



KIMBALL PUBLIC SCHOOLS  
Administration Offices  
901 South Nadine Street  
Kimball, NE 69145

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AGENDA

The following is the agenda for the meeting of the Board of Education to be held on Wednesday, July 29, 2020, at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

1. Pledge of Allegiance
2. Call meeting to order (Open Meeting Law announcement)
3. "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."
4. Roll Call
5. Excuse the Absence of Board Member
6. Approval of Agenda
7. Action Items:
  - A. Discuss, consider and take all necessary action with regard to approval of new teaching contract for Mr. Troy Haberman as the Jr./Sr. Business Teacher
  - B. Discuss, consider and take all necessary action with regard to approving a bid for the Air Conditioning Unit in the District Office
  - C. Discuss, consider and take all necessary action with regard to approving the purchase of the Beyond Textbooks program
  - D. Discuss, consider and take all necessary action with regard to approving amendments to Mary Lynch Elementary Parent/Student Handbook, Jr./Sr. High School Student/Parent Handbook and Kimball Public School Staff Handbook
8. Discussion Items:
  - A. Discuss the Back To School plan for the upcoming 220-2021 School Year
9. Next Meeting(s)/Opportunities:
  - A. Regular Board Meeting: Monday, August 10, 2020 @ 6:30 p.m. at Jr-Sr HS Room W5
10. Motion to Adjourn

NOTICES:

**COPY OF OPEN MEETINGS ACT:** The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the south wall of the meeting room.

**KIMBALL PUBLIC SCHOOLS MISSION STATEMENT:** "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."

**NOTICE OF MEETING:** Notice of the meeting was published according to Board Policy.

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less. Public Forum will not exceed 30 minutes.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

**CLOSED SESSIONS:** Kimball Public Schools Board of Education reserves the right to go into closed session in accordance with Nebraska Statute 84-1410.

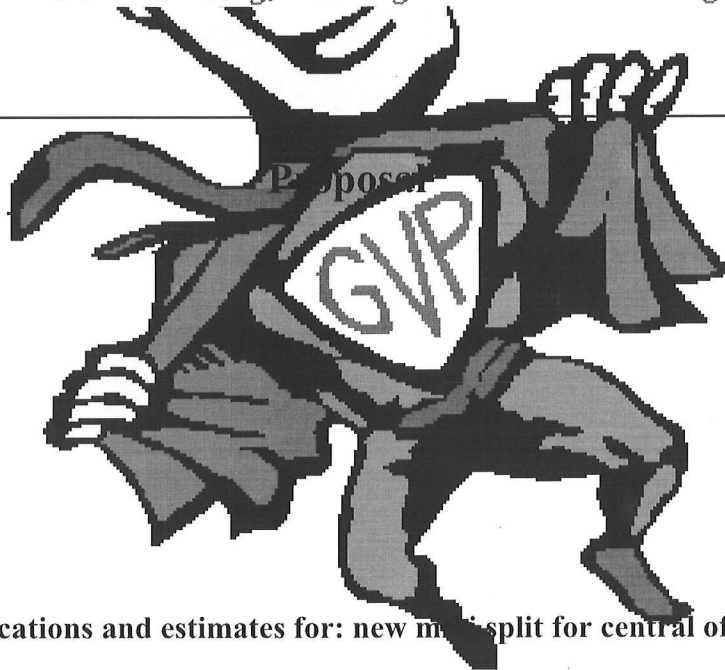
BY: KIMBALL PUBLIC SCHOOLS

# GERING VALLEY PLUMBING & HEATING

For All Your Plumbing, Heating & Air Conditioning Needs

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

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



July 15, 2020

Kimball High School  
901 Nadine St  
Kimball Ne, 69145

We hereby submit specifications and estimates for: new mini split for central office

Above to include removal and disposal of old 2 zone mini split, installation of new 3 ton single zone mini split, line set, isolation pad, hail guard, pressure test and all other parts and labor needed to complete the installation of new mini split.

**Total Investment \$6,775 (Six Thousand, Seven Hundred Seventy-Five Dollars and No Cents)**

All quotes subject to Nebraska sales tax.

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

**We accept Visa, MasterCard and Discover.**

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

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

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

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

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

Pillar D Consulting  
Zeb Brown  
Greg Fossand  
K.P.S. Mini split main office

06/08/20

The following is a contract for removal and replacement of the two mini split systems located in district office. After units are removed from rooftops and walls all old condenser lines will be pulled as well. The electrical line will maintain intact for use on these machines. Any needed electrical work will have to be done by a liscensed electrician.

The proposed setup to replcace the current one will hae one rooftop condenser unit. This will provide for both interior units. Lines will be ran in a similar fashion as to what they are now. The same holes will be used to enter into the building. These holes will be sealed with "big stretch" product.

The price for the job stated above is	\$7,328.00
Half due upon signing of contract	\$3,644.00
The remainder due upon completion of job	\$3,644.00

Greg Fossand

Zeb Brown

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Thank you for the oppportunity to bid your job!  
The bitterness of poor quality long outlast the sweetness of a cheap price.

Rattle my cage anytime  
308-230-0704

Bid price good for 60 days

INTERGOVERNMENTAL AGREEMENT  
BETWEEN Vail Unified School District  
AND Kimball Public Schools  
FOR THE BEYOND TEXTBOOKS PROGRAM

THIS AGREEMENT is made by and between Vail Unified School District No. 20 of Pima County (hereinafter called "AGENCY") and Kimball Public Schools of Kimball County (hereinafter called the "DISTRICT"):

WITNESSETH:

WHEREAS, the AGENCY, through its Governing Board, and the DISTRICT, through its Governing Board, are empowered and authorized to contract, employ faculty and staff, and provide educational courses and/or programs pursuant to A.R.S. §§ 15-341, 15-342, and 15-183, and

WHEREAS, it would further the public interest if this educational and professional development opportunity is provided by the AGENCY to provide curricular materials, assessments, and staff development for the DISTRICT students and teachers, and

WHEREAS, the AGENCY and the DISTRICT are each authorized pursuant to A.R.S. § 15-342(13) to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for the provision of services; and

WHEREAS, the AGENCY and the DISTRICT desire to enter into an Agreement for the implementation and administration of the educational program described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the AGENCY and the DISTRICT do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is for the AGENCY to provide specified AGENCY curricular materials, assessments, and staff development to the DISTRICT's students and teachers who participate in the Beyond Textbooks program (hereinafter called the "BT"). This Agreement is based upon the mutual desire of the AGENCY and the DISTRICT to provide high quality curricular resources, assessments, and staff development to students and teachers. The DISTRICT's teachers must complete the required BT trainings to gain access to the curricular materials and assessments.

ARTICLE II. OBLIGATIONS OF THE DISTRICT

THE DISTRICT AGREES:

- A. To participate in the following prescribed staff development trainings during the first year: BT Leadership Retreat, BT 101, BT 102, Reteach & Enrich, and PLC.
- B. To abide by the Terms of Use Policy as may be amended from time to time, and which is found on the BT Electronic Delivery System. Additionally, the DISTRICT agrees to require its employees to use the collaborative features of the BT Electronic Delivery System appropriately as outlined in the user Appropriate Use Policy, as may be amended from time to time, and which is found on the BT Electronic Delivery System. These Policies as may be amended from time to time are specifically incorporated into this Agreement. (*Terms of Use Policy is attached as Exhibit A & Appropriate Use Policy is attached as Exhibit B*)
- C. To provide a building level coordinator for each of the participating schools or sites.
- D. To provide administrative support for all educational and staff development activities required to implement the terms of this Agreement, including but not limited to faculty orientations for BT, supervision, program coordination and direction to all appropriate staff and faculty.

- E. To allow employees using the collaborative features of the BT Electronic Delivery System, as outlined in the Terms of Use Policy, to receive recognition from the AGENCY in the form of nominal monetary prizes, which will be distributed to recognize outstanding contributions from time to time and in the sole discretion of the AGENCY. No DISTRICT employee is entitled to or guaranteed any monetary prize, but if any prizes are distributed, DISTRICT agrees that such distribution will not violate DISTRICT policies related to staff conflict of interest.

### ARTICLE III. OBLIGATIONS OF THE AGENCY

#### THE AGENCY AGREES:

- A. To provide the DISTRICT with access to AGENCY instructional calendars and the BT Electronic Delivery System containing curriculum documents, assessments, model product rubrics, and instructional resources.
- B. To provide a set of curriculum calendars, using the AGENCY Instructional sequence, which fits the DISTRICT's yearly academic calendar.
- C. To report any prize money distributed to a DISTRICT employee pursuant to Article II, Section D of this Agreement to the Internal Revenue Service on a form 1099, as applicable.

### ARTICLE IV. STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.
- B. The parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, national origin, or disability and in this regard, they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- C. The term of this Agreement shall commence on the 1<sup>st</sup> of July 2020 and shall expire on the 30<sup>th</sup> of June 2021.
- D. The continuation and renewal of this Agreement shall require a new Agreement and shall be subject to approval by the DISTRICT Governing Board and subject to the appropriation and receipt of sufficient funds by the AGENCY and the DISTRICT to administer and support the program. In the event sufficient funds are not available or appropriated at any time, the DISTRICT may cancel the Agreement by delivering written notice to the AGENCY.
- E. Upon termination of this Agreement, equipment furnished or purchased by the DISTRICT for the program shall be retained by the DISTRICT, and equipment furnished or purchased by the AGENCY shall be retained by the AGENCY.
- F. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an entity such as the American Arbitration Association. In the event either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees and court reporter fees. The decision of the arbitrator shall be final and binding upon the parties.

- G. To the extent allowed by law, the AGENCY agrees to indemnify and hold harmless the DISTRICT from all injuries to persons or property caused by acts or omissions of the AGENCY arising out of the AGENCY's activities under this Agreement. To the extent allowed by law, the DISTRICT agrees to indemnify and hold harmless the AGENCY from all injuries to persons or property caused by acts or omissions of the DISTRICT arising out of the DISTRICT's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the Agreement and remain in effect.
- H. The students, faculty, and staff of the DISTRICT who participate in this program shall not be considered as employees or students of the AGENCY, and agents or employees of the AGENCY shall not be considered employees of the DISTRICT. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022(D) shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.
- I. The AGENCY shall comply with the requirements of A.R.S. § 15-512(H) regarding the fingerprinting of employees of the AGENCY, its subcontractors of every tier and vendors who are likely to have unsupervised contact with pupils as determined by the DISTRICT, in its sole and absolute discretion. The AGENCY shall be responsible for payment of all costs associated with compliance with A.R.S. § 15-512(H). However, the Superintendent may exempt from this requirement a contractor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the DISTRICT. The exemption shall be in writing and a copy filed in the DISTRICT's office.
- J. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:
- The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- K. FEES. The DISTRICT shall pay the AGENCY fees for the services provided hereunder as follows (please note these fees will be prorated based upon less than a full year of service):
1. Basic Annual Administrative Fee with access for up to 700 students: \$3,000
  2. Student Use Fee shall be \$10.00 per additional student beyond 700 (*Note: Every year as a BT Partner this total amount shall be based on not less than the original number of students from when the DISTRICT first became a BT Partner*) Initial DISTRICT enrollment is 380 students.
  3. Training Session Fees: \$1,500 each session (up to 30 participants) plus travel fees
- L. Total payments by the DISTRICT are due and payable within 60 days of the executed Agreement and shall not exceed amounts set forth in Section K. Each party will be solely responsible for the expenses related to its performance obligations under this IGA.

- M. Assignment and Delegation. No right or interest in this Agreement and no delegation of any obligation owed, or of the performance of any obligation, shall be assigned without written agreement between the parties.
- N. Modification. This IGA may be modified in writing by mutual agreement signed by both of the parties.
- O. Breach. Failure by either party to perform at the time and in the manner described in this Agreement shall constitute a breach by that party of this Agreement.
- P. Notices. All written communications shall be addressed and mailed or delivered personally to the respective parties, as follows:

DISTRICT  
 To:  
 Trevor Anderson, Superintendent  
 Kimball Public Schools  
 901 E. Nadine  
 Kimball, NE 69145  
 (308) 235-2188

AGENCY  
 To:  
 Justin Chesebrough  
 Director, Beyond Textbooks  
 Vail Unified School District #20  
 13801 E. Benson Highway  
 PO Box 800  
 Vail, AZ 85641  
 (520) 879-3964

- Q. Savings Clause. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- R. This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AGENCY:  
 VAIL UNIFIED SCHOOL DISTRICT NO. 20

By: \_\_\_\_\_

Its: Director of Beyond Textbooks

DISTRICT:  
 KIMBALL PUBLIC SCHOOLS

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED as required by A.R.S. §11-952(D)

\_\_\_\_\_  
 Attorney for AGENCY

\_\_\_\_\_  
 Attorney for DISTRICT

## **Exhibit A: Beyond Textbooks: TERMS OF USE**

**PLEASE READ CAREFULLY BEFORE USING THIS ELECTRONIC DELIVERY SYSTEM. BY ACCESSING AND USING THIS ELECTRONIC DELIVERY SYSTEM, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, YOU MAY NOT USE THIS ELECTRONIC DELIVERY SYSTEM.**

### **I. Grant of Rights.**

Pursuant to an agreement (the “Subscriber Agreement”) between Beyond Textbooks Program (“BT”) and the subscribing entity (“Subscriber”), for a subscription to BT streaming™, BT has granted to Subscriber, and the authorized educators, administrators and students under the Subscriber Agreement (or, as otherwise defined in the Subscriber Agreement, the “Users”), for the term of the applicable Subscriber Agreement, a limited, non-exclusive, terminable, non-transferable license to access the Beyond Textbook Electronic Delivery System (the “Electronic Delivery System”) and any and all content included therein (the “Content”), and to download, and edit the Content pursuant to the terms and conditions set forth in the Subscriber Agreement and these Terms of Use, such grant of rights subject to BT’s rights thereto.

All rights not expressly granted to Subscriber and its Users pursuant to the Subscriber Agreement are reserved to BT, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

### **II. Permitted and Prohibited Uses.**

- a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Electronic Delivery System and the Content for bona fide educational and research purposes only and may not use them in any commercial or for-profit manner.

BT reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Electronic Delivery System in the event that BT, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

- b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the Electronic Delivery System as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party.
- c. **Editing Content.** Users may edit content solely in connection with classroom or other school-related projects. Such content, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion.

- d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, BT must approve the use of such host in advance and in writing, and BT shall have the right to approve the terms of agreement between such host and Subscriber. In addition, any Subscriber or User using the Local Host support option must use the Electronic Delivery System, rather than a local directory, to search for and access the Content.

- e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Electronic Delivery System, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Electronic Delivery System or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Electronic Delivery System's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Electronic Delivery System, the Content or BT or its content providers, or in any manner that BT may, in its sole discretion, deem inappropriate.

### **III. Ownership.**

As between Subscriber, the Users, and BT, the Electronic Delivery System and the Content are the property of BT and are protected by United States and international copyright and trademark law. By using the Electronic Delivery System and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Electronic Delivery System or the Content.

### **IV. Security and Use of Passwords.**

Each User shall have a valid username, password, and passcode for the purpose of accessing the Electronic Delivery System and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Electronic Delivery System and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Electronic Delivery System and/or the Content by someone using a User's Log-In information may be attributed to such User. Users who have not logged in to the Electronic Delivery System in six months will be set as inactive in the system.

### **V. Citations.**

User must include citation information, including BT or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

### **VI. User-Generated Contributions.**

BT allows you to post your own materials, which may be viewed by other users. You agree only to submit materials where you have the right to do so and agree that you will not submit any materials that belong to other people unless they have granted you the right to do so.

In submitting user-generated materials to BT, you agree to the following terms and conditions:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant BT and its successors a non-exclusive, perpetual, royalty-free, fully paid up license to use and distribute, perform, display, and reproduce your user-generated materials submitted hereunder, which shall include without limitation all materials submitted by you (the "User Submission"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the BT may or may not earn or generate through its use of your User Submission.

*BT's Right to Use Your User Submission.* You grant the BT the non-exclusive right to use and distribute and license others to use and distribute, perform, display, reproduce and create derivative works from, your User Submission, or any portions, reproductions or versions thereof, on BT to the users of BT.

*Clearance of Your User Submission for the BT's Use.* You represent and warrant that your User Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the BT use and distribution of your User Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your User Submission (collectively, the "Elements"). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the BT's use and distribution of your User Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the User Submission are true to the best of your knowledge and that neither they, nor any Element of your User Submission, will violate any law or regulation or violate or infringe upon the rights of any third party.

*Access; Backing Up Your User Submission.* We work hard to make BT a secure and stable environment. However, as with any computer system, there is always the risk of data loss and that data may be made available to others despite security safeguards. You should maintain your own copies of all of your materials, so that in the event of lost data affecting BT, you will not lose your User Submissions. You should not include any confidential materials as part of your User Submissions.

*Release and Waiver; Indemnification.* You acknowledge that the BT will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You also waive the right to assert any claim of any nature against any party relating to the loss of data (whether yours or someone else's data, including User Submissions) stored on, through, or by BT or relating to the access by any party to your User Submissions or the failure of any technology designed to limit access to your User Submissions. You agree to indemnify, defend and hold harmless the BT from any and all claims arising from their use and distribution of your User Submission as permitted herein or the access by any party to your User Submissions.

Furthermore, you agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through BT.

#### **VII. Use of Materials.**

Except your own User Submissions, the materials available to you through Beyond Textbooks are the property of Beyond Textbooks or its licensors, or of other users of Beyond Textbooks, and are protected by copyright, trademark and other intellectual property laws. You are free to display and print for your personal, non-commercial use information you receive through Beyond Textbooks. But you may not otherwise reproduce any of the materials without the prior written consent of the owner. You may not distribute copies of materials found on Beyond Textbooks in any form (including by e-mail or other electronic means), without prior written permission from the owner.

#### **VIII. No Soliciting.**

You agree not to use Beyond Textbooks to advertise, or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval.

#### **IX. Communications from BT.**

BT may periodically contact Users for customer service purposes. By accessing the Electronic Delivery System and the Content, Users consent to receive such communications. Subscriber shall promptly provide BT with any and all information regarding its Users and/or use of the Electronic Delivery System and the Content by its Users that BT reasonably requests. Subscriber agrees that BT may reference its business relationship with Subscriber in its marketing or sales materials.

#### **X. Changes to Terms of Use.**

BT reserves the right to change these Terms of Use from time to time. Such changes will become effective when BT posts the revised Terms of Use on the Electronic Delivery System. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Electronic Delivery System at the time of access. Any revised Terms of Use shall supersede all previous versions.

#### **XI. Termination of the Subscriber Agreement; Effect of Termination or Expiration.**

In the event that Subscriber breaches any term of the Subscriber Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from BT, BT may terminate the Subscriber Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Subscriber Agreement, all rights granted herein shall revert to BT; all access to and use of the Electronic Delivery System and the Content by Users must cease; all materials downloaded from the Electronic Delivery System must be erased, deleted, or destroyed; and all storage devices provided by BT, including without limitation the servers and drives provided in connection with the Local Host support option, must be immediately returned to BT at its business address.

**XII. No Warranties, Limitation of Liability.**

The electronic delivery system and the content are provided as is, and all warranties of any kind, past or present, whether statutory, common-law or from a course of dealing or usage of trade, including without limitation implied warranties of merchantability, fitness for a particular purpose, security and, except as may be otherwise stated in this agreement, non-infringement, are expressly disclaimed to the fullest extent permitted by law. BT does not guarantee or make any representations regarding the use or accuracy of the electronic delivery system or the content. No oral or written information or advice given by BT or its employees shall create a warranty or in any way increase the scope of BT's obligations hereunder, and subscriber may not rely on any such information or advice. In no event shall BT be liable for any lost data, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability.

## Exhibit B: Beyond Textbooks: Appropriate Use Policy

### CONTENT CRITERIA

The resource or idea:

- Must be congruent to the stated performance objective of the Electronic Delivery System page.
- Must have been successfully used within the classroom by the teacher prior to populating the resource/idea on an Electronic Delivery System page.

### TECHNICAL CRITERIA

The resource or idea:

- Can be populated on an Electronic Delivery System page by any Vail or BT partner certified staff.
- Has file attachments that are printed to PDF file (only used for iWorks documents) or archived to a ZIP file (used for all other documents) to ensure accessibility across DISTRICT computer systems.
- Can be made available through the Vail School District web filter.
- Is properly formatted to match the existing Electronic Delivery System page formatting.
- Has file attachments, hyperlinks, media attachments, and comments that are properly linked to ensure long-term accessibility. (Please be sure to type a brief description of the resource and include your first and last name as well as your school's name.)
- Is made up of, or links to, quality primary source materials.
- Is free of excessive or inappropriate advertisement, unrequested pop-ups, and/or unrelated distracting content.

### COPYRIGHT/FAIR-USE CRITERIA

- The resource being posted is being used and distributed within the rules of educational fair-use.
- If the resource is copyrighted, it will only include a link to the material, not the actual downloaded materials.

### COMMENT POPULATION CRITERIA

- If commenting on another person's populated resource or idea, staff should work to ensure that populated comments are positive in nature.



**Beyond Textbooks - Vail Unified School District #20**

13801 E. Benson Highway  
 P.O. Box 800  
 Vail, AZ 85641  
 (520) 879-3964  
 chesebroughj@vailschooldistrict.org  
 http://beyondtextbooks.org

**Quote**

ADDRESS
Trevor Anderson Kimball Public Schools 901 S. Nadine Street Kimball, NE 69145

QUOTE #	DATE
1797	07/21/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>20/21 Annual Fees</b> Annual BT Administrative Fees	1	3,000.00	3,000.00
<b>20/21 Annual Student Fees</b>	380	10.00	3,800.00
<b>Training Fees:Leadership Retreat</b>	1	3,000.00	3,000.00
<b>Training Fees:BT 101</b>	1	1,500.00	1,500.00
<b>Travel Fees:BT 101</b> Includes Flights, Hotels, Meals, and Rental Car for 1 Trainer	1	581.07	581.07
<b>Training Fees:BT 102</b>	1	1,500.00	1,500.00
<b>Travel Fees:BT102</b> Includes Flights, Hotels, Meals, and Rental Car for 1 Trainer	1	581.07	581.07
<b>Training Fees:PLC</b>	1	1,500.00	1,500.00
<b>Travel:PLC</b> Includes Flights, Hotels, Meals, and Rental Car for 1 Trainer	1	581.07	581.07
<b>Training Fees:Reteach/Enrich</b>	1	1,500.00	1,500.00
<b>Travel Fees:Reteach/Enrich</b> Includes Flights, Hotels, Meals, and Rental Car for 1 Trainer	1	581.07	581.07

20/21 School Year  
 Please send a purchase order for invoicing.

TOTAL

**\$18,124.28**

Direct questions about this quote to:  
 Jonelle Bankemper  
 (520) 879-3965  
 bankemperj@vailschooldistrict.org

Accepted By

Accepted Date

## 2020-2021 KIMBALL PUBLIC SCHOOLS STAFF HANDBOOK: COVID-19 SUPPLEMENT

The following rules and expectations will be effective during the 2020-2021 school year. These rules and expectations are intended to ensure the health and safety of all students, staff members, and the overall community. Because of the fluid nature of the current COVID-19 pandemic and Kimball Public Schools continued collaboration with health officials, these rules and expectations are subject to change at any time. Kimball Public Schools will send staff members written notification of any such changes. It is each staff member's responsibility to monitor for, understand, and adhere to any such changes, including those changes implemented on short notice. If a staff member has any questions about the interpretation or implementation of these rules and expectations, it is the staff member's responsibility to promptly contact their administrator.

**1. Masks.** Unless otherwise directed by the Superintendent, every staff member will have the option of wearing a mask on school grounds and while in school vehicles. In scenarios where six (6) feet of social distancing is not attainable, it is highly recommended that a staff member wears a mask. The school district shall provide each staff member with five cloth masks at the start of the school year. In addition, n-95 masks will be available to staff members if they so desire to wear one. Mask recommendations or requirements are subject to change throughout the school year. In the event masks are required, this policy will be updated and a written notification will be given to staff members detailing this update.

**2. Enforcement of Safety Rules.** Every staff member has an obligation to ensure that all other persons on school grounds and in school vehicles abide by safety rules established by the district. If a staff member observes another staff member or student not following safety protocols, the staff member must promptly remind the staff member or student the proper procedure to follow. If a staff member observes another staff member or student repeatedly disregarding established safety protocols, then the staff member must promptly notify their administrator.

**3. COVID-19 Symptoms.** A staff member who experiences any of the following symptoms (even when off duty) must promptly notify their administrator:

1. Fever or chills
2. Cough
3. Shortness of breath or difficulty breathing
4. Muscle or body aches
5. New loss of taste or smell
6. Sore throat
7. Nausea or vomiting
8. Diarrhea

If a staff member wakes up in the morning of a workday with any of the aforementioned symptoms, the staff member must immediately contact their administrator to determine if the staff member should report for work that day.

If a staff member exhibits any of the aforementioned symptoms (including experiencing the symptoms within 48 hours of the next workday), the staff member's administrator will then evaluate the staff member's symptoms to determine if the staff member should report for work on the next workday.

Staff members who report to work without contacting their administrator about potential symptoms do so under the following conditions: (1) that the staff member is not experiencing any of the aforementioned symptoms; and (2) the staff member agrees to certain non-invasive, permissible medical checks (such as temperature scans) and/or health screening questionnaires.

Any employee who fails to follow these procedures or is dishonest about his or her symptoms to avoid reporting for work may be subject to discipline, up to and including termination of employment.

**4. Potential Exposure.** A staff member who has reason to suspect that he or she may have been exposed to COVID-19 must promptly inform their administrator. Potential exposure includes, but is not limited to, coming into close contact with a person who tested positive or is awaiting test results, a family member in the household who has tested positive or is awaiting test results, traveling to a "hot spot," or receiving notification from a health official or medical professional of a potential exposure. Close contact is being within six (6) feet of an individual for a cumulative time of fifteen (15) minutes. Staff members who plan to travel outside of the community for non-work reasons must notify and consult with their administrator in advance to determine the potential consequences (such as quarantine restrictions upon return) of such travel. A staff member who has potentially been exposed to COVID-19 will not be allowed on school grounds or in a school vehicle until the administration, in its sole and absolute discretion, determines that the staff member may safely return to school. A staff member's failure to promptly notify a building administrator of a potential exposure could result in discipline, up to and including termination of employment.

**5. Work at Home.** In very limited circumstances, Kimball Public Schools may allow a staff member to work from home. Any staff member who works from home must adhere to all of Kimball Public Schools rules and expectations during the workday. These rules and expectations include, but are not limited to, the staff member devoting their full time and attention during the workday to the performance of their job duties, refraining from personal business or activities, refraining from prohibited conduct (such as consuming alcohol) and promptly responding to emails or calls. A staff member working from home who violates these rules and expectations could face discipline, up to and including termination of employment.

**6. Activities.** A staff member who has potentially been exposed to COVID-19 or exhibits COVID-19 symptoms will not be permitted to serve as a coach or sponsor until Kimball Public Schools, in its sole and absolute discretion, determines that the staff member may safely return to work. A staff member who has potentially been exposed to COVID-19 or exhibits COVID-19 symptoms will not be permitted to attend any practices or competitions, even if the staff member attempts to undertake measures to social distance at such practices or competitions.

**7. Failure to be Honest.** These rules and expectations are designed and will be implemented to ensure the health and safety of all students and staff. One staff member's refusal to be entirely honest or straightforward about a potential exposure or symptoms could jeopardize the health and safety of other staff members and students. If Kimball Public Schools determines that a staff member has not been honest or forthright with information provided (or not provided) to the administration, then the staff member may face discipline, up to and including termination of employment.

**8. Off Duty Conduct.** Generally, the District does not monitor or govern a staff member's conduct outside of duty hours. However, as a reminder, the District maintains an interest in a staff member's "off duty" conduct when such conduct interferes with the staff member's ability to perform their job. As a result, all staff members must adhere to health and safety best practices while "off duty," including frequent hand washing, maintaining social distancing in public areas (or wearing a mask if social distancing cannot be maintained), and following directed health measures from the state of Nebraska and Panhandle Public Health District guidelines. A staff member who intentionally imposes his or her own "self-quarantine" or is otherwise unable to perform his or her job duties because of choices made while "off duty" may be subject to discipline, up to and including termination of employment.

**9. Other Health and Safety Rules.** At any time, the administration may impose or require a staff member to abide by other health and safety requirements. Every staff member must follow such health and safety requirements or face discipline.

## **2020-2021 KIMBALL PUBLIC SCHOOLS STUDENT HANDBOOK: COVID-19 SUPPLEMENT**

The following rules and expectations will be effective during the 2020-2021 school year. These rules and expectations are intended to ensure the health and safety of all students, staff members, and the overall community. Because of the fluid nature of the current COVID-19 pandemic and Kimball Public Schools continued collaboration with health officials, these rules and expectations are subject to change at any time. Kimball Public Schools will send parents and students written notification of any such changes. It is each family's responsibility to monitor for, understand, and adhere to any such changes, including those changes implemented on short notice. If a parent or student ever has any questions about the interpretation or implementation of these rules and expectations, the parent or student should promptly contact their building administrator.

**1. Masks and Safety Practices.** Unless otherwise directed by the Superintendent, every student will have the option of wearing a mask on school grounds and while in school vehicles. In scenarios where six (6) feet of social distancing is not attainable, it is highly recommended that a student wears a mask. The school district shall provide each student with five cloth masks at the start of the school year. In addition, disposable masks will be available at all district facilities and in school vehicles. Mask recommendations or requirements are subject to change throughout the school year. In the event masks are required, this policy will be updated and a written notification will be given to parents and students detailing this update.

Students are highly encouraged to follow health and safety best practices outside of the school setting, including frequent hand washing and social distancing.

**2. COVID-19 Symptoms.** A student who experiences, or has experienced within 24 hours, any of the following symptoms must notify their administrator prior to coming to school or prior to entering a school vehicle:

1. Fever or chills
2. Cough
3. Shortness of breath or difficulty breathing
4. Muscle or body aches
5. New loss of taste or smell
6. Sore throat
7. Nausea or vomiting
8. Diarrhea

The administrator will then evaluate the student's symptoms to determine if the student may report to school or will be given academic work to complete at home. Students who miss school due to potential COVID-19 exposure or symptoms will generally not be counted as an unexcused absence. However, if the administration determines that the student has violated other rules or has not been honest about his or her symptoms, the student's absence may be deemed unexcused and the student may face other consequences. A student's arrival on school grounds or in a school vehicle after the student or parent fails to promptly notify a building administrator of potential

symptoms could result in student discipline, up to and including exclusion or expulsion from school.

A student who fails to report COVID-19 symptoms because the student wants to participate or compete in activities may face additional activity consequences.

**3. Potential Exposure.** Parents and students who have reason to suspect that the student may have been exposed to COVID-19 must promptly inform a building administrator. Potential exposure includes, but is not limited to, coming into close contact with a person who tested positive or is awaiting test results, a family member in the household who has tested positive or is awaiting test results, traveling to a “hot spot,” or receiving notification from a health official or medical professional of a potential exposure. Close contact is being within six (6) feet of an individual for a cumulative time of fifteen (15) minutes. Students who plan to travel outside of the community are encouraged to consult with a building administrator in advance to determine the potential consequences (such as mandatory quarantine) of such travel. Any student who has potentially been exposed to COVID-19 will not be allowed on school grounds or in a school vehicle until Kimball Public Schools, in its sole and absolute discretion, determines that the student may safely return to school. A student’s arrival on school grounds or in a school vehicle after the student or parent fails to promptly notify a building administrator of a potential exposure could result in student discipline, up to and including exclusion or expulsion from school.

**4. Academic Work at Home.** A student who has potentially been exposed to COVID-19 and is not allowed on school grounds will not face an academic penalty unless the administration determines that the student has otherwise violated school rules. Any COVID-19 related student absence will not be counted as an unexcused absence. During a student’s COVID-19 related absence, the student is expected (to the extent that he or she is able) to work with his or her teachers to obtain and complete coursework and assignments. A teacher retains the discretion to grade student work during a student’s COVID-19 related absence.

**5. Activities.** A student will not be permitted to participate in activities if the student has possible COVID-19 symptoms, has potentially been exposed to COVID-19 or would otherwise jeopardize the health and safety of other students or staff. Kimball Public Schools, in its sole and absolute discretion, will determine when a student may return or participate in an activity. Any student who fails to promptly report COVID-19 symptoms, potential exposure, or otherwise takes action or inaction that could jeopardize the health and safety of other students or staff will be subject to discipline, including the removal from the activity for the remainder of the year.

**6. Failure to be Honest.** These rules and expectations are designed and will be implemented to ensure, to the extent practicable, the health and safety of all students and staff. Kimball Public Schools will endeavor to balance the need to ensure the health and safety of school premises, while not intruding on a family’s confidential medical information. With that in mind, students and families are expected to be honest with Kimball Public Schools regarding a student’s potential COVID-19 exposure or symptoms. If a parent is uncomfortable or unwilling to provide specific information to the school district about a student’s potential exposure or symptoms, the family need only inform a building administrator of the fact that there may have been a potential exposure or potential symptoms. A parent may, but will not be required to, divulge any specific

information about the potential exposure or symptoms, such as medical information. In any circumstance, if Kimball Public Schools determines that a parent or student has not been honest or forthright with information or facts provided (or not provided) to the school district about a potential exposure or potential symptoms, Kimball Public Schools may exclude a student for a longer period of time (for health and safety reasons) or may impose disciplinary consequences, up to and including exclusion or expulsion from school.

**7. Other Health and Safety Rules.** At any time, a staff member may impose or require a student to undertake other health and safety requirements (such as frequent hand washing, maintaining social distancing, and the like). A student must follow such health and safety requirements or face discipline.

**8. Assumption of the Risks.** In the middle of the COVID-19 pandemic, Kimball Public Schools has endeavored to reopen schools for the benefit of student learning and development. However, there is no guarantee that the school environment will be completely safe and free from COVID-19 or other related risks and hazards. Any parent who is uncomfortable with the risks associated with sending their student to school may contact a building administrator to discuss Kimball Public Schools reopening plan and concerns related to reopening district facilities. A parent who elects to send their student back to school does so understanding, assuming, and accepting the associated health and safety risks, including the possibility that the student may be exposed to and/or contract COVID-19.

# Kimball Public Schools

The purpose of this plan is to provide a framework for how Kimball Public Schools will respond to the COVID-19 pandemic during the 2020-2021 school year. The mission of Kimball Public Schools is: “To educate every student for a lifetime of success.” As we look to fulfill this mission in the 2020-2021 school year, we will be cognizant of the health and safety of all students and staff while striving to maximize student learning opportunities in our district facilities. We realize that not all components of this plan will be agreed upon by everyone, however, we ask for your support as we strive to provide the best education under the current circumstances. The framework is structured to allow the district to respond to changing public health circumstances.

## Scenario Description Rationale:

Scenario	Description	Rationale
<b>A</b>	<b>School is in session All students and staff are in the classroom</b>	<ul style="list-style-type: none"> <li>In this scenario, we have a plan to meet guidelines provided for the reopening of schools and local public health conditions warrant a return to school with appropriate safety precautions being made.</li> </ul>
<b>B</b>	<b>School is in session (scenario A) with a short-term closure (2-5 days).</b>	<ul style="list-style-type: none"> <li>In this scenario, the district would anticipate providing educational continuity for students with a short-term closure that could be mandated by either the Panhandle Public Health District, Directed Health Measure, Governor, or Commissioner of Education .</li> </ul>
<b>C</b>	<b>Hybrid of in-person and remote learning instruction to comply with DHMs</b>	<p>This plan would be used in the event that we have directed health measures that require limiting the number of students in a classroom. Examples could include...</p> <ul style="list-style-type: none"> <li>Alternating Days or A/B groups for buildings (Monday &amp; Thursday for one group, Tuesday &amp; Friday for the other group)</li> <li>Assessments on campus during remote learning</li> <li>Serving Special Education and other select groups on campus</li> </ul>
<b>D</b>	<b>Remote Learning</b>	<ul style="list-style-type: none"> <li>Necessary in the event of school building closure.</li> </ul>

# Operational Zones

4 Tiers			
The following factors will be considered for movement from one tier to the next			
Green	Yellow	Orange	Red
<ul style="list-style-type: none"> <li>Low Risk of COVID-19 Spread</li> <li>Panhandle Public Health Department Guidance</li> <li>Directed Health Measures</li> <li>Governor or Commissioner of Education Guidance</li> </ul>	<ul style="list-style-type: none"> <li>Moderate Risk of COVID-19 Spread</li> <li>Panhandle Public Health Department Guidance</li> <li>Directed Health Measures</li> <li>Governor or Commissioner of Education Guidance</li> </ul>	<ul style="list-style-type: none"> <li>High Risk of COVID-19 Spread</li> <li>Panhandle Public Health Department Guidance</li> <li>Directed Health Measures</li> <li>Governor or Commissioner of Education Guidance</li> </ul>	<ul style="list-style-type: none"> <li>Severe Risk of COVID-19 Spread</li> <li>Panhandle Public Health Department Guidance</li> <li>Directed Health Measures</li> <li>Governor or Commissioner of Education Guidance</li> </ul>

## Kimball Public Schools Procedures

Green - Low Risk		Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
<b>School/Academic Plan</b>	<ul style="list-style-type: none"> <li>School conducted as normal</li> <li>Buildings open</li> <li>Academic Plan Scenario A or B</li> <li>PK-12 classes will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>Increased social distancing</li> <li>Academic Plan Scenario A or B as needed.</li> <li>7-12 - Continue to attend regular classes but with restricted locker and hallway usage.</li> <li>K-2 will be in their classrooms except for lunch, PE and recess.</li> <li>3-6 - will be in their classrooms except for PE, Band and recess.</li> </ul>	<ul style="list-style-type: none"> <li>Limited student contact</li> <li>Academic Plan A, B, or C as needed</li> <li>7-12 - Continues to attend regular classes but with restricted locker and hallway usage</li> <li>K-2 will be in their classrooms except for lunch, PE and recess.</li> <li>3-6 - will be in their classrooms except for PE, Band and recess.</li> </ul>	<ul style="list-style-type: none"> <li>School buildings closed</li> <li>Remote learning for PK-12 students.</li> <li>Academic Plan Scenario D</li> </ul>
<b>Temperature Checks</b>	<p>Student Temperature Check:</p> <ul style="list-style-type: none"> <li>Parents are asked to screen students prior to sending them to school</li> <li>Above 100.4, stay home</li> </ul> <p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff are asked to self-screen prior to arriving at school</li> <li>Above 100.4, stay home</li> </ul>	<p>Temperature checks will be conducted upon arrival</p> <ul style="list-style-type: none"> <li>100° threshold (home 24 hours fever free w/o medication)</li> <li>PK- 6 – Front and West Doors</li> <li>7-12- Main East and West Doors</li> <li>Temps will be logged</li> <li>Temperatures for tardy students are taken in the office prior to going to class.</li> <li>Students with 100° or greater temps will be sent to a waiting area to have their temp re-checked to verify. While waiting to have temp re-checked, students will be asked screening questions for COVID-19 symptoms.</li> <li>If student temp is over 100° again, student will be placed in an isolation room at respective building until parents can pick up or allowed to go home .</li> </ul> <p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will self-screen prior to arriving at school</li> <li>Above 100°, stay home</li> <li>Temps over 100° will be logged</li> </ul>	<p>Temperature checks will be conducted upon arrival</p> <ul style="list-style-type: none"> <li>100° threshold (home 24 hours fever free w/o medication)</li> <li>PK- 6 – Front and West Doors</li> <li>7-12- Main East and West Doors</li> <li>Temps will be logged</li> <li>Temperatures for tardy students are taken in the office prior to going to class.</li> <li>Students with 100° or greater temps will be sent to a waiting area to have their temp re-checked to verify. While waiting to have temp re-checked, students will be asked screening questions for COVID-19 symptoms.</li> <li>If student temp is over 100° again, student will be placed in an isolation room at respective building until parents can pick up or allowed to go home .</li> </ul> <p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will self-screen prior to arriving at school</li> <li>Above 100°, stay home</li> <li>Temps over 100° will be logged</li> </ul>	
<b>Custodial</b>	<ul style="list-style-type: none"> <li>Daily routine cleaning procedures of district facilities</li> <li>Routine cleaning protocol                             <ul style="list-style-type: none"> <li>Staff will comply with State and/or Panhandle Public health department requirements</li> <li>Staff will follow manufacturer’s instructions regarding the use and maintenance of equipment &amp; use &amp; storage of chemicals for cleaning &amp; sanitizing.</li> </ul> </li> <li>Hand sanitizer/disinfectant/ disinfectant wipes provided for all PK-12</li> </ul>	<ul style="list-style-type: none"> <li>Continue green level procedures <u>plus</u> heightened disinfection in all areas.</li> <li>Building Administration will communicate with custodians the specific area(s), surface(s), schedule, procedure and product to be used for heightened disinfection.</li> <li>Custodians will provide heightened disinfection of touch points or areas of specific concern in student attendance centers identified by the Building Administration.</li> <li>Administrators will determine routine cleaning schedules at each building and will require modification to meet heightened disinfection needs.</li> </ul>	<ul style="list-style-type: none"> <li>Continue green and yellow level services <u>plus</u> increased disinfection procedures.</li> <li>Building Administrators will communicate with custodians areas of specific concern.</li> <li>Increased frequency and increased number of surfaces within classrooms to be disinfected to include daily midday disinfection of desktops and touch points or areas of specific concern identified by building administration</li> </ul>	<ul style="list-style-type: none"> <li>DHMs will determine building access</li> <li>Building(s) will be cleaned as directed by the Panhandle Public Health Department prior to student return</li> </ul>

<b>Lunch</b>	<ul style="list-style-type: none"> <li>Mary Lynch - K-6 lunch will be in the cafeteria.</li> <li>High School - Lunch will be in the Student Center</li> <li>Parents will be allowed to eat with their children</li> <li>No salad bar</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - K-2 lunch in the cafeteria with 6-feet social distancing. 3-6 in their classrooms with 6-feet social distancing.</li> <li>High School - Lunch will be in the Student Center with 6-feet social distancing. If necessary, students may also eat in the gym.</li> <li>Parents will not be allowed to eat with their children</li> <li>No salad bar</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - K-2 lunch in the cafeteria with 6-feet social distancing. 3-6 in their classrooms with 6-feet social distancing.</li> <li>High School - Lunch will be in the Student Center with 6-feet social distancing. If necessary, students may also eat in the gym.</li> <li>Parents will not be allowed to eat with their children</li> <li>No salad bar</li> </ul>	Grab and Go meals will be provided for families at designated location
<b>Recess</b>	<ul style="list-style-type: none"> <li>Normal recess with handwashing or hand sanitizer following recess</li> </ul>	<ul style="list-style-type: none"> <li>Schedules - All recesses will be staggered so that only 1 grade level is at recess at time.</li> <li>Social distancing will be practiced</li> </ul>	<ul style="list-style-type: none"> <li>Schedules - All recesses will be staggered so that only 1 grade level is at recess at time.</li> <li>Social distancing will be practiced</li> </ul>	
<b>PK-12 Field Trips</b>	Regular field trip opportunities can be scheduled.	Field trips at building administration discretion.	No field trips will be available	
<b>Specials</b>	Students transition to music and PE as normal	Mary Lynch Specials <ul style="list-style-type: none"> <li>PE - We will practice social distancing and use the outdoors as much as possible.</li> <li>Music -K-6 in their classrooms.</li> </ul>	Mary Lynch Specials <ul style="list-style-type: none"> <li>PE -We will practice social distancing and use the outdoors as much as possible.</li> <li>Music - K-6 in their classrooms.</li> </ul>	
<b>Handwashing/Hand Sanitizer</b>	<ul style="list-style-type: none"> <li>Signage supporting hand washing and proper procedures</li> <li>Students will have hand sanitizer available in each room and entryway to use when entering or exiting</li> </ul>	<ul style="list-style-type: none"> <li>Same as green</li> </ul>	<ul style="list-style-type: none"> <li>Same as green</li> </ul>	
<b>Hallways</b>	<ul style="list-style-type: none"> <li>Mary Lynch - students transition normally</li> <li>High School - Regular transitions</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Traffic flow in the hallways will be one direction.</li> <li>High School - Traffic in the hallways will be restricted to passing periods unless teacher approval is given. Students are expected to take the most direct route to their next class or locker. Linger or loitering in the hallways will not be permissible. Mask use will be recommended in instances where 6 ft of social distancing cannot be maintained.</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Traffic flow in the hallway will be one direction.</li> <li>High School - Traffic in the hallways will be restricted to passing periods unless teacher approval is given. Students are expected to take the most direct route to their next class or locker. Linger or loitering in the hallways will not be permissible. Mask use will be recommended in instances where 6 ft of social distancing cannot be maintained.</li> </ul>	
<b>Lockers / Cubbies</b>	<ul style="list-style-type: none"> <li>Lockers/ cubbies will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Students will place coats or jackets on hallway hooks and keep all other belongings at their desk.</li> <li>High School - Locker use will be restricted to locker number and period</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Students will place coats or jackets on hallway hooks and keep all other belongings at their desk.</li> <li>High School - Locker use will be restricted to locker number and period</li> </ul>	
<b>Beginning of the day staff</b>	PK-12 <ul style="list-style-type: none"> <li>Teachers and paras will report for duty as assigned normally</li> </ul>	<ul style="list-style-type: none"> <li>All staff entering building should wash hands or use hand sanitizer</li> </ul> Mary Lynch <ul style="list-style-type: none"> <li>Teachers should be in their room and ready to receive students by 7:45am.</li> </ul>	<ul style="list-style-type: none"> <li>Same as yellow unless DHMs dictate otherwise</li> <li>Teachers will report based on the schedule created and direction provided by the administration.</li> </ul>	

		<ul style="list-style-type: none"> <li>Paras will be responsible for temperature checks at 7:40 am.</li> </ul> <p>High School</p> <ul style="list-style-type: none"> <li>Teachers should be in their rooms and ready to receive students by 7:45am.</li> <li>Paras will be responsible for temperature checks at 7:30 am.</li> <li>Staff members sponsoring students prior to 7:30 AM will be responsible for screening students</li> </ul>		
<b>Beginning of the day students</b>	<ul style="list-style-type: none"> <li>Mary Lynch - Students will report to school as normal.</li> <li>High School - Students will report to school as normal.</li> </ul>	<ul style="list-style-type: none"> <li>All students entering building should wash hands or use hand sanitizer</li> <li>Mary Lynch - Pre K, K, 1st &amp; 4th grade students will enter the building at the west door and go directly to their classroom.</li> <li>2nd, 3rd, 5th and 6th grade students will enter at the main entrance and go directly to their classroom.</li> <li>The crosstown bus route will arrive at 7:30am. They will be socially distanced in the cafeteria.</li> <li>High School - Students will enter the building using the East/West main doors at 7:45 am and go directly to their first period class following the temperature check.</li> <li>Students in the building prior to 7:30 am need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> </ul>	<ul style="list-style-type: none"> <li>Same as yellow unless DHMs dictate otherwise</li> <li>Students will report based on the schedule created and direction provided by the administration if alterations are necessary</li> </ul>	
<b>End of the day</b>	<ul style="list-style-type: none"> <li>Regular dismissal.</li> <li>All students will be required to leave the building at the end of the day unless in an approved activity or working with a teacher.</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Prek - 4th grade will exit through their grade level doors maintaining social distance. 5th and 6th grade will exit through the main entrance maintaining social distance.</li> <li>High School - Students will proceed out of the closest exit, maintaining social distance.</li> </ul>	<ul style="list-style-type: none"> <li>Same as yellow unless DHMs dictate otherwise</li> <li>This will be based upon the schedule being utilized as well.</li> </ul>	
<b>Building Access</b>	<ul style="list-style-type: none"> <li>Building access permitted according to KPS District Policies</li> </ul>	<ul style="list-style-type: none"> <li>Masks are not required for all visitors but encouraged when appropriate social distancing is not possible</li> <li>Teammates permitted following same guidelines as rest of the district</li> <li>Youth sports permitted following NSAA guidelines</li> <li>Non-school events are at the discretion of administration</li> </ul>	<ul style="list-style-type: none"> <li>Outside visitors restricted to parents picking up children from school office</li> <li>Any other visitors at the discretion of administration</li> </ul>	No campus access available beyond staff or required personnel (will depend on DHMs)
<b>Facemasks</b>	<ul style="list-style-type: none"> <li>Face masks or Face shields may be worn at the discretion of students and staff members</li> </ul>	<ul style="list-style-type: none"> <li>Staff are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible.</li> <li>Students are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible.</li> </ul>	<ul style="list-style-type: none"> <li>Staff are not required to, but highly encouraged to wear masks, especially in scenarios where 6 ft social distancing is not possible.</li> <li>Students are not required to, but highly encouraged to wear masks, especially in scenarios where 6 ft social distancing is not possible.</li> </ul>	

Restrooms	<ul style="list-style-type: none"> <li>Normal</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - All bathrooms will be assigned to certain students.</li> <li>High School - HS Locker Rooms and Restrooms will be available during the school day</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - All bathrooms will be assigned to certain students.</li> <li>High School -HS Locker Rooms and Restrooms will be available during the school day</li> </ul>	
Water Fountains	<ul style="list-style-type: none"> <li>Students are encouraged to use water bottles.</li> </ul>	<ul style="list-style-type: none"> <li>No mouth drinking from water fountains</li> <li>Students are encouraged to use water bottles.</li> </ul>	<ul style="list-style-type: none"> <li>No mouth drinking from water fountains</li> <li>Students are encouraged to use water bottles.</li> </ul>	
Classroom Seating/Materials Usage/Sanitization	<ul style="list-style-type: none"> <li>Regular Seating</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<p>Mary Lynch</p> <ul style="list-style-type: none"> <li>Seating - Seating - students will be seated with 6-feet social distancing or will use barriers for protection.</li> <li>Materials Usage - students should not share materials.</li> <li>Sanitization - classroom surfaces will be sanitized twice daily.</li> </ul> <p>High School</p> <ul style="list-style-type: none"> <li>Seating - students will be seated with 6-feet social distancing or will use barriers for protection.</li> <li>Materials Usage - students should not share materials.</li> <li>Sanitization - classroom surfaces will be sanitized twice a day.</li> </ul>	<p>Mary Lynch</p> <ul style="list-style-type: none"> <li>Seating - Seating - Seating - students will be seated with 6-feet social distancing or will use barriers for protection.</li> <li>Materials Usage - students should not share materials.</li> <li>Sanitization - classroom surfaces will be sanitized twice daily.</li> </ul> <p>High School</p> <ul style="list-style-type: none"> <li>Seating - students will be seated with 6-feet social distancing or will use barriers for protection.</li> <li>Materials Usage - students should not share materials.</li> <li>Sanitization - classroom surfaces will be sanitized at least twice a day and between periods where possible.</li> </ul>	
Transportation <b>**Students will have their temperature taken prior to boarding the bus in the morning. If the child's temperature is at or above 100°, they will not be allowed on the bus. Parents will be contacted and, if necessary, student will be placed in isolation room at school until parent arrival.</b>	<ul style="list-style-type: none"> <li>Regular transportation schedule</li> <li>Buses will be sanitized twice daily</li> <li>Seating charts will be in place for all bus routes</li> </ul>	<ul style="list-style-type: none"> <li>***Town Route****</li> <li>Depending on number of student riders, students may be required to wear a mask on the town route (masks will be available on the bus)</li> <li>Depending on number of student riders, multiple town routes may be run to attain social distancing as well</li> <li>Regular transportation schedule for rural routes</li> <li>Buses will be sanitized twice daily</li> <li>Seating charts will be in place for all bus routes</li> </ul>	<ul style="list-style-type: none"> <li>Parents are encouraged to bring their children to school</li> <li>***Town Route****</li> <li>Depending on number of student riders, students may be required to wear a mask on the town route (masks will be available on the bus)</li> <li>Depending on number of student riders, multiple town routes may be run to attain social distancing as well</li> <li>Regular transportation schedule for rural routes</li> <li>Buses will be sanitized twice daily</li> <li>Seating charts will be in place for all bus routes</li> </ul>	
Technology	<ul style="list-style-type: none"> <li>Devices provided to all K-12 students.</li> <li>Mary Lynch - Students will use technology at school.</li> <li>High School - 7-12 students are permitted to take chromebooks home on a daily basis</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Students will use technology at school.</li> <li>High School - 7-12 students are permitted to take chromebooks home on a daily basis</li> <li>Devices will be cleaned daily according to tech department guidance.</li> </ul>	<ul style="list-style-type: none"> <li>Mary Lynch - Students will be allowed to take devices home to complete remote learning.</li> <li>High School - 7-12 students are permitted to take chromebooks home on a daily basis</li> <li>Devices will be cleaned daily according to tech department guidance.</li> </ul>	Devices used to complete online/remote learning.

<b>7-12 Activities</b>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines</li> <li>Clubs and organization activities will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines</li> <li>Clubs and organization activities will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>Club and organizations will be limited</li> </ul>	Activities and Athletics will be conducted in accordance with NSAA guidelines.
<b>Student Attendance</b>	All students in grades PK-12 will attend school in person.	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person.</li> <li>Accommodations will be made for students in K-12 who are unable to attend in person to utilize online learning through Zoom and our LMS systems (Google Classroom &amp; Canvas).</li> <li>Students will have this option if specified in his/ her IEP, 504 plan, or with a medical note provided by a doctor or health professional with a specified period of time notated.</li> </ul>	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person (if allowed by DHMs)</li> <li>If a hybrid schedule is necessary, details for the hybrid schedule will be provided prior to implementation.</li> <li>Accommodations will be made for students in K-12 who are unable to attend in person to utilize online learning through Zoom and our LMS systems (Google Classroom &amp; Canvas).</li> <li>Students will have this option if specified in his/ her IEP, 504 plan, or with a medical note provided by a doctor or health professional with a specified period of time notated.</li> </ul>	
<b>Staff Attendance</b>	<ul style="list-style-type: none"> <li>All staff will report as normal.</li> <li>Any questions or concerns relative to work expectations should be directed to administration</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to administration.</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to administration.</li> </ul>	
<b>After School Program</b>	<ul style="list-style-type: none"> <li>Regular scheduled program activities.</li> <li>Handwashing upon arrival.</li> </ul>	<ul style="list-style-type: none"> <li>Social Distancing will be practiced in ELITE. Masks are recommended but not required.</li> <li>Social Distancing will be practiced in Longhorn Time. Masks are recommended but not required.</li> </ul>	<ul style="list-style-type: none"> <li>Social Distancing will be practiced in ELITE. Masks are recommended but not required.</li> <li>Social Distancing will be practiced in Longhorn Time. Masks are recommended but not required.</li> </ul>	After School Program will not be offered

## Confirmed Cases & Exposures/Consultation with Health Department

1 or more confirmed case(s)\* in the building of a student or staff member.

- 1 case - the district will work with the Panhandle Public Health Department for next steps.
- The District will communicate the situation stakeholders.
- The school district will remain open
- A more restrictive environment may be implemented depending on recommendations from Panhandle Public Health District
- In the event of multiple confirmed cases, district officials will confer with the health department for next steps.
- Deep cleaning will be executed by the district custodial team.
- If a closing is recommended, the District will execute an immediate remote learning plan.

	<ul style="list-style-type: none"> <li>Reopening communications will be provided to stakeholders from the district in the event of a building closure.</li> </ul>	
1 confirmed case* of immediate household members of a staff member.	<ul style="list-style-type: none"> <li>Follow guidance of Panhandle Public Health District or medical professional</li> <li>If directed to self-quarantine for 10-14 days by Panhandle Public Health District or a medical professional, staff member would be eligible for FFRCA leave</li> <li>Teachers may also have the option to teach virtually with a substitute in the classroom (unless unable due to caring for a family member).</li> <li>Teacher may be able to continue to teach to the class virtually by following the remote learning plan (based on the situation) and/or a sub may be provided.</li> </ul>	
1 confirmed case* immediate household member of students.	<ul style="list-style-type: none"> <li>Follow guidance of Panhandle Public Health District or medical professional</li> <li>Teachers will provide remote learning opportunities if student is directed to self quarantine by Panhandle Public Health District or medical professional for 10-14 days</li> </ul>	
Confirmed exposure* of staff.	<ul style="list-style-type: none"> <li>If directed to self-quarantine for 10-14 days by Panhandle Public Health District or a medical professional, staff member would be eligible for FFRCA leave</li> <li>Teachers may also have the option to teach virtually with a substitute in the classroom (unless unable due to caring for a family member).</li> <li>Teachers may be able to continue to teach to the class virtually by following the remote learning plan (based on the situation) and/or a sub may be provided.</li> </ul>	
Confirmed exposure* of students	<ul style="list-style-type: none"> <li>Teachers will provide remote learning opportunities if student is directed to self quarantine by Panhandle Public Health District or medical professional for 10-14 days</li> </ul>	
Visitor who has entered our building and is a confirmed case.	<ul style="list-style-type: none"> <li>A more restrictive environment could be implemented up to potential extended (6 days or more) building closure.</li> <li>District officials will confer with the Panhandle Public Health Department for next steps</li> <li>The District will communicate the situation with stakeholders.</li> <li>A more restrictive environment could be implemented up to potential extended building closure if recommended by Panhandle Public Health District.</li> <li>Deep cleaning will be executed by the district facilities team.</li> <li>If closing is recommended, the District will execute an immediate remote learning plan.</li> <li>Reopening communications will be provided to stakeholders from the district in the event of a building closure.</li> </ul>	
<p><i>*A case is considered "confirmed" when the individual has had a positive test conducted by a medical professional.</i></p> <p><i>*A confirmed exposure will be based on the contact tracing conducted by the Panhandle Public Health District.</i></p>		
Short Term Closure	School building closed for up to 2-5 school days	<ul style="list-style-type: none"> <li>Remote learning will be used by teachers</li> </ul>
Extended Building Closure	School building closed for 6 school days or more	<ul style="list-style-type: none"> <li>Remote learning will be used by teachers</li> </ul>