected |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior | <ul style="list-style-type: none"> • Educate parents on secure protocols • Educate students/staff on secure protocols • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Create annual schedule for drilling • Determine needs of special ed/physically challenged • Review security procedures frequently • Copy & Laminate signage • Display Signage on areas of shelter • Educate students return from lunch, non-exit out of building protocol • Trainings/Drills are conducted | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| Logistics | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Regularly clean Shelter area | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

| | | | |
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| | <ul style="list-style-type: none"> ● If feasible, hand held radios ● Display Signage on areas of shelter ● All Shelter locations identified, appropriate for type of hazard ● Appropriate Shelter supplies placed in shelter locations (i.e., duct tape, plastic, bottled water) ● Food and snacks ● Ensure medicine, food, etc. for medical purposes available in Shelter ● Supplies in Shelter (alternative supplies - flashlights, alternative power supply, First Aid Kit, Weather Alert Radio) ● Have 'go bags' ready | | |
| Finance/Administration | | | |
| <ul style="list-style-type: none"> ● | <ul style="list-style-type: none"> ● List of students ready ● Emergency contact list parents/guardians | <ul style="list-style-type: none"> ● Accountability of students/staff ● Place signage on exterior doors | <ul style="list-style-type: none"> ● Accountability of students/staff |

Lockdown - Intruder in building

Goal:

- 1) (BEFORE) Prevent an intruder on school grounds.
- 2) (DURING) Protect all persons from injury or loss of life.
- 3) (AFTER) Provide necessary medical/PFA attention to those in need

Objectives:

- 1.1 Security measures in place.
- 1.2 Provide SRP training to all staff and students at least twice a year.
- 2.1 Implement lockdown: locks, lights, out of sight.
- 2.2 Account for all persons.
- 2.3 Call 911 for law enforcement and EMS to respond.
- 2.4 Begin first aid and PFA where feasible.
- 3.1 Continue first aid and PFA.

| Before | | During | | After | |
|--|--|---|--|---|--|
| Prevention | | Preparedness | | Recovery | |
| Incident Commander | | | | | |
| <ul style="list-style-type: none"> ● Develop EOP Plan prior ● Threat <i>management</i> process in place | | <ul style="list-style-type: none"> ● Threat <i>assessment</i> team and process in place | | <ul style="list-style-type: none"> ● Establish Incident Command ● Not opening classrooms w/o law enforcement ● Notify staff/students | |
| <ul style="list-style-type: none"> ● Administrator or law enforcement officer unlock each classroom door for the all clear ● Recovery - work under ICS Structure ● Announcement of end of threat ● Determine if further action is needed | | | | | |
| Public Information Officer | | | | | |
| <ul style="list-style-type: none"> ● Public Information disseminated | | <ul style="list-style-type: none"> ● Public information disseminated ● Disseminate parent letter | | <ul style="list-style-type: none"> ● Public Information disseminated ● Scripted announcement modified to situations | |
| <ul style="list-style-type: none"> ● Public Information disseminated ● PIO update the all clear | | | | | |
| Liaison Officer | | | | | |
| <ul style="list-style-type: none"> ● | | <ul style="list-style-type: none"> ● Ensure alignment with LEOP ● Collaborating with community partners | | <ul style="list-style-type: none"> ● Call 911 ● Ensure alignment with LEOP ● Communication with EMS and Law Enforcement | |
| <ul style="list-style-type: none"> ● Ensure alignment with LEOP | | | | | |
| Safety Officer | | | | | |
| <ul style="list-style-type: none"> ● Ensure building are structurally sound ● Ensure exterior doors lock ● Review security | | <ul style="list-style-type: none"> ● Ensure alignment with LEOP | | <ul style="list-style-type: none"> ● Everyone inside the building ● Protect crime scene ● "Don't touch anything" | |
| <ul style="list-style-type: none"> ● | | | | | |

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|---|---|---|---|
| procedures frequently | | | |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Assignments made for notification coverage • Assignment of staff at exterior doors • Testing alarm and intercom systems • Buses available for evacuation • Evacuation sites tested for functionality • If feasible, hand held radios | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) • Assign personnel to, set and mark perimeter at school • Assign personnel to, set and mark perimeter at reunification site | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress • Render First aid • Assign personnel to, set and mark perimeter at school • Assign personnel to, set and mark perimeter at reunification site |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Office Personnel attend Secretaries Safety Training | <ul style="list-style-type: none"> • Establish media location • Evacuation sites identified • Third party identified to answer student call when self evacuating • Third party trained how to answer call • Determine needs of special ed/physically challenged • Copy & Laminated signage • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Create annual schedule for drilling • Educate students return from lunch, non-exit out of building protocol • Trainings/Drills are conducted • Educate students/staff on protocols • Educate parents on protocols • Establish strong visitor protocols • Educate all | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

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|------------------------|---|---|--|
| | <ul style="list-style-type: none"> staff/students on visitor protocols ● Exercise possible situations ● Educate substitutes on protocols ● Practice and test “out of sight” ● Reunification sites identified ● Reunification drilled and exercised ● Set up the reunification site and process (PFA support, interview, notification rooms) | | |
| Logistics | | | |
| ● | <ul style="list-style-type: none"> ● Doors/windows numbered (interior & exterior) ● Have ‘go bags’ ready ● ROK KIT prepared and ready ● Ensure medicine, food, etc. for medical purposes available in Shelter ● Supplies in Shelter (alternative supplies - flashlights, alternative power supply, First Aid Kit) ● If feasible, hand held radios | ● | ● |
| Finance/Administration | | | |
| ● | <ul style="list-style-type: none"> ● List of students ready ● Emergency contact list parents/guardians ● Key control for all staff | <ul style="list-style-type: none"> ● Accountability of students/staff ● | <ul style="list-style-type: none"> ● Accountability of students/staff |

Evacuate - Fire

Goal:

- 1) (BEFORE) Prevent a fire from occurring on school grounds.
- 2) (DURING) Protect Students/Staff from injury or loss of life.
- 3) (AFTER) Provide necessary medical attention to those in need.

Objectives:

- 1.1 Provide fire prevention training to all students and staff especially those who use combustible materials or equipment.
- 1.2 Store combustible materials in fire safe containers or rooms.
- 2.1 Evacuate everyone leaves the building immediately in an orderly and safe manner.
- 2.2 Account for all persons.
- 3.1 Notify 911 and EMS.
- 3.2 Immediately begin first aid.

| Before | | During | After |
|---|--|---|--|
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Notify staff/students | <ul style="list-style-type: none"> • Recovery - work under ICS Structure • Announcement of end of threat • Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Scripted announcement to be modified for situations • Disseminate SRP parent letter • Public Information disseminated | <ul style="list-style-type: none"> • Disseminate parent letter • Public Information disseminated • Scripted announcement modified to situations | <ul style="list-style-type: none"> • Disseminate parent letter • Public Information disseminated • PIO update the all clear • PIO notification regarding next school day |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • Call 911 - regardless (pacitated) | <ul style="list-style-type: none"> • |
| Safety Officer | | | |
| <ul style="list-style-type: none"> • Ensure buildings are structurally sound • Ensure exterior doors lock | <ul style="list-style-type: none"> • Supervision of student movement to location (backup plan if teacher/staff incapacitated) • Review security procedures frequently • | <ul style="list-style-type: none"> • Everyone outside the building • Supervision of student movement to location (backup plan if teacher/staff incapacitated) • Ensure accessibility at all times to evacuation site | <ul style="list-style-type: none"> • Supervision of student movement to location (backup plan if teacher/staff incapacitated) • Ensure accessibility at all times to evacuation site |

| | | | |
|---|--|---|--|
| Operations | | | |
| <ul style="list-style-type: none"> • Ensure buildings are structurally sound • Ensure exterior doors lock | <ul style="list-style-type: none"> • Reunification with parents following SRM • Assignments made for notification coverage • Assignment of staff at exterior doors • Assigned staff for safe street crossing • Ensure accessibility at all times to evacuation site <ul style="list-style-type: none"> • Fire route plans posted in all locations | <ul style="list-style-type: none"> • Reunification with parents following SRM • Display SRP Signs on building doors • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) • Assigned staff for safe street crossing | <ul style="list-style-type: none"> • Reunification with parents following SRM • Assigned staff for safe street crossing • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress • Carry out procedures for early dismissal due to evacuate situation |

| | | | |
|---|--|---|---|
| Planning | | | |
| <ul style="list-style-type: none"> • Display SRP Posters around building | <ul style="list-style-type: none"> • Identify Evacuation Site - backup site identified • Determine procedures for early dismissal due to evacuate situation • Determine needs of special ed/physically challenged • Copy & Laminate signage • Display SRP Posters around building • Create annual schedule of teaching evacuate protocols for parents • Create annual schedule of teaching evacuate protocols for staff/students • Create annual schedule for drilling • Educate students return from lunch, non-exit out of building protocol if in Evacuation | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

| | | | |
|---|--|--|--|
| | <ul style="list-style-type: none"> • Trainings/Drills are conducted • Educate students/staff on Evacuation protocols • All Evacuation locations identified, appropriate for type of hazard type | | |
| Logistics | | | |
| <ul style="list-style-type: none"> • Develop a Transportation plan | <ul style="list-style-type: none"> • Transportation plan • If feasible, hand held radios • Appropriate supplies (i.e., bottled water) • Have 'to go' bags ready • Food and snacks • Ensure medicine, food, etc, for medical purposes available • Coordinate supplies in Evacuate (alternative supplies - flashlights, First Aid Kit, bottled water) | <ul style="list-style-type: none"> • Transportation plan | <ul style="list-style-type: none"> • Transportation plan |
| Finance/Administration | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians | <ul style="list-style-type: none"> • Accountability of students/staff | <ul style="list-style-type: none"> • Accountability of students/staff |

| Incidental: Pandemic/Illness | | | |
|--|---|--|--|
| Goal: 1) Support a healthy/ safe learning environment 2) Minimize disruption to learning 3) Mitigate spread of illness | | | |
| Objectives: 1.1 Encourage healthy lifestyle to students and staff 1.2 Teach basic hygiene skills 1.3 Create positive culture 2.1 Create Continuity of Learning Plan 2.2 2.3 3.1 Maintain clean/sanitized facilities 3.2 Allow staff and students to wear PPE 3.3 Encourage social distancing when able to | | | |
| Before | | During | After |
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> Develop EOP | <ul style="list-style-type: none"> Develop Continuity of Learning Plan | <ul style="list-style-type: none"> Modify Continuity of Learning plan to fit the current situation | <ul style="list-style-type: none"> Recovery - work under ICS Structure Announcement of end of threat Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> | <ul style="list-style-type: none"> Scripted announcement to be modified for situations Disseminate SRP parent letter Public Information disseminated | <ul style="list-style-type: none"> Disseminate parent letter Public Information disseminated Scripted announcement modified to situations | <ul style="list-style-type: none"> Disseminate parent letter Public Information disseminated PIO update the all clear PIO notification regarding next school day |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> | <ul style="list-style-type: none"> Ensure alignment with LEOP | <ul style="list-style-type: none"> | <ul style="list-style-type: none"> |

| | | | |
|------------------------|---|---|---|
| Safety Officer | | | |
| • | <ul style="list-style-type: none"> • Review current medical guidance frequently • Review security procedures frequently | • | • |
| Operations | | | |
| • | <ul style="list-style-type: none"> • Ensure windows are in working order • Air quality monitors are active • Ensure clean facilities | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) • Follow recommended CDC cleaning requirements | <ul style="list-style-type: none"> • Check in with Staff/Students that may have been affected • Identify students in need of mental health supports |
| Planning | | | |
| • | <ul style="list-style-type: none"> • Educate parents on protocols • Educate Staff/Students on protocols | • | • |
| Logistics | | | |
| • | <ul style="list-style-type: none"> • Inventory PPE and other necessary supplies | <ul style="list-style-type: none"> • Monitor Supply of PPE and other necessary supplies • Transportation | <ul style="list-style-type: none"> • Restock of PPE • Transportation |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians | <ul style="list-style-type: none"> • Accountability of students/staff • Screen and track visitors | <ul style="list-style-type: none"> • Accountability of students/staff |

Type of Hazard/Threat: Social Media Attack/Cybersecurity Threat

Goal:

- 1) Keep student, staff, and school data secure
- 4) Prevent disruption from learning
- 5) Secure record keeping

Objectives:

- 1.1 Promote and educate safe online usage
- 1.2 Secure building
- 1.3

- 2.1 Have alternative ways to learn that do not require technology
- 2.2
- 2.3

- 3.1 Keep records on the cloud and minimize what is stored on the server
- 3.2
- 3.3

| Before | | During | | After | |
|--|--|---|--|--|--|
| Prevention | | Preparedness | | Recovery | |
| Incident Commander | | | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan | | <ul style="list-style-type: none"> • Keep records backed up | | <ul style="list-style-type: none"> • Notify Alicap | |
| <ul style="list-style-type: none"> • Determine if further action is needed | | | | | |
| Public Information Officer | | | | | |
| <ul style="list-style-type: none"> • | | <ul style="list-style-type: none"> • Scripted announcement to be modified for situations • Disseminate SRP parent letter • Public Information disseminated | | <ul style="list-style-type: none"> • Disseminate parent letter • Public Information disseminated • Scripted announcement modified to situations | |
| <ul style="list-style-type: none"> • Disseminate parent letter • Public Information disseminated • PIO update the all clear • PIO notification regarding next school day | | | | | |
| Liaison Officer | | | | | |
| <ul style="list-style-type: none"> • | | <ul style="list-style-type: none"> • Ensure alignment with LEOP | | <ul style="list-style-type: none"> • | |
| Safety Officer | | | | | |
| <ul style="list-style-type: none"> • | | <ul style="list-style-type: none"> • Review security | | <ul style="list-style-type: none"> • | |

| | | | |
|------------------------|---|--|--|
| | procedures frequently | | |
| Operations | | | |
| • | <ul style="list-style-type: none"> Keep records backed up | <ul style="list-style-type: none"> Ensure all computer systems are shut down and unplugged Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> Checking in with staff/students who may have been affected |
| Planning | | | |
| • | <ul style="list-style-type: none"> Keep records backed up Create annual schedule of teaching protocols for parents Create annual schedule of teaching protocols for staff/students | • | • |
| Logistics | | | |
| • | <ul style="list-style-type: none"> Ensure vital medical information is available | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> List of students ready Emergency contact list parents/guardians | <ul style="list-style-type: none"> Accountability of students/staff Screen and track visitors | <ul style="list-style-type: none"> Accountability of students/staff |

Type of Hazard/Threat: Accident/Fatality/Bus Accident

Goal:

- 1) (BEFORE) School Crisis Team in place
- 2) (DURING) Notification, take a minute to process before moving forward.
- 3) (AFTER) Providing necessary condolences to those in need. Review how the situation was handled.

Objectives:

- 1.1 Reach out to community resources
- 1.2 Plan to notify staff and student set in place
- 1.3 Create a template of a statement to be shared with staff and students.

- 2.1 Crisis Team meets to create the statement that will be used to communicate to staff and students
- 2.2 Crisis Team creates a plan on how to handle the current situation
- 2.3 Statements are released to the staff and students
- 2.4 Have counselors available on site

- 3.1 Get information out about viewing and funeral
- 3.2 Post catastrophe feedback session done by Crisis Team
- 3.3 Reach out to the family on behalf of the school

| Before | | During | After |
|--|--|--|---|
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> • Develop an EOP prior | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Notify staff/students • Align memorials with PFA | <ul style="list-style-type: none"> • Determine if further action is needed • Align memorials with PFA |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> • Information disseminated | <ul style="list-style-type: none"> • Scripted announcement ready to be modified • Disseminate parent letter • Public information disseminated | <ul style="list-style-type: none"> • Public Information disseminated • Scripted announcement modified to situations | <ul style="list-style-type: none"> • Public information disseminated • Scripted announcement modified to situations |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • Contact ESU for PFA assistance | <ul style="list-style-type: none"> • Contact ESU for PFA assistance • Contact other partners to assist with counseling |
| Safety Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Identify PFA support rooms for PFA team • Assignments made for notification coverage | <ul style="list-style-type: none"> • Align memorials with PFA • Modify routines according to time of situation (dismissal, | <ul style="list-style-type: none"> • Checking in with staff/students who may have been affected • Watch for student/staff signs & symptoms of |

| | | | |
|------------------------|--|---|--|
| | | lunch, end of day) | distress ● Identify students that need immediate physical/emotional support |
| Planning | | | |
| ● Develop EOP prior | <ul style="list-style-type: none"> ● Team has been trained in PFA ● Support team has PFA ● Training | ● | ● |
| Logistics | | | |
| ● | ● Ensure PFA support rooms have necessary equipment | ● | ● |
| Finance/Administration | | | |
| ● | <ul style="list-style-type: none"> ● List of students ready ● Emergency contact list parents/guardians | <ul style="list-style-type: none"> ● Accountability of students/staff ● Screen and track visitors | ● Accountability of students/staff |

Incidental: Domestic Violence

Goal:

- 1) (BEFORE) Prevent domestic violence on school grounds.
- 2) (DURING) Protect all persons from injury or loss of life.
- 3) (AFTER) Provide necessary medical/PFA attention to those in need

Objectives:

- 1.1 Security measures in place.
- 1.2 Provide SRP training to all staff and students at least twice a year.
- 1.3

- 2.1 Implement lockdown: locks, lights, out of sight.
- 2.2 Call 911 for law enforcement and EMS to respond.
- 2.3 Begin first aid and PFA where feasible.

- 3.1 Continue first aid and PFA.

| Before | | During | | After | |
|---|--|--|--|--|--|
| Prevention | | Preparedness | | Recovery | |
| Incident Commander | | | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Threat <i>management</i> process in place | | <ul style="list-style-type: none"> • Threat <i>assessment</i> team and process in place | | <ul style="list-style-type: none"> • Establish Incident Command • Not opening classrooms w/o law enforcement • Notify staff/students | |
| Public Information Officer | | | | | |
| <ul style="list-style-type: none"> • Public Information disseminated | | <ul style="list-style-type: none"> • Public information disseminated • Disseminate parent letter | | <ul style="list-style-type: none"> • Public Information disseminated • Scripted announcement modified to situations | |
| | | | | <ul style="list-style-type: none"> • Administrator or law enforcement officer unlock each classroom door for the all clear • Recovery - work under ICS Structure • Announcement of end of threat • Determine if further action is needed | |
| | | | | <ul style="list-style-type: none"> • Public Information disseminated • PIO update the all clear | |

| | | | |
|---|--|--|---|
| Liaison Officer | | | |
| • | <ul style="list-style-type: none"> • Ensure alignment with LEOP • Collaborating with community partners | <ul style="list-style-type: none"> • Call 911 • Ensure alignment with LEOP • Communication with EMS and Law Enforcement | <ul style="list-style-type: none"> • Ensure alignment with LEOP |
| Safety Officer | | | |
| <ul style="list-style-type: none"> • Ensure building are structurally sound • Ensure exterior doors lock • Review security procedures frequently | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • Everyone inside the building • Protect crime scene • "Don't touch anything" | • |
| Operations | | | |
| • | <ul style="list-style-type: none"> • Assignments made for notification coverage • Assignment of staff at exterior doors • Testing alarm and intercom systems • If feasible, hand held radios | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress • Render First aid |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Office Personnel attend Secretaries Safety Training | <ul style="list-style-type: none"> • Determine needs of special ed/physically challenged • Copy & Laminate signage • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Create annual schedule for drilling | • | • |

| | | | |
|------------------------|---|---|--|
| | <ul style="list-style-type: none"> • Educate students return from lunch, non-exit out of building protocol • Trainings/Drills are conducted • Educate students/staff on protocols • Educate parents on protocols • Establish strong visitor protocols • Educate all staff/students on visitor protocols • Exercise possible situations • Educate substitutes on protocols • Practice and test “out of sight” | | |
| Logistics | | | |
| • | <ul style="list-style-type: none"> • Doors/windows numbered (interior & exterior) • If feasible, hand held radios | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians • Key control for all staff | <ul style="list-style-type: none"> • Accountability of students/staff • Place signage on entrance doors | <ul style="list-style-type: none"> • Accountability of students/staff |

Type of Hazard/Threat: Utility Line Break

Goal:

- 1) (BEFORE) Lessen effects of line break by maintaining building(s) and property to prevent loss or injury to life.
- 2)(DURING) Protect life and property from damage by the line break
- 3) (AFTER) Provide necessary medical attention to those in need.

Objectives:

- 1.1 Conduct shelter/evacuation training and drills.
- 1.2 Identify location for shelter/evacuation.
- 1.3 Ensure shelter/evacuation location(s) are structurally sound.

- 2.1 Shelter all persons in the designated areas of the building.
- 2.2 Ensure building structure is secure without unsecure objects
- 2.3 Account for all persons and their safety.

- 3.1 Assess all persons' safety.
- 3.2 Call EMS to respond.
- 3.3 Immediately begin to provide first aid. (medical/PFA)
- 3.4 Evacuate from building.

| Before | | During | After |
|---|--|---|---|
| Prevention | Preparedness | Response | Recovery |
| Incident Commander | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Notify staff/students | <ul style="list-style-type: none"> • Recovery - work under ICS Structure • Announcement of end of threat • Determine if further action is needed |
| Public Information Officer | | | |
| <ul style="list-style-type: none"> • Public Information disseminated | <ul style="list-style-type: none"> • Public Information disseminated • Disseminate parent letter | <ul style="list-style-type: none"> • Public Information disseminated • Scripted announcement modified to situations | <ul style="list-style-type: none"> • Public Information disseminated • PIO update the all clear |
| Liaison Officer | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • Call 911 - to inform of Sheltering/Evacuation • Notify Utility Company | <ul style="list-style-type: none"> • |

| | | | |
|--|--|---|---|
| Safety Officer | | | |
| <ul style="list-style-type: none"> • Ensure building are structurally sound • Ensure exterior doors lock | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Assignments made for notification coverage • Assignment of staff at exterior doors | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior | <ul style="list-style-type: none"> • Determine needs of special ed/physically challenged • Review security procedures frequently • Copy & Laminate signage • Display Signage on areas of shelter • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Create annual schedule for drilling • Educate students return from lunch, non-exit out of building protocol if in Hold • Trainings/Drills are conducted • Educate students/staff on Hold protocols • Create annual schedule of teaching protocols for parents | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

| | | | |
|------------------------|---|---|--|
| | <ul style="list-style-type: none"> Educate parents on Hold protocols | | |
| Logistics | | | |
| • | <ul style="list-style-type: none"> If feasible, hand held radios Ensure medicine, food, etc. for medical purposes available for those in need during Hold | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> List of students ready Emergency contact list parents/guardians | <ul style="list-style-type: none"> Accountability of students/staff Place correct signage on entrance doors | <ul style="list-style-type: none"> Accountability of students/staff |

Incidental: Terroristic Threats

Goal:

- 1)(BEFORE) Prevent terroristic threats on school grounds.
- 2) (DURING) Protect all persons from injury or loss of life.
- 3) (AFTER) Provide necessary medical/PFA attention to those in need

Objectives:

- 1.1 Security measures in place.
- 1.2 Provide SRP training to all staff and students at least twice a year.

- 2.1 Implement lockdown or secure
- 2.2 Call 911 for law enforcement and EMS to respond.
- 2.3 Begin first aid and PFA where feasible.
- 2.4 Start a Threat Assessment

- 3.1 Continue first aid and PFA.

| Before | | During | | After | |
|---|--|---|--|---|--|
| Prevention | | Preparedness | | Recovery | |
| Incident Commander | | | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Threat <i>management</i> process in place | | <ul style="list-style-type: none"> • Threat <i>assessment</i> team and process in place | | <ul style="list-style-type: none"> • Establish Incident Command • Notify staff/students | |
| Public Information Officer | | | | | |
| <ul style="list-style-type: none"> • Public Information disseminated | | <ul style="list-style-type: none"> • Public information disseminated • Disseminate parent letter | | <ul style="list-style-type: none"> • Public Information disseminated • Scripted announcement modified to situations | |
| Liaison Officer | | | | | |
| <ul style="list-style-type: none"> • | | <ul style="list-style-type: none"> • Ensure alignment with LEOP • Collaborating with community partners | | <ul style="list-style-type: none"> • Call 911 • Ensure alignment with LEOP • Communication with EMS and | |
| <ul style="list-style-type: none"> • Ensure alignment with LEOP | | | | | |

| | | | |
|---|---|---|---|
| | | Law Enforcement | |
| Safety Officer | | | |
| <ul style="list-style-type: none"> • Ensure building are structurally sound • Ensure exterior doors lock • Review security procedures frequently | <ul style="list-style-type: none"> • Ensure alignment with LEOP | <ul style="list-style-type: none"> • Protect crime scene • “Don’t touch anything | <ul style="list-style-type: none"> • |
| Operations | | | |
| <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • Assignments made for notification coverage • Assignment of staff at exterior doors • Testing alarm and intercom systems • If feasible, hand held radios | <ul style="list-style-type: none"> • Modify routines according to time of situation (i.e., dismissal, lunch, end of day) | <ul style="list-style-type: none"> • Identify students that need immediate physical/emotional support • Watch for students/staff signs & symptoms of distress • Render First aid |
| Planning | | | |
| <ul style="list-style-type: none"> • Develop EOP Plan prior • Office Personnel attend Secretaries Safety Training | <ul style="list-style-type: none"> • Determine needs of special ed/physically challenged • Copy & Laminate signage • Create annual schedule of teaching protocols for parents • Create annual schedule of teaching protocols for staff/students • Create annual schedule for drilling • Educate students return from lunch, non-exit out of building protocol • Trainings/Drills are conducted | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |

| | | | |
|------------------------|--|---|--|
| | <ul style="list-style-type: none"> • Educate students/staff on protocols • Educate parents on protocols • Establish strong visitor protocols • Educate all staff/students on visitor protocols • Exercise possible situations • Educate substitutes on protocols • Practice and test “out of sight” | | |
| Logistics | | | |
| • | <ul style="list-style-type: none"> • Doors/windows numbered (interior & exterior) • If feasible, hand held radios | • | • |
| Finance/Administration | | | |
| • | <ul style="list-style-type: none"> • List of students ready • Emergency contact list parents/guardians • Key control for all staff | <ul style="list-style-type: none"> • Accountability of students/staff • Place signage on entrance doors | <ul style="list-style-type: none"> • Accountability of students/staff |

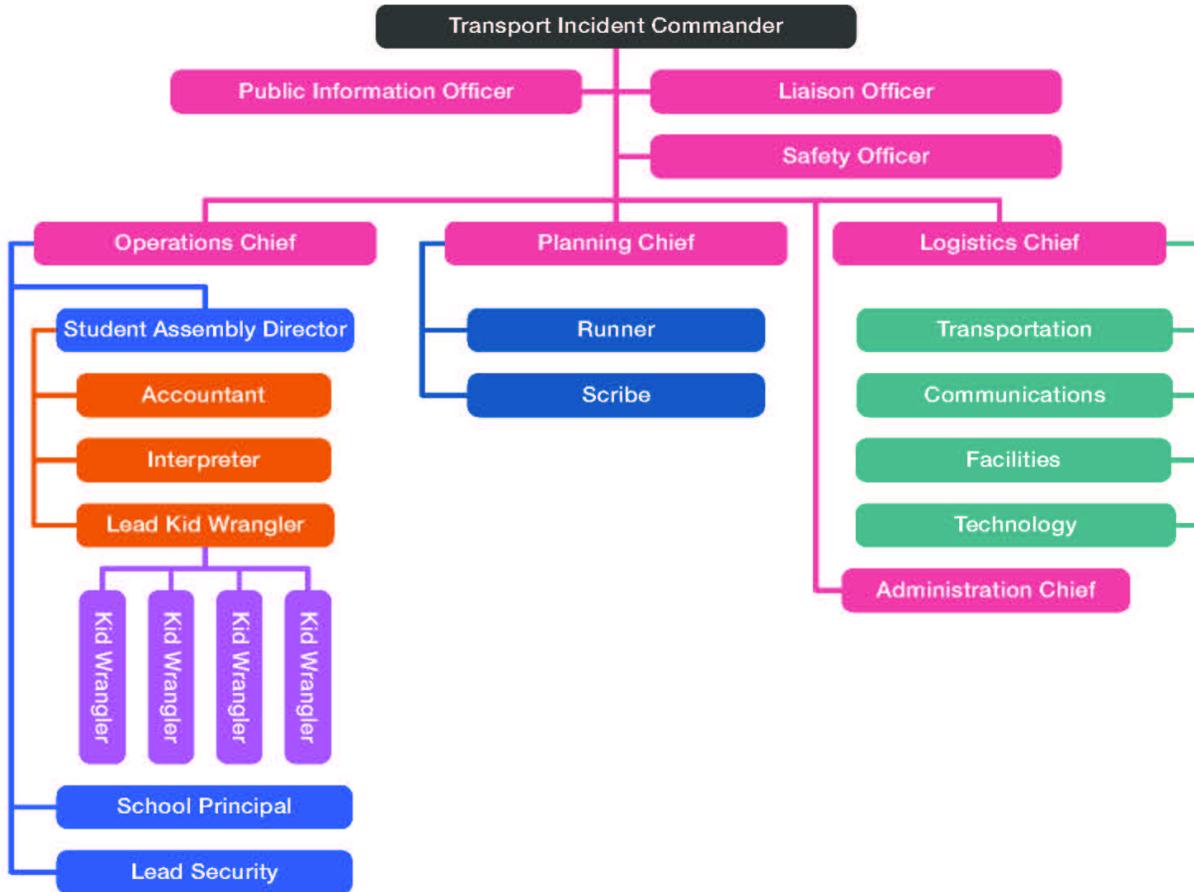
Sample Offsite Reunification Organization Chart
For Appendix L2

SAMPLE OFFSITE REUNIFICATION ORGANIZATION CHART



Sample Transport Organization Chart
For Appendix L1

SAMPLE TRANSPORT ORGANIZATION CHART





Proposal

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

TO: BAYARD PUBLIC SCHOOLS
P O BOX 607

BAYARD, NE 69334

Date: 8/7/2021

Quote Ref: 1-1CVL0PFF
Project Name: Auditorium unit
Site: BAYARD JUNIOR AND SENIOR HIGH
SCHOOL
726 4TH AVE
BAYARD, NE 69334-2065

ATTN: Travis Miller

We propose to furnish the materials and/or perform the work below for the net price of: \$137,233.13

For the above price this proposal includes:

Quoted price to change out the auditorium RTU. By upgrading the unit we will improve the air quality and reduce the spread of COVID.

This proposal DOES NOT include:

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

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

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

This proposal is valid through: 9/6/2021

BAYARD JUNIOR AND SENIOR HIGH SCHOOL

Johnson Controls

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

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



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

TERMS AND CONDITIONS

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

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

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

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

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

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

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.



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

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

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

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

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

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

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

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

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

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



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

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

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

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

Your Single Source Service Provider |



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

June 10, 2021

QUOTE NUMBER: Q2103237

RON PAUL

Rasmussen Mechanical Services
7200 Gibbon Road
Gibbon, NE 68840

TRAVIS MILLER

BAYARD PUBLIC SCHOOLS
726 4TH AVENUE
BAYARD, Nebraska
69334

Proposal

Subject: Bayard School Auditorium Roof Top

Travis Miller,

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

Inclusions:

- This Proposal is to replace the Roof Top that currently serves the Auditorium.
- New Roof Top to be Daikin Applied Packaged Single Zone Roof Top as follows: Double-wall construction, single point power block connection, discharge air control, 0-100% Economizer with Return Fan, Barometric Relief, Angular 2" MERV 8 Filters, DX Cooling coil and Stainless Steel Drain Pan, Supply Fan with internal spring isolation, Gas Heating with Stainless Steel Burners rated at 800 MBH input and 648 MBH output, 10:1 Modulating Burner, bottom return and supply, Air cooled condenser with 4-steps capacity control, Low Ambient Operation to 50 degrees F, Built in Hail Protection, Field Powered GFI, and Standard 1-year unit and extended 9-year heat exchanger parts warranties.
- We have included the extended 4-year compressor parts warranty.
- Crane for Hoisting Equipment on and off the Roof.
- Gas Piping changes to accommodate the new Equipment.
- Electrical Power as required.
- Material and Labor for a complete installation.
- Start-up and Commissioning once Installation is complete.

Exclusions:

- None Noted.

Price

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

ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED EIGHT DOLLARS & 00/100....\$149,708.00

Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$37,427
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

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

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

Respectfully Submitted,



Ron Paul

Rasmussen Mechanical Services

Phone: 308.234.9023 ex. 515/516

Mobile: +1 4022505799

Email: ron.paul@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: BAYARD PUBLIC
SCHOOLS

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2103237

Date of Acceptance

3000 Series – Business

POLICY NO.3001 - CASH RESERVE

BE IT RESOLVED, that in accordance with the regulations of the Nebraska Department of Education that the School District of Bayard shall be authorized to have a cash reserve not to exceed forty-five percent (45%) of the total budget adopted for such fund, exclusive of capital outlay items.

Adopted: 8-17-76

Revised: 8-19-93; 3-12-07

Reviewed: 3-8-10, 11-9-2020

POLICY NO. 3101 - SALE AND DISPOSAL OF SCHOOL PROPERTY

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express written approval of the superintendent.

Adopted: 8-17-76

Reviewed: 3-8-10, 11-9-2020

Revised: 11-14-11, 11-14-16

POLICY NO. 3131 - PROCUREMENT PLAN – SCHOOL FOOD AUTHORITIES

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

Procurement Policy

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$150,000 per year (per procurement event or in aggregate purchases) this organization will follow the informal Small Purchase Procedure.
- When the annual total for food service program related items is greater than \$150,000 per year (per procurement event or in aggregate purchases) this organization will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for annual transactions under \$3,500 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a minimum of three potential vendors
2. Document each vendor's quoted price
3. Select the company that provides the lowest, most responsive, and responsible bid
4. Inform all bidding companies in writing of the final decision made by the sponsor
5. Write contract for meal service between the sponsor and the winning bidder.

Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
 - a. Include detailed specifications
 - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
 - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
 - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
4. Award the contract
 - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
 - b. At least two weeks before program operations begin
 - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the bid threshold established in the sponsor’s procurement policy statement is less than \$150,000, the smaller bid threshold will govern.)

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. 2 CFR 200.319(a)(6)/7 CFR 3016.36(c)(3)(i)/7 CFR 3019.44(a)(3)(iv)]

- C. Documentation: We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, bid tabulations or any other significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)/7 CFR 3016.36(9)]
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)/7 CFR 3016.36(3)(1-1 v)]
- E. Procurement Review Process: This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.
- F. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)] [7 CFR Part 3016.36(b)(2)]
- G. General Requirements:
- Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
 - A cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. [2 CFR 200.323(a)]
 - Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. To work with staff and clients in developing acceptable menus for breakfast and lunch.
 2. To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).
 3. To place and confirm orders with vendors, or make plans to purchase the required items.
 4. To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.
 5. To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.

6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
7. To work with vendors on a fair and equal basis.
8. To develop a list of acceptable brands. (Multiple brands per bid item when possible.)
9. To conduct an in-house procurement review once per year.

Date of Adoption: October 9, 2017

Reviewed: 11-9-2020

POLICY NO. 3140 - CONTRACTING FOR SERVICES

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to bid but are subject to approval by the Board of Education in conformity with established policy.

Every contract for services to be provided to Bayard Public Schools shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

Legal Reference: Neb. Rev. Stat. § 4-114

Adopted: 6-14-10

Reviewed: 11-9-2020

POLICY NO.3201 - BIDDING

The Superintendent shall periodically estimate the requirements of standard items or classes of items and make quantity purchases. All purchases for supplies, materials, equipment and contractual services involving more than \$5,000.00 shall be based on competitive bids.

Competitive bidding shall be practiced by one of the following: formal bid with written specifications, written price quotations, or oral price quotations.

Bid instructions shall be clear and complete, conducive to competitive bidding.

The Superintendent shall seek bids from those sources who are able to offer the best prices, consistent with quality, delivery and service. Consideration must be given to local vendors whenever the following factors are equal: quality of product, suitability of product, price, conformance with the specifications, convenience of delivery, and past services to the school district.

Formal bids shall be opened in public at the prescribed time and place as indicated and tabulated for study.

After bids have been opened and tabulated they will be available for those interested in copy or study. They shall not, however, be removed from the purchasing office.

The right is reserved to reject any bid as submitted, and to make selection of materials or equipment as is, in the best judgment of the Board of Education or its purchasing agent, best suited for the purposed indicated. In the event of a tie bid the following procedure shall be followed:

- a) In the case of single items, the award will be made to a local vendor, if any, or if not, shall be made to the vendors who have offered the most consistent service and reliability in the past.
- b) In the case of multiple items where only a part of the items are tie bids, the award of all tie bids shall be made to a local vendor, if any, or if not, to the vendor who has done the best on the whole.

Adopted: 8-17-76

Reviewed: 3-8-10, 11-9-20

Revised: 11-14-11

POLICY NO. 3202 – GENERAL PURCHASING AND PROCUREMENT AND CREDIT CARD PURCHASING PROGRAM

I. Applicability of this policy.

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by passthrough 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 purchases made by the school district except construction, remodeling, repair and site improvements.

II. General Purchasing Policy

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. Purchasing Procedures

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must

sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 5 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.
- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000 authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- B. No purchase shall be made that violates any conflict of interest policy or law.
- C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase 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.

VI. Credit Card Purchasing Program

- A. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
- B. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing

card program. The Superintendent shall submit the approved names to the Board, from time to time.

- C. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
- D. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
- E. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Adopted: 8-17-76

Reviewed: 3-8-10, 11-9-20

Revised: 11-14-16, 3-9-20

POLICY NO. 3202.1 – FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS

II. Applicability of this policy.

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

III. Procurement System

The District maintains the following purchasing procedures:

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area. To the extent practicable, the District distributes micro-purchases

equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

c) The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Procurement by Competitive Proposals.

Competitive proposals are normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

a) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

b) Proposals must be solicited from an adequate number of qualified sources;

c) The District must have or produce a written method for conducting technical evaluations of the proposals received and for selecting recipients;

d) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

e) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

f) The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

5. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - iii. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

C. Use of Purchase (Debit & Credit)

Cards District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R. §200.319. The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300. The District will verify debarment or suspension by reviewing the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that it matches the purchase order, invoice, or contract and that it is in acceptable condition. Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and

11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or passthrough for a state-administered grant) for disposition instructions. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

V. Other Contract Matters

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted: 3-9-2020

Reviewed: 11-9-20

Revised:

POLICY NO. 3203 - EMPLOYEES INVOLVED IN OUTSIDE BUSINESS

An employee in the Bayard Public Schools may engage in business, activities outside the school provided he does not use any school time or school facilities or equipment for any part of this venture.

The Bayard Public Schools will not purchase any commodity, supply or service from a business owned or operated by an employee where that employee is employed by said business and is involved with the selection, specification or requisitioning of the commodity, supply or services to be used by the schools, or where said employee, either directly or indirectly, would receive any remuneration, commission, or gift because of such purchase.

Any exception to this policy would require action by the Board of Education.

Adopted: 8-17-76

Reviewed: 3-8-10, 11-9-20

POLICY NO. 3205 - INSURANCE

The school district will maintain a comprehensive insurance program to provide adequate coverage against major types of risk loss, or damage, as well as legal liability.

Administration of the insurance program, making recommendations for additional insurance coverage, placing the insurance coverage and loss prevention activities shall be the responsibility of the superintendent.

General and personal liability insurance will cover district Board members and employees only when acting in their official capacity.

The district will provide liability coverage for all district-owned or leased vehicles.

The district will establish and provide the opportunity for students to purchase student accident insurance. The district will not carry student accident insurance other than liability insurance.

The district will not be liable for theft and damage of personal property of students that is not a requirement for attendance or participation. Additionally, the district will not be liable for theft and damage of personal property of staff.

Adopted: 8-17-76

Revised: 7-13-81; 4-12-10

Reviewed: 11-9-20

POLICY NO. 3206 - CONFLICT OF INTEREST

Board members will abstain from voting on items that will place them in violation of State Statutes. They may declare to the Board in writing, of any possible areas where a conflict of interest may occur.

Adopted: 8-15-83

Reviewed: 3-8-10, 11-9-20

POLICY NO. 3207 - EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS

1. A member of the Board of Education or an administrator or other employee with supervisory responsibilities may employ or recommend or supervise the employment of an immediate family member if:
 - a) He or she does not abuse his or her official positions as such “abuse” is defined at paragraph 5 below;
 - b) He or she makes a full disclosure on the record to the Board of Education and a written disclosure to the Superintendent and/or Secretary of the Board; and,
 - c) The Board of Education approves the employment or supervisory position.

2. No immediate family member of a Board of Education or an administrator or other employee with supervisory responsibilities shall be employed by the School District:
 - a) Without first having made a reasonable solicitation and consideration of applications for such employment;
 - b) Who is not qualified for and able to perform the duties of the position;
 - c) For any unreasonable high salary;
 - d) Who is not required to perform the duties of the position.

3. Neither the Board of Education nor an administrator or other employee with supervisory responsibilities shall terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. This policy shall not apply to an immediate family member of a member of the Board of Education or an administrator or other employee with supervisory responsibilities who was previously employed in a position with the School District prior to the election or appointment of the Board member or employee. Prior to or as soon as reasonably possible after the official date a Board member takes office or an employee assumes his or her responsibilities, such Board member, administrator or other employee with supervisory responsibilities shall make a full disclosure or any immediate family member employed in a position subject to this policy.

5. Abuse of an official position includes, but is not limited to, employing an immediate family member:
 - a) Who is not qualified for and able to perform the duties of the position;
 - b) For any unreasonably high salary; or,
 - c) Who is not required to perform the duties of the position.

6. A member of the Board of Education cannot teach in the School District. Nor shall a member of the Board of Education cast a vote in favor of the election of any employee when blood or marriage relates the Board member to such employee.

Legal Reference: Neb. Rev. Stat 79-818; 79-544 and Sections 16 and 17 of LB 242, Laws of
2001

Adopted: 8-13-01

Revised: 4-12-10

Reviewed: 11-9-20

POLICY NO. 3560 - BUSINESS OPERATIONS PROCEDURES - BIDDING CONSTRUCTION PROJECTS

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of \$100,000.00, or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. **Notice to Bidders:** The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.

2. **Regular Manner of Advertisement for Bids:** The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.

3. **Bid Opening:** When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.

4. **Contract Award:** The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.

5. **Performance and Payment Bonds.** Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the

contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred thousand dollars (\$100,000), as adjusted from time to time by § 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. ' 52-118; Neb. Rev. Stat. ' 73-101 *et seq.*; Neb. Rev. Stat. ' 73-106; Neb. Rev. Stat. ' 81-3445

Legal Reference:

Neb. Rev. Stat. 52-118

Neb. Rev. Stat. 73-101 *et seq.*

Neb. Rev. Stat. 73-106

Neb. Rev. Stat. 81-3445

Adopted: 8-9-04

Reviewed: 3-8-10, 11-9-20

Revised: 08-11-14, 08-10-15

POLICY NO. 3561 - RECORDS MANAGEMENT AND DISPOSITION

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited

sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference; promote sexual harassment; or to promote personal, political, or religious business or beliefs.

- ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

- iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.

- iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

5. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Rev. Stat. ' ' 84-712 through 84-712.09
Neb. Rev. Stat. ' ' 84-1201 to 84-1227

Laws 2010, LB 742

State Records Administrator Guidelines:

Schedule 10: Records of Local School Districts (Feb. 1989)

Schedule 24: Local Agencies General Records (March 2005)

Electronic Imaging Guidelines (March 2003)

Adopted: 8-13-07

Reviewed: 3-8-10, 11-9-20

Revised: 6-14-10

POLICY NO. 3570 - ESSA

It is the policy of the District to comply with the Every Student Succeeds Act (“ESSA”) and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent’s discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.

6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.
8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
 - (A) Whether the student's teacher—
 - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - (iii) is teaching in the field of discipline of the certification of the teacher.
 - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may

request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:

- (A) the subject matter assessed;
- (B) the purpose for which the assessment is designed and used;
- (C) the source of the requirement for the assessment;
- (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
- (E) the time and format for disseminating results.

13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—

- (A) be involved in the education of their children; and
- (B) be active participants in assisting their children to—
 - (i) attain English proficiency;
 - (ii) achieve at high levels within a well-rounded education; and
 - (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.

15. Certification Regarding Debarment, Suspension and Ineligibility. The District will endeavor to ensure that all contracts and purchase orders reimbursed using federal funds will include the following “suspension and disbarment” language:

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS” published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

Notwithstanding anything to the contrary, all persons or entities contracting with the District with any reimbursement using federal funds shall be bound by this certification and shall fully abide by and comply with the same.

Legal Reference: ESSA

Adopted: 8-13-07

Reviewed: 3-8-10, 11-9-20

Revised: 7-11-11, 11-14-16, 10-9-17



School District Plans, Policies, and Annual Trainings' Requirements

**Important or Highlighted - May Not Be An All-Inclusive List*

| | |
|---|---|
| <input type="checkbox"/> Date Completed: | <p><u>Bullying</u></p> <p>Statute: 79-2, 137; Rule 10, Code Section 011: School Environment (011.01F)</p> <ul style="list-style-type: none"> ● Required: Policy and Comprehensive Training/Education Plan <ul style="list-style-type: none"> ○ Training and instruction of all groups (<i>certified, non-certified staff, students, parents/community, volunteers, etc.</i>) with a comprehensive training/education plans that should be updated annually ● Required Training: Introductory staff development provides awareness of bullying and can be conducted through direct presentations, meetings, role plays, video resources, literature, etc. ● Reference: Rule 10, page 3 and the Nebraska Department of Education |
| <input type="checkbox"/> Date Completed: | <p><u>Concussion Awareness</u></p> <p>Concussion Awareness Act</p> <ul style="list-style-type: none"> ● Required: Protocols and Practice for <i>Removal from Play, Return to Plan, and Return-to-Learn</i> ● Required Training: All coaches, youth athletes, and their parents or guardians must be provided with education about the risks and symptoms ● Reference: Department of Health and Human Services |
| <input type="checkbox"/> Date Completed: | <p><u>Dating Violence Prevention</u></p> <p>See also: Title IX as dating violence is included in the definition of sexual harassment State Statute 79-2, 141</p> <p>Rule 10, Code Section 011: School Environment (011.01G)</p> <ul style="list-style-type: none"> ● Required: Policy, Published policy in School District Handbook or similar manual or publication ● Required Training: <i>Staff that are deemed appropriate by a school district's administration</i> and shall include, but not be limited to, basic awareness of dating violence, warning signs of dating violence, and the school district's dating violence policy. ● Reference: Nebraska Department of Education and NE State Board of Education |
| <input type="checkbox"/> Date Completed: | <p><u>Driver Qualifications and Operational Procedures</u></p> <p>Title 92, Chapter 91</p> <ul style="list-style-type: none"> ● Required: To be a Pupil Transportation Driver (003.02) <ul style="list-style-type: none"> ○ Eligibility (003.02A, A1, A2, A3, A4) ○ Specific Vehicle Operator's License (003.02B) ○ Initial Training Requirements for Qualification (003.02C, C1, C2, C3) ○ Requirements for an individual to Maintain Status (003.02D) ● Required: Employer Responsibilities (003.03) and Procedures & Safety (004 & 005) <ul style="list-style-type: none"> ○ Must include having a valid Medical Examiner's Certificate, driving records annually obtained from the Nebraska Department of Motor Vehicles, and a criminal history record that includes information from the Nebraska State Patrol for all individuals that are to be employed as pupil transportation vehicle drivers. |



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|--|---|
| | <ul style="list-style-type: none"> ○ Procedures & operating regulations are in place & followed (004.01-004.07M / 005.01-005.03A) ● Required Training: Employers shall annually provide a minimum of two (2) hours of inservice training for all pupil transportation vehicle drivers that, at a minimum, include emergency evacuations, loading/unloading, student management, vehicle inspections and the school's Safe Pupil Transportation Plan (003.02E) |
| <p style="text-align: center;"><input type="checkbox"/></p> <p>Date Completed:</p> | <p><u>Harassment and Discrimination</u> Statute: 79-2, 137; Title IX</p> <ul style="list-style-type: none"> ● Required: Policies (<i>Nondiscrimination, harassment, complaint/grievance procedures, etc.</i>); The updated Title IX Rule specifically requires schools to post on their websites: <ol style="list-style-type: none"> 1. <i>The contact information for the school's Title IX Coordinator(s);</i> 2. <i>The school's non-discrimination policy; and</i> 3. <i>Training materials used to train the school's Title IX personnel.</i> ● Required Training: For "Title IX Personnel" (i.e., Title IX Coordinator(s), mediators, investigators, review panels, etc.) ● All-Staff Training: NOT Required, but highly recommended ● References: <ul style="list-style-type: none"> ○ Nebraska Sexual Harassment Training ○ NE Equal Opportunity Commission ○ U.S. Department of Education Office of Civil Rights |
| <p style="text-align: center;"><input type="checkbox"/></p> <p>Date Completed:</p> | <p><u>School Safety and Security Plan</u> Statute: 79-2, 144; Rule 10, Code Section 011: School Environment (011.01B, C, and D)</p> <ul style="list-style-type: none"> ● Required: A Plan, a Committee, and an Annual Review and Site Visit ● Required Training: Fire Drills, Tornado Drills, Intruder Drill ● References: Rule 10, page 3 and the Nebraska Department of Education |
| <p style="text-align: center;"><input type="checkbox"/></p> <p>Date Completed:</p> | <p><u>Seclusion and Restraints</u> Rule 10, Code Section 011: School Environment (011.01E)</p> <ul style="list-style-type: none"> ● Required: Policy ● Required Training: Identified key educators utilizing restraints |
| <p style="text-align: center;"><input type="checkbox"/></p> <p>Date Completed:</p> | <p><u>SRO Training</u> State Statute 79-2704 (<i>20 hours of Training</i>)</p> <ul style="list-style-type: none"> ● Required Training: (2) Require a minimum of one administrator in each elementary or secondary school where a school resource officer or security guard is assigned to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings. ● References: <ul style="list-style-type: none"> ○ LB390 <ul style="list-style-type: none"> ■ Important: Memorandum of Understanding and Training Requirements ○ Nebraska Department of Education <ul style="list-style-type: none"> ■ Model MOU for SRO ■ Model MOU for Security Agency |



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|---|---|
| <input type="checkbox"/> Date Completed: | <p><u>State Assessments</u> Standards, Assessment, and Accountability (SAA) <i>Updated each year by NDE and located on DAC page</i></p> <ul style="list-style-type: none"> ● Required: <ul style="list-style-type: none"> ○ Identify a District Assessment Contact (DAC) each year ○ Prevent Assessment Irregularities (e.g., maintaining security of test materials, proper test preparation guidelines and administration procedures, incident reporting procedures, etc.) ○ ESSA - Alternate Assessment guidelines are followed ○ Required Training: Annual training at the district and school level for all individuals involved in test administration |
| <input type="checkbox"/> Date Completed: | <p><u>Suicide Prevention</u> State Statute 79-2, 145-146</p> <ul style="list-style-type: none"> ● Required Training: <i>School personnel (public school nurses, teachers, counselors, school psychologists, administrators, school social workers, and other appropriate personnel)</i> will have <u>at least one hour</u> of suicide awareness and prevention training each year. ● Reference: Nebraska Department of Education |
| <p>Required Policies and Practices with “highly recommended” trainings</p> | |
| <input type="checkbox"/> Date Completed: | <p><u>Bloodborne Pathogens</u> Department of Labor: Occupational Safety and Health Administration, Standard 29 CFR 1910.1030</p> <ul style="list-style-type: none"> ● Required: Employers safeguard employees who face potential occupational exposure to blood or other potentially infectious materials ● Training: NOT Required, but recommended as a way to protect employees and reduce the risk of exposure. ● Reference: Nebraska Safety Council |
| <input type="checkbox"/> Date Completed: | <p><u>Child Abuse Reporting</u> State Statute 28-711</p> <ul style="list-style-type: none"> ● Required: District Policy and Prodecures for Mandatory Reporting; State Law, <i>“When any school employee has reasonable cause to believe a child has benn subjected to child abuse or neglect or observes such child being subjected to...”</i> ● Training: NOT Required, but recommended to train staff on this law requirement and the district’s mandatory reporting policy and procedures ● Reference: Revised State Statute 28-711 |
| <p>District Requirements</p> | |
| <input type="checkbox"/> Date Completed: | <p><u>School Board Policies</u></p> <ul style="list-style-type: none"> ● Check with your school attorney for Annual vs. Time Frame (i.e., “every 3 years”) reviews |
| <input type="checkbox"/> Date Completed: | <p><u>State Reporting Requirements</u> ADVISER, Consolidated Data Collection, Grants Management, etc.</p> <ul style="list-style-type: none"> ● Contact NDE for guidance, utilize NDE Weekly Digest/NDE Bulletin for timelines and reporting updates |



Superintendent's School Improvement Report
Presented to the
Board of Education of Bayard Public Schools
August 16, 2021

Vision, Culture, & Instructional Leadership

The superintendent leads the district by promoting the success of all students, articulating a vision of learning, developing a positive school climate and demonstrating best practices in instructional programs and staff professional development.

- We are looking forward to a productive and engaging 2021-2022 school year.
- We worked hard to provide teachers with time to prepare classrooms during recent in-service, along with making sure we are addressing some of the various requirements/training mandated by the State of Nebraska. I have attached a 3-page document put together by the ESUCC last year that provides a summary/overview of various required and recommended training and policies for schools and school employees.
- I would like to commend Madison Oliverius on her work as a student board representative helping to improve the school climate and pride through her project.
- I would like to thank the Board for a successful Board/Staff Steak Fry and Recognition Dinner. The following members of our team are recognized for years of service: 5 Years: Amanda Anderson, Dana Korell, and Amanda Reilly. 10 Years: Renee Harter, Shawna Reish.

Operations, Resource, & Personnel Management

The superintendent demonstrates the knowledge, skills, and ability to effectively manage operations that promote a safe and effective environment for students and staff, ensure the fiscal health of the district, and implement sound personnel practices.

- I would like to commend our custodial/maintenance staff on getting the buildings ready for the school year. Their hard work makes a big difference in our ability to offer a quality learning environment for our students.
- The bond refinance process was completed on July 18th (when the old bonds are paid off). Documentation of the Budget Amendment will be sent to NDE, the State Auditor's Office, and the County Clerks for the 4 counties associated with our school district.
- We are getting closer to being fully staffed for the school year. We are pleased to welcome the following new members of our team of classified staff: Isaias Mancinas (Spanish and music para and coach), Adya White (special education para), Gracie Franklin (special education/pathfinders para), Brandi Rowe (special education/pathfinders para). We are awaiting paperwork to be able to complete the hiring process for a cook.
- The concrete project at the elementary school and the security project in the high school office are both nearing completion. Supply chain issues continue to be problematic in a variety of industries.
- Several components of the replacement walk-in freezer were delivered today. We look forward to getting the new freezer installation completed.

Mission Statement:

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

Board Governance & Policy

The superintendent works effectively with the board of education, exhibits a shared understanding of board and superintendent roles, leads and manages the district consistent with board policies, and demonstrates the skills to work effectively with the board.

- The NASB Area Membership meeting is scheduled for August 24th in Gering. I have the entire board registered to attend. If you cannot make it, please let me know so I can cancel your registration.
- I would like to commend the policy committee for their recent work adjusting to changes from the most recent legislative session. Their work led to the many proposed policies on first reading.
- I am looking forward to meeting with the Budget Committee on August 23rd. We should have actual data from the counties on August 20th. As you can imagine, the calendar gets pretty busy with closing out the current fiscal year on August 31st, and preparing the coming year's budget for adoption after the start of the next fiscal year on September 1st.

Communication & Community Relations

The superintendent establishes effective communication with students, parents, staff and community, and has the knowledge and awareness of different cultures among all community members to effectively engage and respond to diverse interests and needs that support the success of all students.

- We have appreciated the participation of those community members/patrons who helped collaborate and provide feedback on our return to learn/continuity of learning plan.
- We continue to seek input on ESSER III funding opportunities. Board members, staff, parents, students, and members of the public are encouraged to provide ideas at the following link: <https://www.bayardpublicschools.org/vnews/display.v/ART/609ad1924a98b>
- Communications is major area of concern in our community right now with unreliable access through the Verizon cellular network over the past few weeks. I have been in contact with Verizon, have filed a complaint with the Nebraska Public Service Commission, and have contacted Senator Erdman, Senator Stinner, Governor Ricketts, Senator Sasse, Senator Fischer, Congressmen Smith and each of the members of the Transportation and Telecommunications Committee of the Nebraska Legislature. In addition to the personal frustration of missing phone calls, having calls dropped, text messages not being sent, etc., I am also concerned about educational access to information for students and teachers in our community when they are not at school. I also have safety concerns regarding the possible inability to summon fire and rescue, law enforcement, etc. in the event of any sort of emergency on our bus routes or other locations where there is not an available landline.
- I would like to thank Craig Henkel for volunteering his time and equipment to re-grade the parking lots at the schools. His contribution is greatly appreciated.

Ethical Leadership

The superintendent promotes the success of every student and staff member by acting with integrity, fairness and in an ethical manner.

- I appreciate the efforts of our entire team to start the school year on a positive note. Our team is focused on providing a quality teaching and learning environment for each student.
- Our team of teachers and administrators will need continued support from our board and school community to be our best during the upcoming year. Stress levels are high amongst educators and administrators across the country. When we all work as a team, the work can be sustainable. When we are not working together as a team, it becomes much more difficult.

Mission Statement:

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

Superintendent's Goals

Goal 1: Board and Superintendent Practices

- The NASB Area Membership meeting is scheduled for August 24th in Gering. I have the entire board registered to attend. If you cannot make it, please let me know so I can cancel your registration.
- The National Forum to Advance Rural Education will be held in Indianapolis November 11-12. If you would like to attend, please let me know and I will get you registered. Here is a link to more information on the forum: <https://www.nrea.net/2021-Convention-Research-Symposium>
- Carolyn Applegate accepted my invitation to the board to attend our back-to-school meetings with staff. I appreciate her interest in the work we do as a school team on those days.
- If board members have any specific ideas for improving the board calendar, please send those to me as I will be preparing proposed draft revisions to the board calendar.
- If you have ideas about content for board workshops for the coming year, please send those to me. I am looking forward to some productive time as a team.

Goal 2: Communication of Data and Information

- If board members have any specific ideas for improving the board calendar, please send those to me as I will begin working on draft revisions to the calendar.
- Speaking of calendars, school calendars have been a topic of conversation recently. Here is some data regarding our calendar:
 - Nebraska requires at least 1032 hours of education in the elementary school and 1080 hours in the secondary. Our current calendar has 1127 hours scheduled at the elementary level and 1172 at the secondary. Students are scheduled to be in session 170 days. The extra hours beyond the state minimum allow us to meet state requirements, even in years when there are numerous weather-related school closures.
 - We have 3 days of professional development/in-service scheduled for our teachers to meet state training mandates, receive training related to instructional initiatives, and to have time for teachers to work in their classrooms prior to the start of the school year and 4 days after the end of the school year. Other teacher-only days are scheduled without students to host student activities such as the BCD Track Meet, the junior high wrestling meet, and conference music clinic. Teachers are also scheduled for professional in-service on Martin Luther King Jr. Day and President's Day. We have a total of 103 hours set-aside for teachers when students are not in school.

Goal 3: Culture and Engagement

- PPHD staff have indicated in conversations that hand shaking, fist bumps, etc. are allowed (with a recommendation that we have hand sanitizer available). I will be working on some additional communication regarding expectations for interaction contingent on our continuity of learning plan being approved.
- As part of developing expectations for interaction, I have put together the attached document "How to Effectively Communicate with Our Team" to help guide communication in the district. If you have ideas regarding areas to improve this document, please let me know. I intend to include it in upcoming communications regarding expectations for interaction.

Leave Log

- During the current term I have used 2 vacation days (7-16-21 and 7-30-21) and 1 sick day (contribution to sick leave bank).

Mission Statement:

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

Bayard Public Schools

How to Effectively Communicate with Our School Team:

When parents and community members need to work through questions or complex issues it is sometimes hard to know “who to talk to” or “where to start.” This document is intended to help students, parents, and community members find efficient resolution to the various questions or challenges that may arise in any given year. In each of these areas, please start with the person listed in position 1. Most issues or questions are best resolved at level 1. Ideally resolution can be found at that level. In the rare cases when that is not the case, then an appointment can be made with the person listed in position 2. If necessary, proceed with the person in position 3, etc.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

(Please wait 24 hours after any activity-related concerns to contact the coach/sponsor).

1. Coach/Sponsor
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook
2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (School Psychologist or LMHP)
3. Superintendent

Matters involving facilities:

1. Building Custodian
2. Head Custodian
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Family Liaison
3. Building Principal
4. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. Family Liaison
4. Special Education Director
5. Principal
6. Superintendent

Matters regarding students with disabilities involving general (non-special) education:

1. Classroom Teacher or Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher or Special Education Teacher
2. Special Education Director
3. Principal
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

Thank you in advance for partnering with our team to find effective ways to meet the educational needs of our students.