

UNIFIED SCHOOL DISTRICT NO. 410
(Durham-Hillsboro-Lehigh)

REGULAR BOARD MEETING
Monday, September 13, 2021
7:00 pm

USD 410 District Office Conference Room
416 S. Date
Hillsboro, KS 67063

**Agenda—Regular Board Meeting
USD 410 District Office Conference Room & Zoom Link
September 13, 2021, 7:00 p.m.**

- A. Meeting called to order
- B. Exceeding Revenue Neutral Rate Hearing
- C. 2021-22 Budget Hearing
- D. Approval of regular and consent agenda
 - 1. Minutes from August 9, 2021 regular meeting (Appendix A)
 - 2. Building and District Level Committees
 - 3. KSHSAA Baseball Cooperative Agreement with USD 398 (Appendix B)
 - 4. KSHSAA MS Wrestling Cooperative Agreement with USD 419 (Appendix C)
 - 5. Out of State Trips
 - 6. Donations
- E. Citizen's Open Forum
- F. Action/Discussion Items
 - 1. Approval of Exceeding the Revenue Neutral Tax Rate Resolution (Appendices D & E)
 - 2. Approval of FY 2022 Budget (Appendix F)
 - 3. USD 410 COVID Voluntary Testing Plan (Appendix G)
 - 4. USD 410 Schools Opening Plan
 - 5. ESSER HES Window Project Architect Contract (Appendix H)
 - 6. HMHS Kitchen Remodel Architect Contract (Appendix I)
 - 7. FCC License (Appendices J & K)
- G. Executive Session for Personnel
- H. Personnel
 - 1. Resignations
 - 2. Certified Staff
 - 3. Classified Staff
 - 4. Supplemental Contracts
- I. Reports
 - 1. Superintendent (Appendix L)
 - 2. TEEN (Appendix M)
 - 3. MCSEC (Appendix N)
 - 4. Business Manager (Financials)
- J. Adjournment

Annotated BOE Agenda September 13, 2021

A. Meeting Called to Order

B. 2021-22 Exceeding the Revenue Neutral Tax Rate (RNR) Hearing

The Board will enter into the exceeding the revenue neutral tax rate hearing as required by Kansas statutes. Those wishing to comment concerning the proposed Fiscal Year 2022 RNR are invited to speak to the Board.

The budget hearing is an opportunity for the board to hear public comments relative to the 2021-22 USD 410 budget published in the Hillsboro Star Journal on September 1, 2021.

➤ *No Action Requested*

C. 2021-22 Budget Hearing

The Board will enter into the annual budget hearing as required by Kansas statutes. Those wishing to comment concerning the proposed Fiscal Year 2022 budget are invited to speak to the Board.

The budget hearing is an opportunity for the board to hear public comments relative to the 2021-22 USD 410 budget published in the Hillsboro Star Journal on September 1, 2021.

➤ *No Action Requested*

D. Approval of Regular and Consent Agenda

Consent Agenda

The U.S.D. 410 Board of Education uses the consent agenda as a way to operate more efficiently. Items on the consent agenda are routine in nature and generally do not require discussion by the board. Prior to approval of the consent agenda, board members may request that items be removed and placed on the regular agenda.

1. August Board Meeting Minutes (Appendix A)

Minutes from the August 9, 2021 Regular BOE Meeting are included as Appendix A.

➤ *Recommended Action*

Motion to approve the August Regular Board Meeting minutes.

2. Building and District Level Committees

HES Building

Site Council

Brandi Hein, Dionne Loewen, Bridgette Meliza, Amber Winter, Debbie Oelke,
Dale Shewey, Alyson Voran, Lynette Hiebert, Evan Yoder

Building Leadership

Amanda Jaworsky, Aimee Hennigh, Michelle Ediger, Collette Haslett,
Ashley Sheridan, Autumn Hardey, Evan Yoder

HMHS Building

HMHS Site Council Brandi Hein, Sharon Diener, Rachel Hein, Jana Dalke, Tammy Daniels, Michele Melton, Treena Lucero, Amber Winter, Debbie Oelke, Lynette Hiebert, Dionne Loewen, Robin Plenert, Clint Corby

Building Leadership; Tamara Cassidy, Nathan Hiebert, Jessica Bowman, Jill Hein, Clint Corby

District Level Teams

District Site Council All Members of HES and HMHS Site Councils

District Leadership Evan Yoder, Autumn Hardey, Clint Corby, Jill Hein, Jerry Hinerman, Brad Just, Max Heinrichs
(Ex-official members Robert Rempel
Keith Goossen, and Karen Goossen)

District Gemini Launch Team

Evan Yoder, Autumn Hardey, Amanda Jaworsky
Clint Corby, Jill Hein, Tamara Cassidy, Nathan Hiebert, Jessica Bowman, and
Max Heinrichs

District Committees**Technology Committee**

Tyler Clements	Heather Corby	Russell Bennett	Sandy Arnold
Dennis Boldt	Robert Rempel	Clint Corby	Janet Whisenhunt
Brad Just	Lena Kleiner	Jerry Hinerman	Max Heinrichs
Elizabeth Hill	Jim Paulus	Connor Hiebert	Zach Denholm

PDC Committee

Dustin Dalke	Emily Dalke	Evan Yoder	Clint Corby	Michele Melton
Sonya Roberts	Max Heinrichs			

Athletic Operations Committee	Robert Rempel	Jerry Hinerman	Max Heinrichs
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➤ ***Recommended Action:***

Motion to approve the Building and District Level Committees as presented

3. **KSHSAA Baseball Cooperative Agreement with USD 398 (Appendix B)**

This agreement will cover the 2021-22 and the 2022-23 school years.

➤ ***Recommended Action***

Motion to approve the Baseball Cooperative Agreement with USD 398 for the 2021-22 and the 2022-23 school years.

4. **KSHSAA MS Wrestling Cooperative Agreement with USD 419 (Appendix C)**

This agreement will cover the 2021-22 school year

➤ ***Recommended Action***

Motion to approve the MS Wrestling Cooperative Agreement with USD 419 for the 2021-22 school year.

5. Out of State Trips

The following organizations have planned for out of state trips during the 2021-22 school year. No funding for these trips is being requested with the exception of the use of a school vehicle. All expenses, including the drivers cost and fuel, if applicable, is the responsibility of the traveling organization.

a. TSA Trip

- Purpose: 2022 National TSA Conference
- Destination: Dallas TX.
- Dates: June 26 – 30, 2022
- Estimated # of Students: Depends on State TSA Qualifiers
- **Estimated # of Adult Sponsors: at least 1; more if needed**

b. Yearbook Elite Weekend

- Event: Walsworth 2021 Elite Weekend
- Destination: Kansas City, Missouri
- Dates: September 24-25, 2021
- Estimated # of Students: Two (This year's yearbook editor and assistant editor)
- Estimated # of Adult Sponsors: 1

c. FFA Trip

- Destination: Indianapolis, IN
- Dates: Leave Monday, October 25th after school - Saturday, October 30, 2021
- Estimated Number of Students: 8-10
- Sponsors: Teacher Intern: Emma Bathurst (KSU Student Teacher)

➤ ***Recommended Action***

Motion to approve the TSA, Yearbook, and FFA out of state trips

6. Donations

None

➤ ***Recommended Action:***

Motion to approve the regular and consent agendas as presented.

E. Citizen's Open Forum

This is an open forum where patrons have the opportunity to speak and/or present to the board items that are otherwise not on the agenda. It is recommended the board not take any immediate action relating to issues presented in citizen's open forum.

F. Action / Discussion Items

1. Approval of Exceeding the Revenue Neutral Tax Rate Resolution (Appendices D & E)

This is an opportunity for the board to discuss and act on the 2021-22 Revenue Neutral Tax Rate. Below are the details of the proposed mill levies for each of the funds with actual levied amounts for FY20 and FY21 and published amounts for FY22.

Fund	FY 2020 Actual	FY 2021 Actual	FY 2022 Published	Difference in FY 2021 Actual to FY 2022 Published
General	20.000	20.000	20.000	0.000
Supp. General	20.193	17.916	19.627	1.711
Capital Outlay	8.000	7.998	8.000	0.002
Bond & Interest	13.621	15.888	14.187	(1.701)
Total	61.814	61.802	61.814	0.012

➤ **Recommended Action:**

Motion to approve the 2021-22 Revenue Neutral Tax Rate Resolution as presented in Appendix D & E

2. Approval of FY 2022 Budget (Appendix F)

This is an opportunity for the board to discuss and act on the 2021-22 budget. Below are the details of the proposed mill levies for each of the funds with actual levied amounts for FY20 and FY21 and published amounts for FY22.

Fund	FY 2020 Actual	FY 2021 Actual	FY 2022 Published	Difference in FY 2021 Actual to FY 2022 Published
General	20.000	20.000	20.000	0.000
Supp. General	20.193	17.916	19.627	1.711
Capital Outlay	8.000	7.998	8.000	0.002
Bond & Interest	13.621	15.888	14.187	(1.701)
Total	61.814	61.802	61.814	0.012

➤ **Recommended Action:**

Motion to approve the following proposed mill levies for the fiscal year 2022 budget and the fiscal year 2022 budget as presented:

Fund	FY 2022 Published
General	20.000
Supp. General	19.627
Capital Outlay	8.000
Bond & Interest	14.187
Total	61.814

3. USD 410 COVID Voluntary Testing Plan (Appendix G)

KDHE has worked with an advisory group of superintendents, teachers, staff, school nurses, coaches and others to design 3 testing plans for school districts to consider. School districts, or individual schools, can adopt any or all of the plans and can adopt any or all of the strategies within a plan. The plans are flexible and can be adapted to meet your needs! We ask that school districts work with their local health departments to ensure that any plans are approved by the local health officer

Strategy 1: Test to Know

Diagnostic testing for all students, staff and associates of the school to provide testing for those who are symptomatic or have a potential exposure and what to know if they are a risk.

Strategy 2: Test to Stay and Learn

To ensure that schools can provide the most normal school experience in the classroom with the least amount of disruptions. Students and staff with known exposure can continue in school versus at home quarantine with daily negative tests.

Strategy 3: Test to Stay, Play and Participate

To ensure that schools can provide the most normal school experience outside of the classroom including participation in extracurricular activities and school-based events with the least amount of disruptions. Students participating in extracurriculars are tested regularly throughout the week to identify asymptomatic cases and to gauge exposure. Daily testing on exposed students allows them to continue participation if the tests remain negative.

➤ ***Recommended Action:***

Motion to approve the USD 410 COVID Voluntary Testing Plan found in Appendix G to allow testing to know, stay and learn, and test to stay, play, and participate.

4. USD 410 Schools Opening Plan

If the Board approves the USD 410 COVID Voluntary Testing Plan we will add testing to the USD 410 Schools Opening plan.

➤ ***Recommended Action:***

Motion to approve the addition of the USD 410 COVID Voluntary Testing Plan to the USD 410 Schools Opening Plan

5. ESSER HES Window Project Architect Contract (Appendix H)

We are recommending to the USD 410 Board that we move forward with our ESSER HES Window Project by securing the services of Shultz Squared Architects. The Architectural contract for our HES Window Project will be for a fixed of \$14,250.00

➤ ***Recommended Action:***

Motion to approve the HES Window Project with Shultz Squared Architects. The Architectural contract for our HES Window Project will be for a fixed fee of \$14,250.00.

6. HMHS Kitchen Remodel Architect Contract (Appendix I)

We are recommending to the USD 410 Board that we move forward with Schultz Squared Architects with this project.

Fee

Elect/Plumb Services **\$2,875.00** fixed fee plus reimbursable expenses

Architectural Design Services **\$3,120.00** fixed fee plus reimbursable expenses

Bidding & CA Services **\$780.00** fixed fee plus reimbursable expenses

Total \$6,775.00 fixed fee plus reimbursable expenses

Additional Services

Additional services beyond those denoted in the scope of services shall be billed at architect's **hourly rate of \$130.00 per hour.**

➤ ***Recommended Action:***

Motion to approve the contract with Schultz Squared Architects for \$6,775.00 for our HMHS Kitchen Remodel Project.

7. USD 410 FCC License Lease - T Mobile Lease Acquisition from Kansas Broadband (Appendices J & K)

Per the 2006 rule change, USD 410 had until 2011 to construct a system which would make use of the license. In all likelihood, rather than spend a significant amount of taxpayer dollars on an unproven internet system, the superintendent and board of USD 410 entered into an agreement whereby Kansas Broadband (KBB) would lease the license and ensure the 2011 Substantial Service requirement was met with no financial outlay by the District (this is speculation on my part, but it makes sense and it consistent among many EBS licensees). Since KBB didn't have a proven business model for use of the EBS license, the lease was written with little or no financial outlay on behalf of KBB aside from the costs to meet Substantial Service as required by the FCC. Rather, it was written so that KBB would share the revenue with USD 410.

Alas, the technical nature of the license ultimately has not allowed for Kansas Broadband to develop a viable business model around it. This is consistent with many small internet service providers who have/had EBS leases. As a result of KBB's inability to make money from the EBS license, it was unable to share much or any wealth with USD 410. As such, USD 410 has seen almost no financial benefit from the license since initially granted by the FCC in the early 1990s.

At this time, KBB continues to ensure the license has some level of operation to ensure it meets FCC regulatory requirements, but KBB has no plans of using the license in its on-going operations. As a result, KBB has entered into an agreement to transfer the lease to Clearwire (a wholly owned subsidiary of T Mobile hereafter referred to as T-MO). In order for T-MO to be willing to accept the lease, a number of changes were required.

Lease Amendment Items

Per the agreement with KBB and TMO, a number of changes were required to make the lease assignment acceptable to T Mo. Most of the changes are generally corrective and have little effect on USD 410. I do want to note four items:

- 1) Most importantly, the lease amendment finally ensures USD410 will reap a financial reward from the license. Specifically, upon approval by the FCC (which will take several months), USD 410 will receive \$12,000 from TMO and then will receive annual payments each year thereafter with a 2% increase per year.
- 2) The lease will recommence upon FCC's approval of the lease between TMO and USD 410 ultimately making the lease term to be 30 years - assuming all renewals terms are exercised. This can be viewed positively as it will ensure a long, steadily-increasing income stream for USD 410.

- 3) Per the 2020 rule enactment, there is no longer an educational service requirement on the license. TMO is eliminating this on all leases as it's administratively encumbering and thus the educational service requirement in the lease has been eliminated. USD 410 is not affected by this change as it was not receiving any service from KBB nor will it.
- 4) The amendment calls for QHS to manage the lease and license going forward. Essentially, QHS is your go-to shop to call for all things related to your license and lease. We will ensure TMO meets all obligations of the lease and all regulatory requirements imposed by the FCC. TMO is paying QHS' fee so our work on your behalf will essentially be at no cost to USD 410.

➤ ***Recommended Action:***

Motion to approve the Consent/Acknowledgement to Assignment and Assumption, and the First Amendment for USD 410 FCC License lease with Clearwire

G. Executive Session for Personnel

Motion for the Board to go into executive session to **discuss resignation and hires** pursuant to the non-elected Personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ in this room. The executive session is required to protect the privacy rights of identifiable individuals.

H. Personnel

1. Resignations

- a. Cassidy Oborny – PreK Teacher Aide – Effective Date – August 10, 2021

➤ ***Recommended Action***

Motion to approve the resignation of Cassidy Oborny as PreK Teacher Aide – Effective Date – August 10, 2021

- b. Daryl Kliewer – HMHS Custodian – Effective date; as soon as we can find replacement – Daryl will continue his bus driving duties.

➤ ***Recommended Action***

Motion to approve the resignation of Daryl Kliewer – HMHS Custodian – Effective date; as soon as we can find replacement – Daryl will continue his bus driving duties.

- c. Malinda Just – MS Head Volleyball Coach – Effective Date - August 23, 2021

➤ ***Recommended Action***

Motion to approve the resignation of Malinda Just as MS Head Volleyball Coach – Effective Date - August 23, 2021

- d. Marilyn Bartel – HMHS Musical Assistant (0.25) for the 2021 -22 school year.

➤ ***Recommended Action***

Motion to approve the resignation of Marilyn Bartel as HMHS Assistant Musical Director

- e. Tesha Werth – HMS Assistant Volleyball Coach for the 2021-22 school year

➤ ***Recommended Action***

Motion to approve the resignation of Tesha Werth as HMS Assistant Volleyball Coach for the 2021-22 school year

- f. Dan Pohlmann – USD 410 Maintenance – Effective Date September 8, 2021

➤ ***Recommended Action***

Motion to approve the resignation of Dan Pohlmann as USD 410 Maintenance – Effective Date September 8, 2021

2. Certified Staff

a. TEEN Director

The TEEN Board approved a \$500 increase in salary for TEEN Director Lena Kleiner for Fiscal Year 2022 and approved a monthly health insurance contribution equal to the premium of the ESSDACK Health Insurance Group \$1,400 deductible family health insurance. Lena Kleiner will also receive the 2021-22 USD 410 Retention Bonus of \$1,200 with \$600 to be paid in January 2022 and \$600 to be paid in June of 2022.

➤ ***Recommended Action***

Motion to approve TEEN Director Compensation changes as presented

3. Classified Staff

- a. Katelyn Seaman – PreK Classroom Aide - Pay Rate \$11.35 per hour, for 8 hours per day, for 177 days.

➤ ***Recommended Action***

Motion to approve Katelyn Seaman as PreK Classroom Aide - Pay Rate \$11.35 per hour, for 8 hours per day, for 177 days.

- b. Anthony Epp – HMHS Custodian / Bus Shop Attendant – Pay Rate \$11.35 per hour, for 6.0 hours per day, for 253 days

➤ ***Recommended Action***

Motion to approve Anthony Epp as HMHS Custodian / Bus Shop Attendant – Pay Rate \$11.35 per hour, for 6.0 hours per day, for 253 days

4. Supplemental Contracts

- a. HS Volleyball 2nd Assistant Coach – Lena Kleiner

➤ ***Recommended Action***

Motion to approve Lena Kleiner as the HS Volleyball 2nd Assistant Coach for the 2021-22 school year

- b. MS Volleyball Assistant Coach – Amy Clements

➤ **Recommended Action**

Motion to approve Amy Clements as the MS Volleyball Assistant Coach for the 2021-22 school year

- c. MS Assistant Volleyball Co-Coaches – Autumn Hardey (0.66) and Tena Loewen (0.34) for the 2021-22 remaining season.

➤ **Recommended Action**

Motion to approve MS Assistant Volleyball Co-Coaches Autumn Hardey (0.66) and Tena Loewen (0.34) for the 2021-22 remaining season.

- d. Musical Assistant (0.5) – Olivia Kliewer for the 2021-22 school year

➤ **Recommended Action**

Motion to approve Olivia Kliewer as (0.50) Assistant Musical Director for the 2021-22 school year.

- e. HMS Head Volleyball Coach - Tesha Werth for the 2021-22 school year.

➤ **Recommended Action**

Motion to approve Tesha Werth as HMS Head Volleyball Coach for the 2021-22 school year.

I. Reports

1. Superintendent
 - a. Fall Participation Numbers (Appendix L)
2. TEEN (Appendix M)
3. MCSEC (Appendices N)
4. Business Manager (Financials)

➤ **Recommended Action:**

Motion to approve the payment of bills totaling \$_____ and the following financial reports.

- USD 410 Activity Account Report
- USD 410 Activity Account Bank Reconciliation
- District Report of Transfers
- District Cash Summary Report
- District Accounts Bank Reconciliation, Bank Account Balance Report, and Securities Report
- District Expense Budget Report

J. Adjournment

New Executive Session Motions (if needed at any time in the meeting)1. Personnel

Motion for the Board to go into executive session to (subject) pursuant to the non-elected Personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ in this room. The executive session is required to protect the privacy rights of identifiable individuals.

2. Negotiations

Motion for the Board to go into executive session to (subject) pursuant to the exception for employer-employee negotiations under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ in this room. The executive session is required to protect the board's negotiating interests.

3. Student(s)

Motion for the Board to enter into executive session to (subject) pursuant to the exception relating to actions adversely or favorably affecting a student under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ in this room. The executive session is required to protect the privacy rights of identifiable individuals.

4. Attorney/Client

Motion for the board to go into executive session to (subject) pursuant to the exception for matters which would be deemed privileged in the attorney-client relationship under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ o'clock in this room. This executive session is required to protect attorney-client privilege and the public interest.

5. Transactions Related to Real Property

Motion that the board go into executive session to (subject) pursuant to the exception for preliminary discussion of the acquisition of real property under the Kansas Open Meetings Act (KOMA) and to return to open meeting at _____ o'clock in this room. This executive session is required to protect the district's financial interest and bargaining position.

UNIFIED SCHOOL DISTRICT NO. 410
Durham-Hillsboro-Lehigh

MINUTES – REGULAR BOARD MEETING
USD 410 District Office Conference Room
August 9, 2021 7:00 p.m.

Members Present:

Rod Koons

Jared Jost

Jim Paulus

Mark Rooker

Joe Sechrist

Tim Kaufman (arrived at 7:02 p.m.)

Member Absent:

Kim Klein

Administrators:

Max Heinrichs

Others:

Jerry Hinerman, Clerk

Doug Bibens

Megan Hein

Brian Nickel

Holly Nickel

Brent Unruh

A. Meeting Called to Order

Board Vice President Rod Koons called the meeting to order at 7:01 p.m.

Tim Kaufman arrived at 7:02 p.m.

B. Approval of Regular and Consent Agenda

Joe Sechrist moved to approve the regular and consent agendas with the addition of Item E2c Lauren Schoeneberg – Hillsboro Elementary School Classroom Aide and Item E2d Jennifer Moss – Hillsboro Elementary School Classroom Aide to the regular agenda. Motion seconded by Jim Paulus. Carried 6-0.

Items on the consent agenda included the following:

1. Motion to approve the minutes of the July 12, 2021, regular board meeting
2. Motion to approve the addition of a Class of 2025 account to the USD 410 Activity Fund
3. Motion to approve the 2021 – 2022 Classified Employee Manual
4. Motion to approved the 2021 – 2022 Temporary Employee Health Insurance Benefit Policy and Procedures
5. Motion to approve the following long-term substitute teacher pay for consecutive days substituting for the same teacher

First 10 Consecutive Days

\$105.00 per Day

After 10 Consecutive Days

\$225.42 per Day Retroactive to the First Day of the Long-Term Substitute Assignment
(Rate Based on the Daily Rate of Pay for a Beginning Teacher)

6. Motion to approve the Clerical and Office Support Agreements between TEEN and USD 410

7. Motion to approve the disposal of the following USD 410 district property:

Batteries	Student Desks	Teacher Desks
Drinking Fountains	Miscellaneous Iron	Motors
Radiator	Refrigerator	Water Heater
Window Air Conditioning Unit		

8. Motion to approve the following donations:

Donation of \$135.55 from Kroger to be used for Hillsboro Elementary School Site Council projects

Donation of \$50.00 from Families and Communities Together (FACT) to be used Hillsboro Elementary School Preschool supplies

C. Action/Discussion Items

1. Temporary Employee Pay Rates
Joe Sechrist moved to approve the following pay rates for temporary employees. Motion seconded by Jared Jost. Carried 6-0.

<u>Position</u>	<u>Hourly Rate</u>
Substitute Aide	\$10.95
Substitute Secretary	\$10.95
Substitute Custodian	\$10.95
Substitute Bus Driver	\$12.35
Accompanist	\$12.70
Activity Trip Bus Driver	\$13.70
After-School Program Assistant	\$13.20
Teacher Driving for Activity (Drive Time Only)	\$13.70
Student Help	\$ 8.00
Interpreter	\$13.20
Walking School Bus Coordinator	\$10.35
Suspension Supervisor (In or Out of School)	\$12.35

2. USD 410 and Tabor College Athletic Facility Staff Funding Agreement
Jared Jost moved to approve the USD 410 and Tabor College Staff Funding Agreement for the 2021 – 2022 school year. Motion seconded by Tim Kaufman. Carried 6-0.

3. USD 410 2021- 2022 Opening School Plan (Note: See Item G1 for action on a revision of this plan.)
Joe Sechrist moved to approve the following USD 410 Schools Opening Plan. Motion seconded by Tim Kaufman. Carried 6-0.

USD 410 Schools Opening Plan

Subject	Guidelines
Masks	<ul style="list-style-type: none"> Masks are Optional if students, staff, and public choose to wear them. CDC Public Transportation Mandate (SD 1582/84-21-01A, https://www.cdc.gov/coronavirus/2019-ncov/travelers/face-masks-public-transportation.html) masks on all public transportation which includes <u>school buses and all school transportation.</u> (we were informed about this mandate on 8/05/2021)

Physical Distancing	<ul style="list-style-type: none"> • USD 410 will physical distance to a minimum of three feet, and more wherever possible.
Hygiene Measures	<ul style="list-style-type: none"> • Promote hand washing and hand sanitizing. • Provide student, staff, and administration time to wash and sanitize hands. • Maintain all hand sanitizing stations at key entrances to building and other high traffic locations. • School Nurse will teach and create a video of proper hand washing techniques (or CDC videos). • School Nurse will teach and create a video showing the appropriate techniques for covering a cough and sneeze (or CDC videos). • Sanitizer will be available in each classroom and school administrative offices. • All HVAC units have been equipped with ionizers to help with air quality.
Sick (not feeling well)	<ul style="list-style-type: none"> • Parents are encouraged to be extra cautious about sending their child to school if the child is not feeling well. • If your child has a fever they will need to stay at home until after 72 hours of being fever free without medication.
Cleaning & Maintaining Facilities	<ul style="list-style-type: none"> • USD 410 will clean and sanitize our buildings as recommended. • Classroom teachers will also have readily available cleaning supplies in their classrooms to sanitize high use surfaces if needed and at the end of each class period if needed. • We will continue to have hand sanitizer available at each main entrance of our buildings and every classroom.
Contact Tracing, Isolation & Quarantines (See Marion Co. Health Dept. Protocols)	<ul style="list-style-type: none"> • The USD 410 Nurse and Administration will work with the local health providers, the Marion County Health Department, and the Kansas Department of Health and Environment when needed to protect the safety of our students, teachers, staff, and administration.
Diagnostic Screening & Testing	<ul style="list-style-type: none"> • USD 410 does not plan to provide testing at this point (08/09/21), but we are working with the Hillsboro Community Hospital to possibly test later in the school year. • USD 410 Schools will work with our students, their parents, their family physician, Hillsboro Community Hospital, Marion County Health Department, or other local testing sites when students need to be screened for COVID-19 symptoms.

Vaccinations	<ul style="list-style-type: none"> • USD 410 students and staff <u>will not be required to be vaccinated</u> for COVID-19 to attend school. • USD 410 will work with the Marion County Health Department to provide vaccinations onsite in future if there is a need, or a request from our families to do so. • We will provide information of our local vaccination providers for those who request it.
Accommodations for Children with Disabilities	<ul style="list-style-type: none"> • USD 410 Schools, along with the Marion County Special Education Cooperative Interlocal #617, will continue to make appropriate accommodations for children with disabilities in all aspects including health and safety concerns according to the Individual Education Plan or 504 needs of the student.
Coordination with State and Local Health Officials	<ul style="list-style-type: none"> • USD 410 Schools will continue to coordinate with State and local health officials to keep our students, staff, and community safe. • The Superintendent of Schools and school nurse will be in contact with the Marion County Health Department on a weekly, or daily basis if needed.
Continuity of Services	<ul style="list-style-type: none"> • Academic Needs will be met through continued, full-time, in person instruction. • Social, emotional, and mental health needs will be met through social, emotional curriculum, counseling and partnerships with Prairie View Mental Health if needed. • ALL students will have access to free breakfast and lunch daily as well as school nursing services.
Learning Opportunities	<ul style="list-style-type: none"> • Virtual learning opportunities are available for grades 6-12 through the TEEN Network. Please contact Lena Kleiner TEEN Director. • Email: lena.kleiner@usd410.net • Phone: (620) 947-3184 (opt# 3)
Food Service	<ul style="list-style-type: none"> • All students will eat at no cost (except a la carte items) per federal guidelines. • <u>Household Income Survey</u> will be used in lieu of federal free/reduced lunch form during the 2021-22 school year. This form will also determine enrollment fees if applicable. This funding is essential for us to maintain the level of programming we have in the present and future school years. • Students who desire the a la carte items to their lunch will be responsible for the cost of the a la carte items. All purchases must be made through the student's food service account. Please make sure they have funds available in their account.
Transportation	<ul style="list-style-type: none"> • CDC Public Transportation Mandate (SD 1582/84-21-01A, https://www.cdc.gov/coronavirus/2019-ncov/travelers/face-masks-public-transportation.html) which includes <u>school buses and all school transportation.</u> (we were informed about this mandate on 8/05/2021)

Disclosure:

We will continue to monitor our district buildings and community incident rates and work with our local and state health departments to provide our students and staff the best opportunities for continuous face-to-face instruction, while maintaining a healthy environment for learning.

4. A-La-Carte Prices

Joe Sechrist moved to approve the following 2021 – 2022 a-la-carte prices. Motion seconded by Jim Paulus. Carried 6-0.

<u>Item</u>	<u>Price</u>
Entrée	\$1.75
Side	\$1.00
Milk	\$0.50
Cheeseburger	\$1.50
French Fries	\$1.25
Tornados	\$1.25
Bosco Sticks	\$1.00
Assorted Chips	\$0.75
Fruit Roll-Up	\$0.75
Baked Cookies	\$0.50

5. ESSER II and ESSER III Capital Projects

6. 2021 – 2022 Retention Bonus Plan

Joe Sechrist moved to approve the following 2021 – 2022 retention bonus plan with the two highlighted date changes. Motion seconded by Jared Jost. Carried 6-0

**Unified School District No. 410
Retention Bonus Plan
2021 – 2022 School Year**

Unified School District No. 410 will pay a retention bonus totaling up to \$1,200 in two payments to all employees working 630 hours or more during the 2021 – 2022 school year who are eligible for Unified School District No. 410 benefits.

The first retention bonus payment of up to \$600 will be distributed in the regular payroll on January 3, 2022. To be eligible for the full \$600 distributed on January 3, 2022, an employee must have been regularly scheduled to work and working during all or a part of August, September, October, November, and December. Employees who do not work in all or part of one or more of these months will receive a prorated retention bonus based on the number of months worked so long as they are still employed by Unified School District No. 410 on December 31, 2021. Individuals not employed by Unified School District No. 410 on December 31, 2021, will not receive the first retention bonus payment.

The second retention bonus payment of up to \$600 will be distributed in the regular payroll on June 3, 2022. To be eligible for the full \$600 distributed on June 3, 2022, an employee must have been regularly scheduled to work and working during all or a part of January, February, March, April, and May. Employees who do not work in all or part of one or more of these months will receive a prorated retention bonus based on the number of months worked so long as they are still employed by Unified School District No. 410 on **May 31, 2022**. Individuals not employed by Unified School District No. 410 on **May 31, 2022**, will not receive the second retention bonus payment.

The Families and Communities Together (FACT) Executive Director and the Technology Excellence in Education (TEEN) Director will only receive these retention bonus payments if the payments are approved by the FACT Board and TEEN Board respectively and funded by FACT and TEEN respectively.

This retention bonus is for the 2021 – 2022 school year only and will not continue past the 2021 – 2022 school year without further action by the Unified School District No. 410 Board of Education.

D. Executive Session – Personnel

Rod Koons moved for the Board to go into executive session at 7:57 p.m. with the Superintendent to discuss resignations, hires, supplementals, and administrative staff pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 8:00 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Tim Kaufman. Carried 4-0.

Regular Session

E. Personnel

1. Resignations
 - a. Tricia Williamson – Hillsboro High School Assistant Drama Coordinator
Jim Paulus moved to approve the resignation of Tricia Williamson from her position as Hillsboro High School Assistant Drama Coordinator. Motion seconded by Joe Sechrist. Carried 6-0.
 - b. Dennis Boldt – Hillsboro Middle/High School Head Track Coach
Joe Sechrist moved to approve the resignation of Dennis Boldt from his position as Hillsboro Middle/High School Head Track Coach. Motion seconded by Jared Jost. Carried 6-0.
2. Classified Staff Hires
 - a. Brad Dies – Hillsboro Middle/High School Custodian
Joe Sechrist moved to approve hiring Brad Dies to serve as Hillsboro Middle/High School Custodian for \$11.35 per hour for 8 hours per day for 253 days per year effective July 19, 2021. Motion seconded by Jim Paulus. Carried 6-0.
 - b. Jordan Riggs – Hillsboro Elementary School Custodian
Joe Sechrist moved to approve hiring Jordan Riggs to serve as Hillsboro Elementary School Custodian for \$11.35 per hour for 8 hours per day for 253 days per year effective August 11, 2021. Motion seconded by Tim Kaufman. Carried 6-0.
 - c. Lauren Schoeneberg – Hillsboro Elementary School Classroom Aide
Jim Paulus moved to approve hiring Lauren Schoeneberg to serve as Hillsboro Elementary School Classroom Aide for \$11.35 per hour for 7 hours per day for 173 days per year effective August 12, 2021. Motion seconded by Jared Jost. Carried 6-0.
 - d. Jennifer Moss – Hillsboro Elementary School Classroom Aide
Joe Sechrist moved to approve hiring Jennifer Moss to serve as Hillsboro Elementary School Classroom Aide for \$11.35 per hour for 7 hours per day for 173 days per year effective August 13, 2021. Motion seconded by Jared Jost. Carried 6-0.
3. Supplemental Contracts
 - a. Malinda Just – Hillsboro Middle School Head Volleyball Coach
Joe Sechrist moved to approve the issuance of a supplemental contract to Malinda Just to serve as Hillsboro Middle School Head Volleyball Coach. Motion seconded by Jim Paulus. Carried 6-0.
 - b. Tesha Werth – Hillsboro Middle School Assistant Volleyball Coach
Jared Jost moved to approve the issuance of a supplemental contract to Tesha Werth to serve as Hillsboro Middle School Assistant Volleyball Coach. Motion seconded by Joe Sechrist. Carried 6-0.
4. Career and Technical Education Director
Joe Sechrist moved to approve a salary of \$3,750 for the Career and Technical Education Director for the 2021 – 2022 school year. Motion seconded by Tim Kaufman. Carried 6-0.

F. Reports

1. Superintendent's Report
 - a. Athletic Facility Update
 - b. Building Update
2. TEEN Report
3. MCSEC Report

4. Business Manager's Report
Joe Sechrist moved to approve the payment of bills totaling \$407,435.16 and the following reports. Motion seconded by Tim Kaufman. Carried 6-0.
USD 410 Activity Account Report
USD 410 Activity Account Bank Reconciliation
District Report of Transfers
District Cash Summary Report
District Accounts Bank Reconciliation, Bank Account Balance Report, and Securities Report (June)
District Accounts Bank Reconciliation, Bank Account Balance Report, and Securities Report (July)
District Expense Budget Report (June)
District Revenue Budget Report (June)

G. Additional Action/Discussion Item

1. USD 410 2021- 2022 Revised Opening School Plan (Note: See Item C3 for action on the initial version of this plan.)
Jim Paulus moved to approve the following USD 410 Schools Opening Plan including the highlighted second bulleted item in the transportation section. Motion seconded by Jared Jost. Carried 6-0

USD 410 Schools Opening Plan

Subject	Guidelines
Masks	<ul style="list-style-type: none"> Masks are Optional if students, staff, and public choose to wear them. CDC Public Transportation Mandate (SD 1582/84-21-01A, https://www.cdc.gov/coronavirus/2019-ncov/travelers/face-masks-public-transportation.html) masks on all public transportation which includes <u>school buses and all school transportation.</u> (we were informed about this mandate on 8/05/2021)
Physical Distancing	<ul style="list-style-type: none"> USD 410 will physical distance to a minimum of three feet, and more wherever possible.
Hygiene Measures	<ul style="list-style-type: none"> Promote hand washing and hand sanitizing. Provide student, staff, and administration time to wash and sanitize hands. Maintain all hand sanitizing stations at key entrances to building and other high traffic locations. School Nurse will teach and create a video of proper hand washing techniques (or CDC videos). School Nurse will teach and create a video showing the appropriate techniques for covering a cough and sneeze (or CDC videos). Sanitizer will be available in each classroom and school administrative offices. All HVAC units have been equipped with ionizers to help with air quality.

Sick (not feeling well)	<ul style="list-style-type: none"> Parents are encouraged to be extra cautious about sending their child to school if the child is not feeling well. If your child has a fever they will need to stay at home until after 72 hours of being fever free without medication.
Cleaning & Maintaining Facilities	<ul style="list-style-type: none"> USD 410 will clean and sanitize our buildings as recommended. Classroom teachers will also have readily available cleaning supplies in their classrooms to sanitize high use surfaces if needed and at the end of each class period if needed. We will continue to have hand sanitizer available at each main entrance of our buildings and every classroom.
Contact Tracing, Isolation & Quarantines (See Marion Co. Health Dept. Protocols)	<ul style="list-style-type: none"> The USD 410 Nurse and Administration will work with the local health providers, the Marion County Health Department, and the Kansas Department of Health and Environment when needed to protect the safety of our students, teachers, staff, and administration.
Diagnostic Screening & Testing	<ul style="list-style-type: none"> USD 410 does not plan to provide testing at this point (08/09/21), but we are working with the Hillsboro Community Hospital to possibly test later in the school year. USD 410 Schools will work with our students, their parents, their family physician, Hillsboro Community Hospital, Marion County Health Department, or other local testing sites when students need to be screened for COVID-19 symptoms.
Vaccinations	<ul style="list-style-type: none"> USD 410 students and staff <u>will not be required to be vaccinated</u> for COVID-19 to attend school. USD 410 will work with the Marion County Health Department to provide vaccinations onsite in future if there is a need, or a request from our families to do so. We will provide information of our local vaccination providers for those who request it.
Accommodations for Children with Disabilities	<ul style="list-style-type: none"> USD 410 Schools, along with the Marion County Special Education Cooperative Interlocal #617, will continue to make appropriate accommodations for children with disabilities in all aspects including health and safety concerns according to the Individual Education Plan or 504 needs of the student.
Coordination with State and Local Health Officials	<ul style="list-style-type: none"> USD 410 Schools will continue to coordinate with State and local health officials to keep our students, staff, and community safe. The Superintendent of Schools and school nurse will be in contact with the Marion County Health Department on a weekly, or daily basis if needed.

Continuity of Services	<ul style="list-style-type: none"> Academic Needs will be met through continued, full-time, in person instruction. Social, emotional, and mental health needs will be met through social, emotional curriculum, counseling and partnerships with Prairie View Mental Health if needed. ALL students will have access to free breakfast and lunch daily as well as school nursing services.
Learning Opportunities	<ul style="list-style-type: none"> Virtual learning opportunities are available for grades 6-12 through the TEEN Network. Please contact Lena Kleiner TEEN Director. Email: lena.kleiner@usd410.net Phone: (620) 947-3184 (opt# 3)
Food Service	<ul style="list-style-type: none"> All students will eat at no cost (except a la carte items) per federal guidelines. Household Income Survey will be used in lieu of federal free/reduced lunch form during the 2021-22 school year. This form will also determine enrollment fees if applicable. This funding is essential for us to maintain the level of programming we have in the present and future school years. Students who desire the a la carte items to their lunch will be responsible for the cost of the a la carte items. All purchases must be made through the student's food service account. Please make sure they have funds available in their account.
Transportation	<ul style="list-style-type: none"> CDC Public Transportation Mandate (SD 1582/84-21-01A, https://www.cdc.gov/coronavirus/2019-ncov/travelers/face-masks-public-transportation.html) which includes <u>school buses and all school transportation.</u> (we were informed about this mandate on 8/05/2021) Students and staff will be allowed to eat and drink going to and from in USD 410 vehicles.

Disclosure:

We will continue to monitor our district buildings and community incident rates and work with our local and state health departments to provide our students and staff the best opportunities for continuous face-to-face instruction, while maintaining a healthy environment for learning.

H. Adjournment

Vice President Rod Koons declared the meeting adjourned at 8:26 p.m.

Jerry Hinerman, Clerk

COOPERATIVE SPONSORSHIP OF AN ACTIVITY

(SPRING Activities—Application for school years 2021-2022 and 2022-2023)

1. This application **form must be completed by both member schools** involved in the cooperative agreement and mailed to the KSHSAA.
2. Applications are to be initiated by both schools preceding the season for which they are applicable and submitted to the KSHSAA by **June 1** for fall activities; by **September 1** for winter activities; and by **January 1** for spring activities.
3. Cooperative sponsorship agreements will be for a two (2)-year period.
4. Cooperative agreements may be voided at any time by a mutual agreement of both schools. No other cooperative agreement in the same activity may be made with another school until the original two-year period elapses.
5. Member schools may apply for a cooperative sponsorship in any activity recognized by the KSHSAA; but **a separate application must be made for each activity.**
6. In team sports the enrollments (grades 9, 10, 11 and 12) of the two schools entering into a cooperative sponsorship will be combined to determine the Class in which the combined group(s) will participate. (*Exception: When combining football teams, the enrollments in grades 9, 10 and 11 will be used.*) The schools will continue to participate in their Class in all activities where **Rule 29-2-1** is not applied.
7. **Combination individual/team activities** such as cross country, golf, gymnastics, swimming, tennis, track and field and wrestling will only be approved as combined teams under Rule 29 during the regular season. (Leagues have the option of requiring cooperative teams to separate for league tournaments or league championship events.) **In postseason competition, it will be necessary for the two high schools to sponsor separate teams or individual entries in the sports listed above. In regular season contests, cooperative teams may not voluntarily separate to compete as separate schools.**

Please review Rule 29-2-1, the Executive Board policy, and the questions concerning possible problem areas on the back of this form.

Hillsboro			Peabody/Burns	Peabody
School			Other school involved	City
400 E. Grand			Baseball	
Address			Activity to be combined	
Hillsboro	67063	410	3A	
City	Zip	USD #	Resulting Classification	
620-947-3184		620-947-3251		
Phone		FAX		

Conditions which prompted your school to file this application: low participation numbers

Please list the projected number of students from your school who have or will **PARTICIPATE** in this activity. If your school has not sponsored the activity, submit figures based on your student survey.

	Grade	9	10	11	12
2020-2021 School Year		3	1	4	1
2021-2022 School Year		2	3	1	4
2022-2023 School Year		2	2	3	1
2023-2024 School Year		3	2	2	3

What will be the identity of the combined team? Hillsboro Trojans

Where will practices be held? Hillsboro

Where will competitions be held? Hillsboro

Which school will be designated to administer the team and provide the head coach of record? Hillsboro

8/9/21			
Date	Principal's Signature	Date	Superintendent's Signature

Submit to: KSHSAA, PO Box 495, Topeka, KS 66601-0495

DEADLINE DATE - September 1 for WINTER activities

DEADLINE DATE - January 1 for SPRING activities

DEADLINE DATE - June 1 for FALL activities

KSHSAA COOPERATIVE AGREEMENT RULE 29

Rule 29-2-1 reads as follows:

With the consent of the Executive Board, ninth, tenth, eleventh and twelfth grade students from member schools may be combined for interscholastic activity competition and field a common participating group.

- a. When fielding a common participating group, no more than two (2) member schools may be combined to compete, and the classification appropriate for the combined enrollment of the schools involved will apply.
 - (1) The KSHSAA Executive Board may waive the number of schools that may be combined when the schools are within the same school district.
 - (2) For interscholastic music activities, the KSHSAA Executive Board may waive the number of non-district schools that may be combined. Before a cooperative interscholastic music agreement may be established, a hearing with the Executive Board and the participating schools is required.
 - (3) For Quasi-team/Individual athletics, the KSHSAA Executive Board may grant a request for multiple schools to be combined. Before a Quasi-team/Individual cooperative agreement may be established, a hearing with the Executive Board and participating schools is required.
- b. In those activities where there is an absence of an effective program in one of the schools, a combined program may be established, provided a need is shown to the Executive Board. Examples which may constitute need are: (1) insufficient numbers; (2) lack of staff; and (3) lack of facilities.
- c. At the time the application to field a common participating group is made, one of the participating schools shall be designated to administer the program.

The philosophy the KSHSAA Executive Board will use in reviewing and approving applications for cooperative sponsorship of senior high school activities is as follows:

1. Attempt to provide activities to those students who otherwise would not have an opportunity to be involved in their home school for the reasons outlined in 29-2-1b above.
2. Will not allow schools to use **Rule 29-2-1** to gain an advantage over other member schools.

POSSIBLE PROBLEM AREAS TO CONSIDER

*The KSHSAA has outlined some of the possible problem areas that schools should resolve before entering into a cooperative program per **Rule 29-2-1**.*

- A. If you already have a program, are students from another school going to replace students from your community?
- B. Who will pay the cost of equipment and travel?
- C. How will gate receipts be disbursed?
- D. Who is responsible for the cost of travel to and from practice?
- E. Where will practice be held?
- F. Where will contests be played?
- G. Which school's identity will be used? Mascot, colors, etc.
- H. Are local eligibility rules, lettering guidelines, etc., the same at both schools?
- I. Selection of cheerleaders, who's eligible?
- J. Will activity tickets and/or season tickets be honored?
- K. How will coaches be employed and paid?
- L. Insurance
- M. If students are combined for Girls Basketball but not for Boys Basketball, teams may be assigned to different sub-states—maybe even different Classes.
- N. Expenses for facilities, lights, heating, showers, towels, laundry, etc., including maintenance of practice and playing facilities.
- O. Expenses for scouting, coaches meetings, etc. Who is responsible?
- P. Contracts with other schools, officials, etc.
- Q. Responsibilities for hosting and supervising the event.
- R. Resolution of disputes.
- S. **Both schools must submit eligibility forms for their students.**

These and many more items must be recognized and agreed upon before deciding to combine schools for an activity. It is recommended a written agreement be drawn up in advance.

POSTSEASON COMPETITION

- **KSHSAA policy requires that cooperative agreement teams in quasi-team/individual sports separate for postseason competition.**
- **In quasi-team/individual sports both schools are required to pay the KSHSAA entry fee and process the necessary entry forms.**
- **Each school is responsible to verify eligibility of its students.**
- **Cooperative teams in quasi-team & individual sports, may not voluntarily separate to compete as separate schools in regular season contests.**

COOPERATIVE SPONSORSHIP OF AN ACTIVITY

(WINTER Activities—Application for school year 2021-2022)

1. This application **form must be completed by both member schools** involved in the cooperative agreement and submitted to the KSHSAA.
2. Applications are to be initiated by both schools preceding the season for which they are applicable and submitted to the KSHSAA by **June 1** for fall activities; by **September 1** for winter activities; and by **January 1** for spring activities.
3. Middle school cooperative sponsorship agreements will be for a one (1)-year period.
4. Cooperative agreements may be voided at any time by a mutual agreement of both schools. No other cooperative agreement in the same activity may be made with another school until the original one-year period elapses.
5. Member schools may apply for a cooperative sponsorship in any activity recognized by the KSHSAA; but **a separate application must be made for each activity.**
6. **Combination individual/team activities** such as cross country, golf, gymnastics, swimming, tennis, track and field and wrestling will only be approved as combined teams under Rule 29 during the regular season. Leagues have the option of requiring cooperative teams to separate for league tournaments or league championship events.

**Please review Rule 29-3, the Executive Board policy,
and the questions concerning possible problem areas on the back of this form.**

Hillsboro

School

400 E. Grand

Address

Hillsboro

67063

410

City

Zip

USD #

620-947-3184

620-947-3251

Phone

FAX

Canton/Galva

Other school involved

Wrestling

Activity to be combined

Canton

City

School Email

robert.rempel@usd410.net

School Email

Conditions which prompted your school to file this application: we currently co-op with the HS

Please list the projected number of students from your school who have or will **PARTICIPATE** in this activity. If your school has not sponsored the activity, submit figures based on your student survey.

Grade	7	8
2020-2021 School Year	6	4
2021-2022 School Year	4	4

What will be the identity of the combined team? Hillsboro

Where will practices be held? Hillsboro

Where will competitions be held? Hillsboro

Which school will be designated to administer the team and provide the head coach of record? Hillsboro

8/10/21

Date

Robert Rempel

Principal's Signature

Date

Superintendent's Signature

Submit to: KSHSAA, PO Box 495, Topeka, KS 66601-0495

DEADLINE DATES

WINTER ACTIVITIES - First Day of Practice | SPRING ACTIVITIES - First Day of Practice | FALL ACTIVITIES - First Day of Practice

KSHSAA Cooperative Agreement Rule 29

Rule 29-3 reads as follows:

Section 3: Middle/Junior High School Regulations

Art. 1: Seventh, eighth or ninth grades of middle/junior high schools may be combined for interschool activities with the consent of the Executive Board provided all schools are members of the KSHSAA.

- a. When fielding a cooperative team or group, the Executive Board may approve more than two middle or junior high schools being combined provided need is demonstrated.

Art. 2: Seventh and eighth grades of two-year middle/junior high schools may be combined with ninth grade students from senior high schools for interschool football with the consent of the Executive Board, provided both schools are under the same board of education or school board.

The philosophy the KSHSAA Executive Board will use in reviewing and approving applications for cooperative sponsorship of middle/junior high school activities is as follows:

1. Attempt to provide activities to those students who otherwise would not have an opportunity to be involved in their home school for the reasons outlined in **Rule 29**.
2. Will not allow schools to use **Rule 29** to gain an advantage over other member schools.

Possible Problem Areas to Consider

*The KSHSAA has outlined some of the possible problem areas that schools should resolve before entering into a cooperative program per **Rule 29**.*

- a. If you already have a program, are students from another school going to replace students from your community?
- b. Who will pay the cost of equipment and travel?
- c. How will gate receipts be disbursed?
- d. Who is responsible for the cost of travel to and from practice?
- e. Where will practice be held?
- f. Where will contests be played?
- g. Which school's identity will be used? Mascot, colors, etc.
- h. Are local eligibility rules, lettering guidelines, etc., the same at both schools?
- i. Selection of cheerleaders, who's eligible?
- j. Will activity tickets and/or season tickets be honored?
- k. How will coaches be employed and paid?
- l. Insurance
- m. Expenses for facilities, lights, heating, showers, towels, laundry, etc., including maintenance of practice and playing facilities.
- n. Expenses for scouting, coaches meetings, etc. Who is responsible?
- o. Contracts with other schools, officials, etc.
- p. Responsibilities for hosting and supervising the event.
- q. Resolution of disputes.
- r. **Both schools must submit eligibility forms for their students.**

These and many more items must be recognized and agreed upon before deciding to combine schools for an activity. It is recommended a written agreement be drawn up in advance.

Each school is responsible to verify eligibility of its students.

Cooperative teams in quasi-team & individual sports, may not voluntarily separate to compete as separate schools in regular season contests.

RESOLUTION

*A resolution expressing the property taxation policy of
USD 410 Durham-Hillsboro-Lehigh with respect to
exceeding the Revenue Neutral Tax Rate for financing
the annual budget for 2021-2022.*

Whereas, 2021 SB 13 and Senate Sub for HB 2104, provides that a levy of property taxes to finance the 2021-2022 budget of USD 410 exceeds the Revenue Neutral TaxRate to finance the 2021-2022 budget of USD 410, be authorized by a resolution.

NOW, THEREFORE, BE IT RESOLVED by USD 410 that the 2021-2022 budget with alevy of property taxes exceeding the Revenue Neutral Tax Rates calculated for 2021-2022, as adjusted pursuant to 2021 SB 13 and Senate Sub for HB 2104 is hereby adopted for the following funds: General, Supplemental General (LOB), and Capital Outlay].

Adopted this 13th day of September, 2021 by USD 410 Durham-Hillsboro-Lehigh in Marion County, Kansas.

Board Clerk

Board President

Exceeding the Revenue Neutral Tax Rate for the 2021-2022 School Year

The governing body of Unified School District 410 will meet on the 13th day of September 2021 at 7:00 PM at 416 South Date Street, Hillsboro, KS 67063 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at the USD 410 District Office and will be available at this hearing.

Revenue Neutral Tax Rate

	2020-2021			2021-2022	
	Actual Tax Levied	Actual Tax Rate	Neutral Tax Rate	Estimated Tax Levied	Est. Tax Rate
General	\$785,567	20.000	19.366	\$811,270	20.000
Capital Outlay	\$342,072	7.998	7.769	\$352,244	8.000
Bond and Interest #2	\$0	0.000		\$0	0.000
ALL OTHER FUNDS					
Supplemental General (LOB)	\$766,262	17.916		\$864,172	19.627
Adult Education	\$0	0.000		\$0	0.000
Cost of Living	\$0	0.000		\$0	0.000
Special Liability Expense Fund	\$0	0.000		\$0	0.000
Extraordinary Growth Facilities	\$0	0.000		\$0	0.000
Bond and Interest #1	\$679,525	15.888		\$624,675	14.187
No-Fund Warrant	\$0	0.000		\$0	0.000
Special Assessment	\$0	0.000		\$0	0.000
Temporary Note	\$0	0.000		\$0	0.000
Historical Museum	\$0	0.000		\$0	0.000
Public Library Board	\$0	0.000		\$0	0.000
Public Library Board Employee Benefits	\$0	0.000		\$0	0.000
Sub Total - All Other Funds	\$1,445,787	33.804	32.836	\$1,488,847	33.814
Mark Rooker	Jerry Hinerman				
Board President	Clerk of the Board				

Notice of Hearing 2021-2022 Budget

The governing body of Unified School District 410 will meet on the 13th day of September 2021 at 7:05 PM at 416 South Date Street, Hillsboro, KS 67063 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at the USD 410 District Office and will be available at this hearing.

The Amount of 2021 Tax to be Levied and Expenditures (published below) establish the maximum limits of the 2021-2022 Budget. The 'Est. Tax Rate' (column 7), shown for comparative purposes, is subject to slight change depending on final assessed valuation.

		2019-2020 Actual		2020-2021 Actual		2021-2022 Proposed Budget		
	Code 99 Line	Actual Expenditures (1)	Actual Tax Rate (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Expenditures (5)	Amount of 2021 Tax to be Levied (6)	Est. Tax Rate* (7)
OPERATING								
General	06	5,130,666	20.000	5,235,287	20.000	5,233,188	811,270	20.000
Supplemental General (LOB)	08	1,713,715	20.193	1,715,210	17.916	1,710,448	864,172	19.627
SPECIAL REVENUE								
Federal Funds	07	99,951		400,148		928,947		
Preschool-Aged At-Risk	11	135,867		215,999		214,095		
At Risk (K-12)	13	350,345		331,152		375,311		
Bilingual Education	14	9,309		7,894		6,250		
Virtual Education	15	47,836		70,032		50,000		
Capital Outlay	16	584,012	8.000	456,678	7.998	1,267,129	352,244	8.000
Driver Training	18	4,818		9,295		10,000		
Food Service	24	309,180		298,285		415,000		
Professional Development	26	48,072		18,845		27,120		
Parent Education Program	28	153,253		150,559		170,000		
Special Education	30	1,400,037		1,412,771		1,523,339		
Career and Postsecondary Education	34	408,825		395,545		451,877		
Gifts and Grants	35	30,779		28,184		77,089		
KPERS Special Retirement Contribution	51	560,724		526,823		622,968		
Activity Fund	56	57,142		38,802				
DEBT SERVICE								
Bond and Interest #1	62	563,138	13.621	594,138	15.888	595,138	624,675	14.187
TOTAL USD EXPENDITURES	100	11,607,669	61.814	11,905,647	61.802	13,677,899	2,652,361	61.814
Less: Transfers	105	2,347,753		2,511,018		2,361,522		
NET USD EXPENDITURES	110	9,259,916		9,394,629		11,316,377		
TOTAL USD TAXES LEVIED	115	2,581,479		2,573,424		2,652,361		
TOTAL TAXES LEVIED	125	\$2,581,479		\$2,573,424		\$2,652,361		
Assessed Valuation - General Fund	128	\$39,272,082		\$39,278,255		\$40,563,500		
Assessed Valuation - All Other Funds	130	\$42,921,574		\$42,921,744		\$44,030,541		
Assessed Valuation - Capital Outlay	129	\$41,855,486		\$42,190,613		\$44,030,541		
Outstanding Indebtedness, July 1		2019		2020		2021		
General Obligation Bonds	135	5,635,000		5,205,000		4,735,000		
TOTAL USD DEBT	155	5,635,000		5,205,000		4,735,000		
<i>*Tax Rates are expressed in Mills</i>								
Mark Rooker						Jerry Hinerman		
Board President						Clerk of the Board		

School Contact: Max Heinrichs max.heinrichs@usd410.net (620) 947-3184 (Opt. #3) USD 410 Durham-Hillsboro-Lehigh

KDHE Contact: Wendy Karpowitz Wendy.Karpowitz@ks.gov (785) 760-5470

Total Budget Request Amount \$ 89,863 \$ - \$ - ** these are calculated fields from the following tabs

Mission:

This program will provide districts with the funding and resources to design and implement a testing strategy to reduce outbreaks, keep schools districts open, minimize school absenteeism and reduce stress among faculty and parents by keeping life for families in your community normal.

The focus for the 21-22 school year is create systems that arm us with the tools and knowledge onsite to mitigate risk, limit spread and to keep more students in school and getting those who do get sick the resources to get back to normal more quickly.

Goals and Objectives of the Funding:

The objectives and goals of this funding are primarily focused on providing needed resources to implement screening testing programs in schools aligned with the CDC recommendations for K-12 (<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>).

What can the funding be used for:

TESTING SUPPLIES & SUPPORT

- ☐ Platforms for rapid COVID-19 testing, rapid strep testing and rapid flu testing (such as Abbott BinaxNOW or ID Now)
- ☐ Telehealth providers that can provide support and a prescription for antibiotics or antivirals as needed
- ☐ Training on platforms for testing observers/administrators and reporting through LabXchange
- ☐ CLIA certificates of waiver for each school district (if the school district does not already have one) or technical support to add additional platforms to an existing CLIA certificate
- ☐ Access to free supplies and laboratory analysis for PCR or antigen testing for testing before school starts and returning from breaks
- ☐ Access to courier services that pick up at the school building or an administrative building
- ☐ Clinical staff to observe/perform testing, including any staff needed to test after school hours
- ☐ Personal Protective Equipment (PPE), including masks, gowns, gloves, eye protection, etc.
- ☐ Medical waste disposal
- ☐ Overtime (extra duty) pay to school nurses and support staff to address testing before school starts and returning from breaks, or to support one-time events

SCHOOL ORGANIZATIONAL CHANGES

- ☐ General education materials and teaching plans for health-related topics that can be adapted by teachers with accompanying teacher development
- ☐ Infrastructure changes or the addition of modular units to accommodate additional testing space, storage for testing materials, isolation area for sick patients, areas with barriers and with proper ventilation/air filtration
- ☐ Upgrading systems to collect parental consent for testing/vaccination and to allow results to be shared with school administration
- ☐ Legal support to develop consent forms for testing
- ☐ Transportation for sick children
- ☐ Office equipment - printers, label refills, computers, monitors, Microsoft Office software, other software, iPads, faxes
- ☐ Incentives for testing (for example, gift cards or school equipment as an incentive for not opting out of a testing plan)

COMMUNICATION & OUTREACH MATERIALS

- ☐ Education materials for students and families on what positive flu, strep or COVID-19 results mean
- ☐ Communications staff

- ☐ Administrative staff to help with reporting to KDHE, notification to local health departments, providing parent letters, etc.
- ☐ Vehicles for mobile testing and associated maintenance and fuel
- ☐ Mobile units to bring students to central testing sites
- ☐ Testing totes with PPE and testing supplies that can be taken to event sites
- ☐ Communications staff
- ☐ Purchase local advertising time and get local media on board to sell idea to parents
- ☐ Toolkit of communication tools that can be adapted by individual school districts
- ☐ Translation services

Testing Strategy (screening, diagnostic, surveillance)

KDHE has worked with an advisory group of superintendents, teachers, staff, school nurses, coaches and others to design 3 testing plans for school districts to consider. School districts, or individual schools, can adopt any or all of the plans and can adopt any or all of the strategies within a plan. The plans are flexible and can be adapted to meet your needs! We ask that school districts work with their local health departments to ensure that any plans are approved by the local health officer

Strategy 1: Test to Know

Diagnostic testing for all students, staff and associates of the school to provide testing for those who are symptomatic or have a potential exposure and what to know if they are a risk.

Strategy 2: Test to Stay and Learn

To ensure that schools can provide the most normal school experience in the classroom with the least amount of disruptions. Students and staff with known exposure can continue in school versus at home quarantine with daily negative tests.

Strategy 3: Test to Stay, Play and Participate

To ensure that schools can provide the most normal school experience outside of the classroom including participation in extracurricular activities and school-based events with the least amount of disruptions. Students participating in extracurriculars are tested regularly through out the week to identify asymptomatic cases and to gauge exposure. Daily testing on exposed students allows them to continue participation if the tests remain negative.

Please provide a description the testing strategy you plan to use, whether it is any of the strategies provided by KDHE or a hybrid solution:

We will be using a combination of all 3 strategies. However strategy 3 it will be on situational basis and not weekly.

Elements for successful testing: Provide information on how you will handle the following areas to ensure a successful testing strategy.

- Dedicated infrastructure, staffing, and resources to support school-based testing

Our goal at USD 410 is to collaborate with the Hillsboro Community Hospital to pay one of their medical professionals to come to one of our buildings and test. We do have a school nurse, but she will be unable to do this for us due to the number of students we serve with severe medical needs. (Our hospital will need to supply us the tester.)

- CLIA certificate of waiver

- Mechanism to report all testing results

Enter on Computer to KDHE website (COVID-19 Test Results via LabXchange)

•Timely reporting of results

Daily as needed

•Ways to obtain parental consent of minors and informed consent for adults

We have consent forms for Rapid Antigen and PCR testing in place

•Physical space to conduct testing safely and privately, protocols to maintain confidentiality of results

Testing on-site

•Plans to confirm antigen testing results

We are new to in-school testing. We hope to lean on the support of Hillsboro Community Hospital partners and KDHE.

Policy Approach (opt-in, opt-out, mandatory)

When determining how you are going to enforce testing strategies you will need to consider if the participation is mandatory or optional. The testing at USD 410 schools will be optional and no testing will take place without parent approval. If a parent opts out of the district "voluntary" testing opportunities, it could mean the difference from being placed in a Modified Quarantine in school, and being able to participate in sports, to being sent home. We hope to clearly communicate the benefits of regular testing.

Please provide a description of your plan to enforce test strategy policies:

Students (especially secondary school athletes will understand that, no testing, might mean that you won't be able to participate in extracurricular activities. That's a pretty big deal to many of our kids. Not testing at the elementary might mean that you do not qualify for Modified Quarantine, and you'll be sent home. These incentives may be enough to increase testing participation. We must also assure parents that the testing is non-invasive. We may invite parents into the building to observe their child's test to reassure them that it is completely safe and not painful to the child.

Consent (streamline, program)

In order to establish a testing program on site or via a lab, consent is required from parents or guardians. In this section be sure to incorporate strategies for how you will request consent, what forms you will use, whether you need legal counsel, and what administrative method will you request consent (at enrollment, prior to participation, or point of need)

Please provide a description of your plan to manage consent of testing:

At this point in time we believe we will require a written signature from all parents of minors before testin protocol will take place. A vehicle and an extra district-wide assistant can certainly expedite the testing. A simple form will be developed with the assistance of KDHE (Wendy Karpowitz) and the HCH official. Hopefully a parent's consent need only be given once for each series of tests, but at a minimum, a phone conversation must take place. Documentation will be filed on each individual and each test given. We have not completely developed this, but we believe that verbal contact followed immediately by a consent signature of the parent must be initiated. Once we have proof of approval from

Populations (students, staff, at risk)

In order to have a robust and effective plan you should think about what are the different types of populations that will require testing in order to stay, play and participate. How will you develop different testing strategies to address these various populations to ensure there is limited absenteeism and disruption due to exposure.

Please provide a description of your plan to enforce test strategy policies:

We will offer the same testing to all staff, students and families. As we are able to implement testing as described above, we must first inform parents of the options available. Parents must understand that testing can help keep their child safe and in school. Enforcing the policy is another matter. No one will be forced to test, but should understand the benefits of the testing we plan to offer.

Participation (demand creation, athletic programs, extracurricular activities)

In order to have a robust and effective plan you should think about what type of participation you expect and how you will develop different testing strategies to address these various situations to ensure there is limited absenteeism and disruption due to exposure.

Please provide a description of your plans for various situations and populations:

This testing will be on a situational basis. We hope to expand our testing practices as parents and student become comfortable with the practice. Obviously we'll plan to test and close contacts regularly as they move through a modified quarantine. If a child is kept home because of symptoms, we may offer mobile testing so they can be tested at home. This is another reason to provide an assistant for our nurse. Other groups that may come into play may be athletes prior to an event, but we are not quite ready to require that at this time. Individuals who feel they may have been exposed or are experiencing symptoms (student or staff) may request a test at any time.

Test Type (PCR, antigen)

There are a variety of testing options available. In this budget template KDHE has selected their approved and available options best suited for testing programs in schools. Depending on your strategy and the recommended confirmation methods for positive tests you will need to select the test type that best suits your needs.

Please provide a description of the testing types you plan to utilize and for what purposes/populations:

USD 410 would like to provide both Rapid Antigen and Rapid PCR testing to our students, staff, and families in our district. Our HCH partners would place one of their rapid PCR readers in our building for or use only.

Labs (capacity, funding)

While onsite testing strategies are ideal and recommended we understand not all areas can handle the capacity. This funding does allow for participation using local health departments and 3rd party labs.

Please provide a description of your plan to utilize labs other than on site testing and results:

We plan to offer our people an opportunity to test at USD 410, their family health provider, Hillsboro Community Hospital, or the Marion County Health Department.

Administration/Tracking (CLIA Waivers, LabXchange)

In order to provide onsite testing administration efforts are required including obtaining CLIA waivers and tracking/reporting of results to KDHE

Please provide a description of your plans to obtain permission and access to these tracking systems:

Our school nurse is currently working on the CLIA waiver application form (Form CMS-116). Our plan will be to upload our students and staff into the LabXchange as soon as we are approved for this grant.

Communications

It is imperative that there is strong and clear communication links between the district, the schools, the local health departments and the community to ensure maximum participation and comfort with any strategy that is developed. In the section below please provide information to the following questions so that the KDHE team can assist in making sure any strategies developed for the safety of students and staff for the school year are well received.

•What were your plans last year?

We provided no onsite testing last year. Our students and staff wore facial coverings all school year long, without onsite testing.

•How were they received?

Our students did very well, and most parents were receptive to wearing masks. We had a few families that chose to enroll in our virtual school because they were either afraid of the virus or did not want their children to wear masks. At the end of the 2020-21 school year our public's patients was running low, they do not want to be in masks.

•What is the feeling in on covid mitigation in your community?

Like many other communities, our patrons are split. Some feel as though mask wearing is essential while others do not want them. We are not sure that testing will be widely accepted as well, but we like our chances if it means the students can stay in school.

•Have you hosted, or do you plan on hosting informational sessions to communication testing and covid mitigation strategies for the upcoming year?

Our plan is to provide a series of videos to the patrons and if requested we host several informational sessions to communicate our testing strategies. Our community was very active in our opening school plan this year.

•Did you or will you host forums to gain feedback and insight from your community on testing and covid mitigation strategies for the upcoming year?

We have no plans to host community forums at this time. We have been receiving quite a few emails from our parents. Board members are hearing comments from all sides of the issue.

•Would infographics/community outreach/push notifications be helpful to gain buy in or increase participation in testing and covid mitigation strategies for the upcoming year?

Yes. We cannot require vaccinations or testing, but the more informed we can make our public, the better. They need to understand the safety of testing.

Well Student (other screening: Flu/Strep, on site medical centers)

To create a well rounded program for the health and wellness of students and staff consider incorporating other infectious disease screen capabilities into your grant application.

Please provide a description of your plan to incorporate other infectious disease screen capabilities:

We are open to discussion with our HCH and KDHE support people on this issue. If COVID testing is available within the school, we believe that additional screenings could easily be incorporated.

Clean Environments (Air and Surface purification)

Developing healthy environments is also a key component to a long term safe and healthy school program. Particularly in areas where mitigation efforts such as social distancing, masking or clean air is more challenging. This funding allows for portable systems to provide air scrubbing and purification in high risk areas such as medical offices, cafeteria, staff lounges, weight rooms etc.

Please provide a description of your plan to provide safe and healthy environments at the school in high risk areas:

USD 410 used our SPARKS funds to equip all of our HVAC units with CTC controlled ionizers to clean all of our buildings air that is being circulated. We also put MERV 8 filters in all of our HVAC units and change them on a monthly basis. Our buildings are disinfected with BioShield and our classroom are supplied with disinfectant cleaning supplies to clean in between classes when needed. Hand Sanitizer is available at each of our main entrances, classrooms, and offices at each of our buildings.

Safety (Masking, Social Distancing, hand cleaning and sanitation, PPE)

When setting up testing/screening and wellness centers in your schools you must consider the safety conditions of the students and staff utilizing the space.

Please provide a description of your needs for safety equipment needed to ensure a safe wellness center:

This can be challenging as well. Our elementary school has a larger nurse's station than the middle or high schools. Since the middle and high schools are connected, we may be able to designate one central location for testing. We are working to determine an appropriate location.

	Budget Period: Now - 7/31/2022		Budget Period: 8/1/22 – 7/31/23		Budget Period: 8/1/23 – 7/31/24		Justification
Salary	Number of Staff	Total Requested (Salary + Fringe)	Number of Staff	Total Requested (Salary + Fringe)	Number of Staff	Total Requested (Salary + Fringe)	Please provide a description of the intended use of this funding as related to development of a testing plan and healthy student program
Clinical Staff	2	\$ 40,781					We plan to hire two nurses and to schedule them for a total of 24 hours per week for testing.
Administrative Staff	1	\$ 1,080					Administration Payroll staff one hour per pay period at \$30 per hour
Communication Staff							
Other (Specify)	2	\$ 250					Drug Screening and Background check for staff
Overtime Pay							
Totals	5	\$ 42,111	0	\$ -	0	\$ -	0

	Budget Period: Now - 7/31/2022			Budget Period: 8/1/22 – 7/31/23			Budget Period: 8/1/23 – 7/31/24			Justification
Supplies	KDHE Provided (number)	District Purchased (number)	Total Requested (Dollars)	KDHE Provided (number)	District Purchased (number)	Total Requested (Dollars)	KDHE Provided (number)	District Purchased (number)	Total Requested (Dollars)	Please provide a description of the intended use of this funding as related to development of a testing plan and healthy student program
Testing Kits and Platforms										
Rapid COVID-19 Antigen Platform - Sophia										
Rapid COVID-19 Antigen Test Kits - Sophia										
Rapid COVID-19 Antigen Platform (BD Veritor)										
Rapid COVID Antigen Test Kits (BD Veritor)										
Rapid COVID-19 PCR Platform (Abbott ID NOW)	1	\$ 350	\$ 350							
Rapid COVID PCR Test Kits (Abbott ID NOW)	6	\$ 37	\$ 222							
Abbott BinaxNOW Antigen Test/Result Cards	8476	\$ 5	\$ 42,380							
DIGIVAL Reader for Flu/Strep Test Kits										
Other Infectious Disease Test Kits (Uses Abbott ID Now Platform)										
Influenza A&B		\$ 37								
Strep Group A		\$ 37								
SubTotals	8483		\$ 42,952	0	0	\$ -	0	0	\$ -	
PPE										
Face Protection										
Surgical N95		2000	\$ 360							
Face Shields										
Safety Glasses		50	\$ 200							
Body Protection										
Gowns		500	\$ 1,300							
Scrubs										
Gloves		9000	\$ 2,000							
Shoe covers										
SubTotals	0	11550	\$ 3,860	0	0	\$ -	0	0	\$ -	
IT Related										
Computer										
Monitor										
iPad (recommended for mobility, flexibility and compatibilty with tracking)										
Printer										
Other Office Supplies										
SubTotals	0	0	\$ -	0	0	\$ -	0	0	\$ -	
Medical Office Supplies and Furnishings										
Medical Supplies			\$ 560							for rent of Abbott ID Now Rapid PCR Platform and training
Furniture for clinical space										
Educational Materials										
Other (Specify)										
Hazardous Waste Disposal			\$ 200							
SubTotals	0	0	\$ 760	0	0	\$ -	0	0	\$ -	
Grand Totals	8483		\$ 47,572	0	0	\$ -	0	0	\$ -	

Equipment	Budget Period: Now - 7/31/2022		Budget Period: 8/1/22 – 7/31/23		Budget Period: 8/1/23 – 7/31/24		Justification
	District Purchased (number)	Total Requested (Dollars)	District Purchased (number)	Total Requested (Dollars)	District Purchased (number)	Total Requested (Dollars)	
Vehicle for mobile testing or student transportation **							Please provide a description of the intended use of this funding as related to development of a testing plan and healthy student program
Other (Specify)							
Fuel for Mobile Testing or Student Transportation							
Totals	0	\$ -	0	\$ -	0	\$ -	

** this is for leasing of vehicles only

	Budget Period: Now till		Budget Period: 8/1/22 – 7/31/23		Budget Period: 8/1/23 – 7/31/24		Justification
Other	District Purchased (number)	Total Requested (Dollars)	District Purchased (number)	Total Requested (Dollars)	District Purchased (number)	Total Requested (Dollars)	Please provide a description of the intended use of this funding as related to development of a testing plan and healthy student program
Building Renovation/Exapansion							
Rental space or leased modular building							
SubTotals	0	\$ -	0	\$ -	0	\$ -	
Clean Environment							
Portable air purification systems							
SubTotals	0	\$ -	0	\$ -	0	\$ -	
3rd Party Testing Assistance							
3rd Party Testing (ex: MAWD) * ²							
Courier Service							
Off-Site Testing Service * ²							
SubTotals	0	\$ -	0	\$ -	0	\$ -	
Other (Specify)							
Mobile Testing Unit (KDHE)							
Upgrade IT Systems							
Translation Services (for community outreach)							
Other	CLIA	\$ 180					Waiver Form
SubTotals	0	\$ 180	0	\$ -	0	\$ -	
Grand Total	0	\$ 180	0	\$ -	0	\$ -	

*¹ This would only include systems to clean or purify the air as portable units only. Normal maintenance or service upgrades are not included.

*² If you are utilizing the services of a 3rd party to conduct testing on site, or are transporting your students to an off site testing center, please provide an document detailing the testing program and/or contracted services.

*2 Note that any third party testing not through KHEL or funded through a direct grant other than ELC (some university labs) will not be allowed for volume testing such as screening or daily contact testing.

DRAFT AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Third» day of «September» in the year «Two Thousand Twenty-One»
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«USD 410 Durham-Hillsboro-Lehigh»« »
«410 S Date St»
«Hillsboro, Kansas 67063»
«Telephone Number: (620) 947-3184
Fax Number: (620) 947-3475»

and the Architect:

(Name, legal status, address and other information)

« Schultz Squared Architects »« LLC »
« 4415 W Zoo Blvd, Ste 2 »
« Wichita, Kansas 67212 »
« Telephone Number: 316-425-7745

for the following Project:

(Name, location and detailed description)

«USD 410 Hillsboro Elementary School Window Replacement.
812 E. A St.
Hillsboro, Kansas 67063

Demolition of existing windows and installation of new storefront window system with aluminum window vents in the entire facility, excluding the 2007 addition which includes the cafeteria/commons, main entry, and support spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

« Basic Architectural services shall include Construction Documents, Bidding services, and Construction Administration services including (2) site visits during construction.

Services not provided include structural, electrical, mechanical, plumbing, civil engineering, and interior design services»

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«Fixed Fee of \$14,250.00:

The Owner shall pay the Architect an initial payment of «zero dollars» (\$ «0.00») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus «fifteen» percent («15» %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid «forty five» («45») days after the invoice date shall bear interest from the date payment is due at the rate of «eighteen» percent («18» %) «annual» , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond «fourteen» («14») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

«7.01 Reimbursable Expenses

Expenses for mileage, meals, travel time, plots, reproductions, postage, and long-distance telephone charges including faxes, incurred by the Architect and/or Architect's consultants will be billed as reimbursable expenses.

7.02 Betterment

If, due to Architect's error, any required items or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provide betterment, upgrade, or enhancement of the Project.

7.03 Contingency

It is understood and agreed that the nature of the design process is such that there may be items unforeseen and beyond the control of the Architect that are more efficiently deferred, for the benefit of the Owner, to a point during construction at which time design decisions can be made in light of a clear understanding of actual field conditions. In addition, the Owner and Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, the final construction cost of the Project may exceed the opinion of probable cost. The Owner agrees to set aside a reserve in the amount of **five percent (5%)** of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by the way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs because of such changes or because of any claims made by the Contractor relating to such changes. All other claims are subject to the limitation in Paragraph 7.04 below.

7.04 Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner, Contractor, and all Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and to all those named shall not exceed the Architect's total fee for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's negligent acts, errors, or omissions and those of his or her Subcontractors or Consultants or anyone for who the Owner is legally liable, and arising from the project that is the subject of this Agreement.

Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Owner, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

7.05 Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to the Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Architect's services, Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wichita, Kansas unless another location is mutually agreed upon. Agreement reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. »

7.06 Scope of the Agreement

The Agreement incorporates the following attached document: Kansas Department of Administration DA-146A

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

ARCHITECT (Signature)

« Shauna Schultz »« President »

(Printed name, title, and license number, if required)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

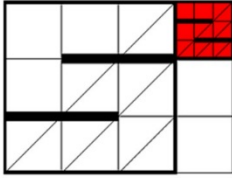
The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 3 day of September, 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



SCHULTZ ² ARCHITECTS, LLC

September 3, 2021

**Max Heinrichs- Superintendent
USD 410 Durham Hillsboro Lehigh
416 S Date St
Hillsboro, KS 67063**

Re: Hillsboro High School Kitchen Door Remodel
Hillsboro, Kansas

Dear Mr. Heinrichs,

Thank you for the opportunity to work with The USD 410 Durham-Hillsboro-Lehigh School District herein referred to as Client, on this project.

Please find herein the terms and conditions for our consulting services as outlined. If this proposal is acceptable, please sign and return one copy to us.

Project Scope

This proposal is based on the following scope of work:

Schultz Squared Architects LLC (S²A) herein referred to as consultant, will provide basic architectural services for the interior remodel of a portion of the cafeteria and kitchen adding an overhead coiling door to the North wall. The remodeled area is approximately 400 square feet consisting of:

- Removal of an existing hollow metal door and a portion of a metal stud/gypsum wall.
- New wall infill/patching shall consist of metal stud partitions with gypsum board finish.
- Ceiling revisions will be kept to a minimum.
- Paint and Floor coverings as required to match existing
- We do not anticipate any mechanical rework
- Electrical as required, including power island for owner supplied hot/cold tables, and various power outlets, and relocation of existing power, intercom, and fire alarm devices as required.

Services not provided

Consulting services not provided include, but are not limited to: Civil, mechanical design, fire sprinkler, interior design, furniture layout, finish and color selections or any other architectural/engineering service not listed under Project Scope above.

Fee

Elect/Plumb Services	\$2,875.00 fixed fee plus reimbursable expenses
Architectural Design Services	\$3,120.00 fixed fee plus reimbursable expenses
Bidding & CA Services	<u>\$780.00</u> fixed fee plus reimbursable expenses
Total	\$6,775.00 fixed fee plus reimbursable expenses

Additional Services

Additional services beyond those denoted in the scope of services shall be billed at architect's **hourly rate of \$130.00 per hour**.

Reimbursable Expenses

Expense for mileage, meals, lodging, travel time, plots, reproductions, photography, postage, web-based conferencing charges, and long-distance telephone charges including faxes, will be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Consultant shall be applied. Consultant will endeavor to keep these expenses to a minimum.

Payment

Regular monthly payment shall be made based on the work completed by the Consultant within 30 days of Client's receipt of Consultant's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of at 1.5% per month (18% annually).

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client, Owner, Contractor, and all Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and to all those named shall not exceed the Consultant's **total fee** for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her Subcontractors or other Consultants or anyone for who the Client is legally liable and arising from the project that is the subject of this Agreement.

In consideration of Consultant performing an architectural review of the project and the use of the comments, concerns, and recommendations, the document owners, and related parties agree that Consultant shall be entitled to rely upon the completeness and accuracy of all information provided to Consultant. The documents owner and related parties further agree that Consultant shall not be responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating the recommendations made by Consultant into the reports, drawings, or specifications.

Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Client, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

September 3, 2021

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wichita, Kansas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Additional Provisions

The provisions found in Contractual Provisions Attachment (Form DA-146a, Ref. 07-19), which is attached hereto, are hereby incorporated in this contract, and made a part thereof.

We look forward to working with you. If you have any questions or require further information, please give me a call. Thank you for this opportunity to be of service.

Sincerely,

Schultz Squared Architects LLC

Client: **USD 410 Durham Hillsboro Lehigh**

Consultant: **Schultz Squared Architects LLC**

Signature

Print Name: _____

Print Title: _____

Date: _____

Signature

Print Name: Shauna Schultz

Print Title: President

Date: September 3, 2021

Attachment: DA-146a (Rev 07-19)

FIRST AMENDMENT

This First Amendment (the “Amendment”), dated _____ (the “Execution Date”), is made to that certain Educational Broadband Service Long-Term De Facto Lease Agreement dated November 10, 2009 (the “Agreement”) by and between Hillsboro Unified School District #410 (“Licensee”), and Kansas Broadband Internet, Inc. (“KBI”). Licensee and KBI shall be referred to collectively herein as the “Parties,” and individually as a “Party.” Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

WHEREAS, pursuant to the Agreement, KBI leases the excess capacity of EBS channels B1, B2, B3 and B4 under call sign WNC334 in the Wichita, Kansas market area;

WHEREAS, KBI will assign its rights and obligations in and to the Agreement to Clearwire Spectrum Holdings III LLC (“Clearwire”) pursuant to that certain Assignment Agreement dated _____ (the “Assignment Agreement”)

WHEREAS, the Parties desire to amend the Agreement in order to reflect certain changed circumstances;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensee and Clearwire agree to amend the Agreement as follows:

1. **Commencement Date.** The Commencement Date of the Agreement and initial term thereof is modified to be the Closing Date of the Assignment Agreement which shall be that date upon which the FCC approves, by Final Order, the FCC Long Term Lease Application for the lease between Clearwire and Licensee.
2. As of the Commencement Date, all references to KBI in the Agreement will be replaced with the term “Clearwire”.
3. **Amendment to the First Recital.** The First Recital is hereby deleted in its entirety and replaced with the following text:

WHEREAS the Federal Communications Commission (“FCC”) has authorized EBS channels B1, B2, B3 and B4, (collectively, together with any associated, guardband or J or K channels that may be granted, the “Channels”) under call sign WNC334 (the “License”) to Licensee to transmit in the Wichita, Kansas area (the “Market”);

4. **Amendment to Section 2 (“Compensation”).** Section 2 is hereby deleted in its entirety and replaced with the following text:
 - (a) **Annual Fee.** Within 30 days following the Commencement Date and within 30 days of each anniversary of the Commencement Date thereafter throughout the Term,

Clearwire will pay Licensee an Annual fee in the amount shown on Schedule A attached to this amendment (the “Annual Fee”) for use of the Clearwire Capacity. The Annual Fee due for any partial calendar year, will be prorated accordingly. Clearwire’s obligation to pay the Annual Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit B) and (ii) electronic payment instructions.

- (b) **Adjustment to Annual Fee.** The Annual Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) decreases from the amount of Clearwire Capacity available as of the Effective Date; (ii) any portion of Clearwire Capacity becomes unavailable to Clearwire in any part of the Geographic Service Area (“GSA”) for the Channels as such GSA exists as of the Effective Date; or (iii) the amount of Clearwire Capacity increases from the amount of Clearwire Capacity available as of the Effective Date, however, if an increase in Clearwire Capacity is due to FCC action that expands the original GSA to cover a larger area (“GSA Expansion”), Clearwire will have the option to include or to omit the additional area covered by the expanded GSA in this Agreement. In the event of a GSA Expansion, Clearwire will notify Licensee within ninety (90) days of the official FCC action that finalizes the GSA Expansion. For the purpose of the foregoing, the pro-ration of the Annual Fee with respect to increases or decreases in Clearwire’s Capacity will be based on the number of megahertz (“MHz”) of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Annual Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement.

- (c) **Lease Management Service.** Clearwire will pay to QHS LLC (the “**License Manager**”) an amount equal to 6% of the Annual Fee (the “**License Management Fee**”). The License Management Fee will not affect the Annual Fee due to Licensee. As License Manager, QHS will assist the Licensee to meet FCC regulatory filing requirements on a case-by-case, as needed. QHS will coordinate with Licensee and Clearwire to ensure Licensee’s FCC obligations are fulfilled throughout the Term. Additionally, QHS shall monitor performance of the agreement between Clearwire and Licensee. If any dispute or claim arises between Licensee and License Manager, Licensee will instruct Clearwire to terminate the License Manager’s services upon written notice to License Manager and no further payment shall be due to the License Manager and there shall be no further obligations due to Licensee from License Manager.

5. **Amendment to Section 3(b) (“Right of First Refusal”).** The Right of First Refusal is extended from four (4) months to twelve (12) months following the expiration or termination of the Agreement.

6. **Amendment to Section 5 (“Capacity Requirements and Uses”).** Section 5 is hereby deleted in its entirety and replaced with the following text:

(a) Clearwire Capacity. Upon consent by the FCC to the FCC Long Term Lease Application described in Section 2(a), Clearwire will have the exclusive right to use all of the capacity under the Channels (“Clearwire Capacity”).

(b) Use of Capacity. Clearwire may use Clearwire Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations applicable to Clearwire’s use of the Clearwire Capacity.

(c) Channel Swapping; Costs. With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the “Swapped Channels”), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee’s previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee’s previous Channels. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee’s engineering consultants and attorneys.

7. **Amendment to Section 7 (“Cost Free Accounts for Permitted End Users”).** Section 7 is hereby deleted in its entirety:

8. **Amendment to Section 19 (“Notices”).** The Notice Address for Clearwire will be:

Notice Address for Clearwire:

**Clearwire Spectrum Holdings III
LLC**

C/O T-Mobile US, Inc.
12524 Sunrise Valley Drive
#1D1003
Reston, VA 20196
Attn: Spectrum Group
Email: spectrumpartners@sprint.com

With a copy to:

T-Mobile US, Inc.

12502 Sunrise Valley Drive
VARESA0209-2D187
Reston, VA 20196
Attn: Heather Brown, Legal
Email: heather.brown1@T-Mobile.com

Notice Address for QHS LLC:

QHS LLC

ATTN: Mitch Steidl
1820 W Desert View Dr
Phoenix, AZ 85041
Email: mitch@QHSLLC.com

9. **No Further Amendment.** Except as expressly modified by this Amendment, the Agreement shall remain unmodified and in full force and effect. The Parties hereby ratify their respective obligations under the Agreement.
10. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be an original, with the same effect as if the signatures on each counterpart were upon the same instrument.
11. **Conflict.** To the extent there is a conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment will govern.

[Signatures set forth on the following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers as of the date first written above.

**HILLSBORO UNIFIED SCHOOL DISTRICT
#410**

By: _____
Name: _____
Title: _____

KANSAS BROADBAND INTERNET, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED

CLEARWIRE SPECTRUM HOLDINGS III LLC

By:
Name:
Title:

Reviewed by T-Mobile Legal

By:
Name:
Title:

Approved by T-Mobile Spectrum

By:
Name:
Title:

QHS LLC

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Annual Fee

Year	Yearly Fee
1	\$12,000
2	\$12,240
3	\$12,485
4	\$12,734
5	\$12,989
6	\$13,249
7	\$13,514
8	\$13,784
9	\$14,060
10	\$14,341
11	\$14,628
12	\$14,920
13	\$15,219
14	\$15,523
15	\$15,834
16	\$16,150
17	\$16,473
18	\$16,803
19	\$17,139
20	\$17,482
21	\$17,831
22	\$18,188
23	\$18,552
24	\$18,923
25	\$19,301
26	\$19,687
27	\$20,081
28	\$20,483
29	\$20,892
30	\$21,310

CONSENT/ACKNOWLEDGEMENT TO ASSIGNMENT AND ASSUMPTION

THIS CONSENT/ACKNOWLEDGEMENT TO ASSIGNMENT AND ASSUMPTION (this "Consent") is entered into effective as of _____ ("Execution Date") by and between Hillsboro Unified School District #410 ("Licensee"), Kansas Broadband, Inc. ("KBB") and Clearwire Spectrum Holdings III LLC ("Clearwire"). Licensee, KBB and Clearwire are each a Party and together, the "Parties". Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Lease Assignment Agreement.

WHEREAS the Federal Communications Commission ("FCC") has authorized EBS channels B1, B2, B3 and B4 (collectively, together with any associated, guardband or J or K channels that may be granted, the "Channels") under call sign WNC334 (the "License") to Licensee to transmit in the Wichita, Kansas area (the "Market") depicted on Exhibit A; and

WHEREAS, Licensee and KBB are parties to that certain Long Term De Facto Lease Agreement dated November, 10, 2009 (the "Lease Agreement") whereby Licensee leases the excess capacity of the Channels to KBB;

WHEREAS, KBB and Clearwire entered into that certain Lease Assignment Agreement dated _____ (the "Purchase Agreement") whereby KBB will assign its rights and obligations under the Lease Agreement to Clearwire as of the Closing Date in the First Amendment to the Lease Agreement fully executed on _____.

NOW THEREFORE, the Parties hereby agree as follows:

1. Effective Date. The Effective Date of this Consent will be the Closing Date of the Lease Assignment Agreement.
2. Assignment. Subject to the terms and conditions of the Lease Assignment Agreement, KBB will transfer and assign all of its rights, title, interest and obligations other than any such obligations accruing prior to the Effective Date under the Lease Agreement to Clearwire and Clearwire will assume the rights, title, interest and obligations under the Lease Agreement as of the Effective Date.
3. Consent of Licensee. Licensee does hereby consent to the assignment of the Lease Agreement as set forth herein. Licensee, as of the Effective Date, hereby acknowledges and agrees that there are no existing or claimed conditions which constitute a default on the part of KBB or Licensee under the terms of the Lease Agreement. Licensee hereby acknowledges that all rent and any additional charges which may be payable under the Lease Agreement, for the period up to the Effective Date, have been paid in full.

OR (if no consent required)

4. Acknowledgement of Licensee. Licensee does hereby acknowledge the Assignment of the Lease Agreement as set forth herein. Licensee, as of the Effective Date, hereby acknowledges and agrees that there are no existing or claimed conditions which constitute a default on the part of KBB or Licensee under the terms of the Lease

Agreement. Licensee hereby acknowledges that all rent and any additional charges which may be payable under the Lease Agreement, for the period up to the Effective Date, have been paid in full.

5. No Sale Agreement. Notwithstanding any rights and options in the Lease Agreement , including but not limited to Sections 3 and 10, from the Effective Date through the fifth (5) anniversary of the Commencement Date (as redefined in the First Amendment), Licensee may not sell or assign the License or Lease Agreement, or any rights to the License or Lease Agreement, except to Clearwire or a Clearwire affiliate.
6. Notice of Communications. Licensee will notify Clearwire within five (5) business days of any communication relating to the License or the Lease Agreement, whether proposals, requests for information, or otherwise, with any third party, regardless of whether Licensee responds to such communication. In the case of oral communications, Licensee shall identify the third party and summarize the substance of the communication in its notice to Clearwire. In the case of written communications, Licensee shall forward a copy to Clearwire and identify the source of the communication.
7. Binding Effect. This Consent shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.
8. Governing Law. This Consent shall be governed by and interpreted in accordance with the laws of the State as set forth in the Lease Agreement.
9. Conflicts. To the extent there is a conflict between the terms and provisions of this Consent and the Lease Assignment Agreement, the terms and provisions of the Lease Assignment Agreement will govern.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date first written above.

KANSAS BROADBAND, INC.

By: _____
Name: _____
Title: _____

**HILLSBORO UNIFIED SCHOOL
DISTRICT #410**

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

By: _____
Name:
Title:

Reviewed by T-Mobile Legal

By:
Name:
Title

Approved by T-Mobile Spectrum

By:
Name: Paul McCarthy
Title: Senior Director

USD #410

2021-22 Athletic Participation

	Middle School		
	7th	8th	Total
Football	13	16	29
Volleyball	20	15	35
X - Country-Boys			0
X - Country-Girls	1	3	4
Tennis-Girls			
Total	34	34	68
Basketball-Boys			0
Basketball-Girls			0
Wrestling			0
Total	0	0	0
Baseball			
Softball			
Tennis-Boys			
Track-Boys			0
Track-Girls			0
Golf B/G			
Total	0	0	0

MS Part.

Fall

76.4%

Winter

0.0%

Spring

0.0%

High School				
9th	10th	11th	12th	Total
13	9	8	12	42
12	9	6	5	32
		1	1	2
	2	2	1	5
1	2	2	3	8
26	22	19	22	89
				0
				0
				0
0	0	0	0	0
				0
				0
				0
				0
				0
0	0	0	0	0

HS Part.

Fall

51.7%

Winter

0.0%

Spring

0.0%

Activity Participation

	Middle School		
	7th	8th	Total
Managers-Fall	1	2	3
Managers-Winter			0
Managers-Spring			0
Vocal-Boys	13	2	15
Vocal-Girls	23	17	40
Band-Boys	4	3	7
Band-Girls	6	2	8
SNC			
UFC (FCA)			
LEOS			0
Forensics			
Cheerleading			
StuCo			0
Scholars Bowl			0
FFA			
TSA			
Chess Guild			0
GAP			
NHS			
H-Club			
Fall Musical			
Spring Drama			
Yearbook			0

3.4%

0.0%

0.0%

16.9%

44.9%

7.9%

9.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

High School				
<u>9th</u>	<u>10th</u>	<u>11th</u>	<u>12th</u>	<u>Total</u>
3				3
				0
				0
12	2	2	2	18
8	9	8	5	30
0	1	0	0	1
1	4	0	2	7
	1	3	4	8
				0
				0
				0
1	3	3	1	8
3	3	3	4	13
				0
				0
				0
				0
			12	12
				0
				0
				0
		1	3	4

1.7%

0.0%

0.0%

10.5%

17.4%

0.6%

4.1%

4.7%

0.0%

0.0%

0.0%

4.7%

7.6%

0.0%

0.0%

0.0%

0.0%

7.0%

0.0%

0.0%

0.0%

0.0%

2.3%

will be a couple more added in the next few days

new members added in November

Enrollment (Sept 20)

	7th	8th	Total
Boys	19	21	40
Girls	28	21	49
	47	42	89

<u>9th</u>	<u>10th</u>	<u>11th</u>	<u>12th</u>	<u>Total</u>	<u>Total</u>
25	17	20	22	84	124
21	24	24	19	88	137
46	41	44	41	172	261

7-12

Total

124

137

261

2021-22

	Boys	Girls	Total
K			0
1			0
2			0
3			0
4			0
5			0
6	18	18	36

Participation by class

	7th	8th	Total
Fall Part.	34	34	68
Total students	47	42	89
% of students	72%	81%	76%

<u>9th</u>	<u>10th</u>	<u>11th</u>	<u>12th</u>	<u>Total</u>
26	22	19	22	89
46	41	44	41	172
57%	54%	43%	54%	52%

TECHNOLOGY EXCELLENCE IN EDUCATION NETWORK
August 18, 2021, Regular Board Meeting Minutes
USD 408 Marion - Florence District Office
6:00 p.m.

Members Present:

Mark Rooker, Chairperson
Stacey Parks (arrived at 6:06 p.m.)

Jan Helmer
Mark Wendt

Eric Carlson

Others Present:

Lena Kleiner, Director

Jerry Hinerman, Clerk

Shayla Clark

1. Call to Order

Mark Rooker called the meeting to order at 6:04 p.m.

2. Approval of Agenda

Mark Wendt moved to approve the agenda. Motion seconded by Jan Helmer. Carried 4-0.

3. Approval of Board Minutes

Jan Helmer moved to approve the minutes of the July 14, 2021, regular board meeting. Motion seconded by Mark Wendt. Carried 4-0.

Stacy Parks arrived at 6:06 p.m.

4. Approval of Payment of Bills and Financial Reports

Jan Helmer moved to approve the payment of bills totaling \$8,945.15 and the August 18, 2021, Income and Expense Reports. Motion seconded by Mark Wendt. Carried 5-0.

5. Business Items

a. TEEN Interlocal Budget

Jan Helmer moved to approve the Fiscal Year 2022 TEEN Interlocal Budget as presented. Motion seconded by Eric Carlson. Carried 5-0.

August 18, 2021, Regular Board Meeting Minutes

Page 2 of 2

b. GAAP Waiver Resolution

Mark Wendt moved to adopt the following resolution granting waiver of Generally Accepted Accounting Principles. Motion seconded by Stacey Parks. Carried 5-0.

**Resolution to Waive the Annual Requirement of
Generally Accepted Accounting Principles and Fixed Asset Accounting**

WHEREAS, the Board of the Technology Excellence in Education Network, Interlocal 632, Marion and Dickinson Counties, Kansas, has determined that the financial statements and financial reports for the year ended June 30, 2022, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board or members of the general public of the Technology Excellence in Education Network, Interlocal 632, and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended June 30, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Board of the Technology Excellence in Education Network, Interlocal 632, Marion and Dickinson Counties, Kansas, in regular meeting duly assembled this 18th day of August, 2021, that the Board waives the requirements of K.S.A. 75-1120a(a) as they apply to the Interlocal for the year ended June 30, 2022.

BE IT FURTHER RESOLVED that the Board shall cause the financial statements and financial reports of the Interlocal to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

c. Current Mission and Vision Review

Jan Helmer moved to maintain the current TEEN mission and vision statements. Motion seconded by Mark Wendt. Carried 5-0.

6. Other/Discussion

- a. Director Evaluation
- b. TEEN Online Classes
- c. TEEN Virtual Academy Enrollment
- d. Fiber Discussion
- e. Director Coaching Opportunity

7. Next Meeting

8. Adjournment

Mark Rooker adjourned the meeting at 7:02 p.m.

Jerry Hinerman, Clerk

**Marion County Special Education Cooperative #617
Board of Directors Regular Meeting
MINUTES**

MCSEC Board Room at 6:30 p.m.

August 16, 2021

(These minutes are unofficial until approved by the Board of Directors)



Members Present: Duane Kirkpatrick, Jared Jost, Donna Glover, Terry Deines, Maynard Knepp

Members Absent:

Others Present: Kara Spittles, Director; Shayla Hodges, Board Clerk;

I. Call to Order

Terry Deines called the meeting to order at 6:40 p.m. in the MCSEC Board Room.

II. Approval of the Agenda

Jared Jost made a motion to approve the agenda, seconded by Donna Glover.

Motion carried 5-0.

III. Casey Case with EMC Insurance

Casey Case provided update of annual premium and coverage.

IV. Consider Consent Agenda

A. Approve Minutes from the July 19, 2021 Regular Meeting and the August 5, 2021
Special Meeting

B. Approve Classified Staff Resignations

1. Heather Goering

C. Approve Classified Staff Appointments

1. Shelby Bucca

2. Nikki Pitts

D. Approve 2021-2022 Negotiated Agreement

E. Check Signature Resolution

F. Approve Treasurer's Report, Payment of Bills, Journal Entries

Jared Jost made a motion to approve the consent agenda, seconded by Duane Kirkpatrick.

Motion carried 5-0.

V. Discussion/Action

A. Para Wages

Donna Glover moved to approve a step increase, plus .20 cent increase to the base for para wages, seconded by Jared Jost.

Motion carried 5-0.

B. Itinerant Staff Wages

Terry Deines moved to go into executive session at 6:58 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with Kara Spittles and the board members present, and to return to open session at 7:03 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Duane Kirkpatrick.

Motion carried 5-0.

At 7:03 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:04 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with Kara Spittles and the board members present, and to return to open session at 7:06 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Duane Kirkpatrick.

Motion carried 5-0.

At 7:06 p.m. Terry Deines declared the meeting out of Executive Session.

Donna Glover moved to approve the itinerant staff wage increase, as presented (2.5% increase), seconded by Jared Jost.

Motion carried 5-0.

C. Classified Twelve-Month Employee Wages

Donna Glover motioned to approve the classified twelve-month employee wages, as amended, seconded by Jared Jost.

Motion carried 5-0.

D. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 7:08 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with Kara Spittles and the board members present, and to return to open session at 7:13 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Duane Kirkpatrick.

Motion carried 5-0.

At 7:13 p.m. Terry Deines declared the meeting out of Executive Session.

Donna Glover moved to change Jennifer Smith's job title to Business Manager and Deputy Clerk of the Board, seconded by Duane Kirkpatrick.

Motion carried 5-0.

VI. Director/Board Discussion/Comments

A. Staffing Update

1. Kara Spittles provided update of the shortage of paraprofessionals in certain districts.

B. Budget Update

1. Will further review budget at a scheduled special meeting.

C. Building Update

1. Discussion of water usage at the MCSEC Central Office/OASIS

VII. Adjournment

Terry Deines adjourned the meeting at 7:41 p.m.

Terry Deines, President

Date

Shayla Hodges, Board Clerk

Date