

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

REGULAR BOARD MEETING

Monday, December 13, 2021
5:00 pm

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

**Agenda—Regular Board Meeting
USD 410 District Office Conference Room
December 13, 2021 5:00 p.m.**

- A. Meeting called to order
- B. Approval of regular and consent agenda
 - 1. November Regular Board Meeting Minutes (Appendix A)
 - 2. November 22, 2021 Special Board Meeting Minutes (Appendix B)
 - 3. USD 410 Board Policy Updates (Appendix C)
 - 4. Donations
- C. Action/Discussion Items
 - 1. PAT Annual Report
 - 2. Marion County Special Education Cooperative Interlocal Agreement (Appendix D)
 - 3. Girls' Swimming
 - 4. DCS Master Services Agreement (Appendix E)
 - 5. HMHS Kitchen Overhead Door Project (Appendices F & G)
 - 6. HES Window Replacement Project (Appendix H)
 - 7. Preschool (Appendix I)
- D. Executive Session for Personnel
- E. Personnel
- F. Reports
 - 1. Superintendent
 - 2. TEEN (Appendix J)
 - 3. MCSEC (Appendices K & L)
 - 4. Business Manager (Financials)
- G. Adjournment

Annotated BOE Agenda December 13, 2021

A. Meeting Called to Order

B. 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. Board Meeting Minutes (Appendix A)

Minutes from the November 8 regular BOE meeting.

➤ ***Recommended Action***

Motion to approve the November 8 regular board meeting minutes

2. Special Board Meeting Minutes (Appendix B)

Minutes from the November 22 special BOE meeting.

➤ ***Recommended Action***

Motion to approve the November 22 special board meeting minutes

3. USD 410 Board Policy Updates and Forms (Appendix C)

- DJE (Purchasing)
- GAAD (Child Abuse)
- IF (Textbooks, Instructional Materials & Media Centers Form)
- IIA (Performance-Based Credits)
- JBCB (Foster Care Students)
- JCDB (Dress Code)
- KGA (Use of District Personal Property and Equipment)
- TOC G
- TOC I
- TOC J

➤ ***Recommended Action***

No action, first reading

4. Donations

From	Amount/Item	Purpose
Enel Green Power NA, Inc	\$85,050.00	Annual Contribution
Ag Service, Inc.	\$1,250.00	HES West Playground Maintenance Project
Jill Larson	\$41.59	HES Site Council

➤ ***Recommended Action***

Motion to accept donations as listed.

➤ ***Recommended Action for Regular and Consent Agenda:***

Motion to approve the regular agenda.

Motion to approve the consent agenda.

C. Action/Discussion Items

1. Parent as Teachers Annual Report (Director Becky Suderman)

No Action Requested

2. Marion County Special Education Cooperative Interlocal Agreement (Appendix D)

➤ ***Recommended Action:***

Motion to approve the Marion County Special Education Cooperative Interlocal Agreement as presented in appendix D

3. Girls' Swimming

We have been approached by a group of swimming enthusiasts and parents about adding a Girls' Swim Team for the spring of 2022. In order to be eligible to compete for the Girls' Swim Season we would need to have our Cooperative Agreement in to KSHSAA by January 1, 2022.

We currently don't have the human capital we need to support and transport this team to Marion for practice, meets, and the supervision in order for this partnership to be successful.

➤ ***Recommended Action:***

Motion to revisit both Boys' and Girls' Swim Teams for the 2022-23 school year.

4. DCS Master Services Agreement (Appendix E)

DCS Services, LLC will provide professional, management, and construction services to USD 410 in accordance with this Master Services Agreement. The specific services to be performed by DCS for any project subject to this Agreement will be described in a written work order. All work orders will be approved by the USD 410 Board.

➤ ***Recommended Action:***

Motion to approve the Master Services Agreement with DCS Services

5. HMHS Kitchen Overhead Door Project (Appendices F & G)

This project will be funded out of our USD 410 Capital Outlay Budget. We built \$100,000 into our budget this year to make several improvements in our HMHS Kitchen facility. The other two items we will still look at will include our Walk-in Refrigerator / Freezer and the Dishwasher. Both need replacement.

The cost of the HMHS Overhead Door is \$43,811, and the cost of Alternate #1 Motor to open / close the overhead door is \$2,929. The total cost for this project would be \$46,740.

➤ ***Recommended Action:***

Motion to approve a work order with DCS Services to serve as the project manager for the HMHS Kitchen Overhead Door Project for \$43,811 and Alternate #1 Motor to open / close the overhead door for \$2,929 for a total cost of \$46,740.

6. ESSER II HES Window Replacement Project (Appendix H)

This project will be funded with our ESSER II funds and will be contingent upon the approval of those funds by the Kansas State Board of Education. Their December meeting will be held on December 14 & 15, 2021. DCS will work as our Project manager. They received three bids on our behalf for this project with the low bid being \$167,591 from Glass Pro will do the project work.

➤ ***Recommended Action:***

Motion to approve a contract with DCS Services contingent on the approval of our ESSER II Funds Application by the Kansas State Board of Education to serve as project manager for the ESSER II HES Window Replacement Project for \$167, 591 with Glass Pro doing the project work

7. Preschool

a. McPherson Head Start Vaccination Information (Appendix I)

b. Head Start Retention Incentive for Employees

USD 418 McPherson provides Head Start funding to cover a little more than half the cost of the Hillsboro Elementary School Preschool and has decided to use a portion of its ESSER III funding to provide a one-time retention incentive of \$150 for staff in the preschools they support.

Because USD 410 employees five of the Hillsboro Elementary School Preschool staff, we need your approval to pay this one-time retention incentive that is fully funded by USD 418 McPherson Head Start.

➤ ***Recommended Action:***

Motion to approve the payment of a one-time \$150 retention incentive fully funded by USD 418 McPherson Head Start to the following employees:

Ashley Sheridan, Teacher
Megan Stevens, Teacher
Megan Daniels, Classroom Aide
Katelyn Seaman, Classroom Aide
Jane Brewer, Family Advocate

D. Executive Session for Personnel

Motion for the Board to go into executive session to discuss of resignations, retirements, hires, and supplementals 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.

E. Personnel

1. Resignations

- a. Madison Weaver – ESOL Aide – Effective Date November 23, 2021

➤ ***Recommended Action:***

Motion to approve the resignation of Madison Weaver as ESOL Aide, effective date November 23, 2021

- b. Betty Medley – District Office Custodian – Effective November 11, 2021

➤ ***Recommended Action:***

Motion to approve the resignation of Betty Medley as District Office Custodian, effective November 11, 2021

- c. Demetrius Cox – HMHS Assistant Track Coach

➤ ***Recommended Action:***

Motion to approve the resignation of Demetrius Cox as HMHS Track Coach

2. Retirement

- a. Ellynne Wiebe – HES Teacher – Effective at the end of her 2021-22 contract.

➤ ***Recommended Action:***

Motion to approve the retirement of Ellynne Wiebe as HES 2nd Grade Teacher, effective at the end of her 2021-22 contract.

3. Classified Hires

- a. Kara Stueve – HES Administrative Assistant – Effective November 29, 2021 - \$12.60 per hour, 40 hours per week for 203 days, plus benefits.

➤ ***Recommended Action:***

Motion to approve the hiring of Kara Stueve as HES Administrative Assistant – Effective November 19, 2021 - \$12.60 per hour, 40 hours per week for 203 days, plus benefits.

- b. Juanita Ediger – HES Lunchroom Aide – 0.5 hours per day for 168 days per year - Pay Rate \$12.42 - Effective December 9, 2021

➤ ***Recommended Action:***

Motion to approve the hiring of Juanita Ediger as HES Lunchroom Aide – 0.5 hours per day for 168 days per year - Pay Rate \$12.42 - Effective December 9, 2021

4. Supplementals

- a. Kierra Shewey- MS Girls Assistant Basketball Coach (2nd) – Starting date Monday, November 15, 2021

➤ ***Recommended Action:***

Motion to approve the hiring of Kierra Shewey as MS Girls (2nd) Assistant Basketball Coach– Starting date Monday, November 15, 2021

- b. Demetrius Cox – HMHS Track Head Coach

➤ ***Recommended Action:***

Motion to approve the hiring of Demetrius Cox as HMHS Track Head Coach

F. Reports

1. Superintendent
 - a. January 3, 2022 Special Board Meeting time_____
2. TEEN (Appendix J)
3. MCSEC (Appendices K & L)
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

G. 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
November 8, 2021 7:00 p.m.

Members Present:

Mark Rooker

Jim Paulus

Rod Koons (arrived at 7:04 p.m.)

Jared Jost

Joe Sechrist

Kim Klein

Member Absent:

Tim Kaufman

Administrators:

Max Heinrichs

Others:

Jerry Hinerman, Clerk

Jessey Hiebert

Madeline Reid

Jasee Hamm

Anna Jones

Sara Wichert

Christina Henson

Ryleigh Peterson

Scott Winter

A. Meeting Called to Order

Board President Mark Rooker called the meeting to order at 7:00 p.m.

B. Approval of Regular and Consent Agenda

Joe Sechrist moved to approve the regular and consent agendas with the addition of Item 2c Doug Sisk – East Route Bus Driver to the regular agenda. Motion seconded by Jim Paulus. Carried 5-0.

Items on the consent agenda included the following:

1. Motion to approve the minutes of the October 11, 2021, regular board meeting
2. Motion to approve the 2020 – 2021 Professional Development Council My Learning Plan Annual Learning Report
3. Motion to approve a donation of \$127.37 from Kroger to be used for Hillsboro Elementary School Site Council Projects

C. Action/Discussion Items

1. Fiscal Year 2021 Financial Audit Report

Rod Koons arrived at 7:04 p.m.

Joe Sechrist moved to approve the Fiscal Year 2021 Audit Report. Motion seconded by Jared Jost. Carried 6-0.

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2. Long-Term Classified Staff Substitute Pay

Jim Paulus moved to approve the following long-term substitute classified staff pay for consecutive days substituting for the same person. Motion seconded by Joe Sechrist. Carried 6-0.

Substitute Aides, Custodians, and Secretaries for the first 10 Consecutive Days for the Same Person
\$10.05 Per Hour

Substitute Aides, Custodians, and Secretaries After 10 Consecutive Days for the Same Person
\$11.35 Per Hour for the Duration of the Assignment Retroactive to the First Hour of the Long-Term Substitute Assignment

Substitute Bus Drivers for the first 10 Consecutive Days for the Same Person
\$12.35 Per Hour

Substitute Bus Drivers After 10 Consecutive Days for the Same Person
\$12.95 Per Hour for the Duration of the Assignment Retroactive to the First Hour of the Long-Term Substitute Assignment

D. Executive Session – Students

Mark Rooker moved for the Board to go into executive session at 7:05 p.m. with the Superintendent to discuss students 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 7:15 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Joe Sechrist. Carried 6-0.

Regular Session

Note: The USD 410 auditor was unable to be at the Board Meeting when the Board reached Item C1 Fiscal Year 2021 Financial Audit Report. As a result, the Board skipped over the agenda item and returned to it between Item D Executive Session – Students and Item F Executive Session – Personnel.

E. Executive Session – Personnel

Mark Rooker moved for the Board to go into executive session at 7:38 p.m. with the Superintendent to discuss resignations, hires, and supplemental contracts 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 6-0.

Regular Session

Mark Rooker moved for the Board to go into executive session at 8:00 p.m. with the Superintendent to discuss resignations, hires, and supplemental contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 8:05 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Tim Kaufman. Carried 6-0.

Regular Session

Mark Rooker moved for the Board to go into executive session at 8:05 p.m. with the Superintendent to discuss resignations, hires, and supplemental contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 8:10 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Tim Kaufman. Carried 6-0.

Regular Session

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Mark Rooker moved to add Item F4a Retirements – Evan Yoder – Hillsboro Elementary School Principal and Item F4b Retirements – Max Heinrichs – USD 410 Superintendent of School to the regular agenda. Motion seconded by Joe Sechrist. Carried 6-0.

F. Personnel

1. Resignations

- a. LeAnn Retherford – Hillsboro Elementary School Preschool Classroom Aide
Joe Sechrist moved to approve the resignation of LeAnn Retherford from her position as Hillsboro Elementary School Preschool Classroom Aide effective October 15, 2021. Motion seconded by Rod Koons. Carried 6-0.
- b. Megan Daniels – Hillsboro Elementary School Lunchroom Aide
Joe Sechrist moved to approve the resignation of Megan Daniels from her position as Hillsboro Elementary School Lunchroom Aide effective October 19, 2021. Motion seconded by Rod Koons.

2. Hires

- a. LeAnn Retherford – Hillsboro Elementary School Lunchroom Aide
Joe Sechrist moved to approve hiring LeAnn Retherford to serve as Hillsboro Elementary School Lunchroom Aide for \$11.35 per hour for 0.5 hours per day for 168 days per year effective October 20, 2021. Motion seconded by Jared Jost. Carried 6-0.
- b. Megan Daniels – Hillsboro Elementary School Preschool Classroom Aide
Joe Sechrist moved to approve hiring Megan Daniels to serve as Hillsboro Elementary School Preschool Classroom Aide for \$11.85 per hour for 8 hours per day for 177 days per year effective October 19, 2021. Motion seconded by Jared Jost. Carried 6-0.
- b. Doug Sisk – USD 410 East Route Bus Driver
Joe Sechrist moved to approve hiring Doug Sisk to serve as USD 410 East Route Bus Driver for \$12.95 per hour for 2 hours per week retroactively effective August 10, 2021. Motion seconded by Rod Koons. Carried 6-0.

3. Supplemental Contracts

- a. Rustyn Kerbs – Hillsboro Middle School Boys' Assistant Basketball Coach
Joe Sechrist moved to approve the issuance of a contract to Rustyn Kerbs to serve as Hillsboro Middle School Boys' Assistant Basketball Coach. Motion seconded by Jared Jost. Carried 6-0.
- b. Kayla Gallaway – Hillsboro High School Drama Assistant
Joe Sechrist moved to approve the issuance of a contract to Kayla Gallaway to serve as Hillsboro High School Drama Assistant. Motion seconded by Jim Paulus. Carried 6-0.

4. Retirements

- a. Evan Yoder – Hillsboro Elementary School Principal
Rod Koons moved to approve the retirement of Evan Yoder from his position as Hillsboro Elementary School Principal effective at the end of his 2021 – 2022 contract. Motion seconded by Joe Sechrist. Carried 6-0.
- b. Max Heinrichs – USD 410 Superintendent of Schools
Jared Jost moved to approve the resignation of Max Heinrichs from his position as USD 410 Superintendent of Schools effective at the end of his 2021 – 2022 contract. Motion seconded by Rod Koons.

MINUTES

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G. Reports

1. Superintendent's Report
2. TEEN Report
3. MCSEC Report
4. Business Manager's Report

Joe Sechrist moved to approve the payment of bills totaling \$369,378.54 and the following reports.

Motion seconded by Rod Koons. 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

District Expense Budget Report

H. Adjournment

President Mark Rooker declared the meeting adjourned at 8:17 p.m.

Jerry Hinerman, Clerk

Jerry Hinerman, Clerk



DECEMBER 2021 KASB POLICY UPDATES

To: Member Unified School Districts and other Member Organizations
From: Donna L. Whiteman, KASB General Counsel, Assistant Executive Director of Policy Development
Re: December 2021 Board Policy Updates

The KASB **December 2021** policy updates are now available.

Happy Holidays! The holiday season is a time to reflect on all the good things and progress public schools have made over the past year. As Nelson Mandela said, "Education is the most powerful weapon you can use to change the world," and Kansas school boards and employees have worked diligently this past year to provide all students with a quality public education.

KASB has posted this packet on the KASB's website under the Member Portal, Member Resources tab. The accompanying documents are the second set of 2021 policy updates to our KASB recommended policies. If you did not receive the June 2021 Policy Updates, they are also posted on our website under the KASB Member Portal.

The following policy recommendations have been edited and revised by the KASB Legal/Policy Services staff. Along with this letter, you will find a table explaining in detail the changes in the policies and a copy of the policies showing the edits using Track Changes in Word. A clean copy of the policy with all edits incorporated may also be downloaded.

The contents of this policy package should be reviewed by the superintendent, the clerk, and the board. If your policy requires staff and student input, you may share these changes with administrators, staff, and student representatives.

If these policy recommendations meet district needs, they are ready to add to the policy book **after board approval**.

Once adopted, policies have the force and effect of law. Suggested policies should not be placed in the policy book without an opportunity for board discussion and a **board motion to approve** any new additions or changes to your policy manual.

Please **add the local adoption date** at the bottom of each policy that is approved by the board.

Minutes from the meeting should reflect when the policies were adopted. To save time in case of an audit, file a copy of the minutes with the critical policies that the board is required by law to adopt.

Please make sure an historical policy file is maintained in the district containing older versions of the policies for future reference. Please note that these may be scanned and retained electronically.

If you have questions, comments, or need further clarification about these policy recommendations; or if you have additional questions about any of your board policies, please call 1-800-432-2471 and ask for Donna L. Whiteman or Leslie Garner, email us at dwhiteman@kasb.org or lgarner@kasb.org, or contact another member of the KASB Legal/Policy Services staff.

Best wishes,
Donna L. Whiteman, KASB General Counsel
Assistant Executive Director of Policy Development

P.S. Reminder - KASB's **current** B Section, Board Operation's Policies are all **existing** policies and are to help newly elected school board members.

DECEMBER 2021 UPDATED KASB POLICIES AND FORMS

POLICY OR FORM CODE OR DESCRIPTION	RATIONALE FOR RECOMMENDED REVISION OR ADDITION	RECOMMENDED ACTION
DJE (Purchasing) ➔ Revised	This policy amendment adds “School employees are not allowed to purchase personal items from vendors using district accounts.”	Review and adopt.
GAAD (Child Abuse) ➔ Revised	This policy amendment adds the Department of Children and Families Crisis Helpline and Mobile Response program launched on Oct. 1, 2021, to provide support and problem solving to any student 20 years or younger in a behavioral health crisis including any student in foster care or formerly in foster care.	Review and adopt.
IF (Textbooks, Instructional Materials & Media Centers Form) ➔ Revised	The questions in this form have been updated. Current Board policy, IF, requires anyone having a complaint about textbooks, the media center, or other instructional materials to complete this form and meet with the principal and superintendent before requesting the board to consider the complaint. The policy procedure remains the same and only some language in the form’s questions have been updated.	Review.
IIA (Performance-Based Credits) ➔ Revised	This policy amendment provides that the board may allow graduation credit to be awarded to students for integrated academic or career and technical based education coursework. Also, the current policy language was edited to clarify the “test-out” procedures.	Review and adopt.
JBCB (Foster Care Students) ➔ Revised	This policy amendment adds the Department of Children and Families Crisis Helpline and Mobile Response program. This new helpline provides support and problem solving to assist any student 20 years or younger with a behavioral health crisis including any student in foster care or formerly in foster care. This is the same	Review and adopt.

	language that has been included in policy GAAD, Child Abuse, above.	
JCDB (Dress Code) → Revised	This policy amendment adds the language in K.S.A. 60-5321 which requires that no state agency or municipality, including school districts, “shall prohibit an individual from wearing traditional tribal regalia or objects of cultural significance at a public event.” A “public event” is defined to include but is not limited to, “an award ceremony, a graduation ceremony or a meeting of a governing body.”	Review and adopt.
KGA (Use of District Personal Property and Equipment) → Revised	The phrase “personal property” is added to clarify that any property, other than real estate, used for personal purposes must be pre-approved. The term “outside organizations” is narrowed to “tax-exempt” organizations to ensure there is no commercial taxable use of school district property or equipment. The pre-approval requirement is expanded to require the board of education to address a request from the superintendent.	Review and adopt.
TOTAL =	Existing Policy Revisions 6 Existing Form Revision 1 TOC G TOC I TOC J	

DJE Purchasing

DJE

The purchasing, receiving, storing and distribution of supplies, equipment and services for use in the district shall be managed efficiently and economically. School employees are not allowed to purchase personal items from vendors using district accounts.

Purchasing Authority

The board shall appoint a purchasing agent for the district.

Approved:

KASB Recommendation - 4/07; 12/21

Any district employee who has reason to know or suspect a child has been injured as a result of physical, mental, or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Kansas Department for Children and Families (DCF) office or to the local law enforcement agency if the DCF office is not open. Employees may file a report of suspected abuse anonymously to either DCF by phoning 1-800-922-5330 or to local law enforcement officials. The Code for Care of Children also provides civil immunity from prosecution if the report is made in good faith.

The employee making the report will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect.

DCF or Law Enforcement Access to Students on School Premises

The building principal shall allow a student to be interviewed by DCF or law enforcement representatives on school premises to investigate suspected child abuse and shall act as appropriate to facilitate the agency's access to the child and to protect the student's interests during the process. State law grants the investigating agency the authority to determine whether a school employee may be present while the interview is being conducted, taking into account the child's best interests. If asked to sit in on the interview by the agency representative conducting it, the building principal or designee thereof shall oblige such request in order to provide comfort to the child throughout the process and to facilitate the investigation.

Cooperation Between School and Agencies

Principals shall work with DCF and law enforcement agencies to develop a plan of cooperation for investigating reports of suspected child abuse or neglect. To the extent that safety is not compromised, law enforcement

officers investigating complaints of suspected child abuse or neglect on school property shall not be in uniform.

Reporting Procedure

The employee shall promptly report to the local DCF office or law enforcement if DCF is closed. It is recommended the building administrator also be notified after the report is made.

If the building principal has been notified, the principal shall immediately notify the superintendent that the initial report to DCF has been made. If appropriate, the principal may confer with the school's social worker, guidance counselor or psychologist. At no time shall the principal or any other staff member prevent or interfere with the making of a suspected child abuse report.

If available, the following information shall be given by the person making the initial report: name, address, and age of the student; name and address of the parents or guardians; nature and extent of injuries or description of neglect or abuse; and any other information that might help establish the cause of the child's condition.

Any personal interview or physical inspection of the child by any school employee shall be conducted in an appropriate manner with an adult witness present.

State law provides that anyone making a report in good faith and without malice shall be immune from any civil liability that might otherwise be incurred or imposed.

Mobile Crisis Helpline

Crisis support for Kansas families and children to resolve an emotional, psychiatric, or behavioral health crisis is available through the Department of Children and Families Mobile Crisis Helpline, 1-833-441-2240, including:

- Problem solving to resolve behavioral health crisis;
- Referral to community resources or recommendation to engage in stabilization services;
- In-person support via mobile crisis response; and
- Contacting mobile crisis response unit to assist in emergency situations.

Services are available to all Kansans 20 years or younger including anyone in foster care or formerly in foster care.

Annual Training

Annual training for all school employees on child abuse and neglect reporting requirements shall be provided, and documentation of the training shall be maintained.

Approved:

KASB Recommendation - 2/98; 4/07; 6/07; 11/10; 8/12; 10/12; 11/12;

6/20;12/21

IF TEXTBOOKS, INSTRUCTIONAL MATERIALS & MEDIA CENTERS

(Retype and file with clerk.)

USD _____
REQUEST FOR REVIEW OF A TEXTBOOK,
INSTRUCTIONAL MATERIAL,
OR
MEDIA CENTER MATERIAL

Request initiated by _____

Telephone _____ Address _____

Complainant represents: _____ self; or if a group:

Name of group _____

The material I object to is a: film____ recording ____ magazine ____ pamphlet ____ textbook ____
other ____.

Book or other material _____

Author (if known)_____

Publisher (if known) _____

1. Are you familiar with the district policy, procedure and philosophy regarding selection of textbooks, instructional materials, and media center materials? ____ Y ____ N

~~4.2.~~ Did you read or view all ~~this-the~~ material provided in the entire work? ____ Y ____ ~~N~~ If no, how were did you select the parts ~~selected~~ for reading or viewing?

~~2.3.~~ Please identify To what in the objectionable material ~~do you object?~~ (Please be specific; cite pages or items.)

~~3.4.~~ What is the basis for your objection to the specific sections or parts identified ~~do you feel might be the result of using this material?~~

IF TEXTBOOKS, INSTRUCTIONAL MATERIALS & MEDIA CENTERS

5. What do you believe is the major theme of this material? _____

6. What would you recommend the school do with this material?

7. In its place, what material of equal educational quality would you recommend?

8. Additional comments: _____

Administrator

Signature of complainant

Date received: _____

KASB Recommendation – 12/21

IIA Performance-Based Credits

IIA

A student may earn credits towards high school graduation by demonstrating mastery of the course outcomes through a performance instrument. The standards for designing and passing the performance instrument shall be set sufficiently high to ensure credits earned by such means shall be equivalent to those offered in the framework of the Carnegie unit.

A written request to “test out” of a class must be submitted prior to the beginning of each semester/year. A student may not request to “test out” of a class in which he or she is currently enrolled or has been enrolled.

The request is to be evaluated within 30 school days by a review committee composed of: a building administrator, a school counselor, a faculty member appointed by the principal and the students’ parent(s) or guardian(s).

If the request is approved, the course instructor will have 30 school days to design a performance instrument that reflects mastery of all course outcomes. Commercially available instruments may be used if they cover all course objectives. A performance instrument shall be approved by the principal. The principal, in consultation with the instructor, will determine the setting and the timelines for the administration of the instrument, as well as the criteria for successful completion of those tasks.

The student has ~~+10+~~ school days in which those designated tasks developed by the teacher and approved by the administration must be performed. ~~The principal, in consultation with the instructor, will determine the setting and the timelines for the administration of the instrument, as well as the criteria for successful completion of those tasks.~~

Credit for such classes shall be awarded only on a pass/fail basis. Students will be allowed only one opportunity to “test out” of any particular class. It will not be the responsibility of the school or the instructor to provide instructional and/or review time for the student. However, the outcomes, as noted in the district curriculum guide, and class syllabus will be made available.

Graduation Credit Through Integrated Coursework

The board may allow graduation credit for integrated academic or career and technical education course work. The teacher awarding academic credit shall be fully licensed and may work collaboratively with another instructor to develop a course plan for instruction. The teacher shall monitor the student’s progress and level of achievement. The plan will be reviewed periodically to maintain rigor and relevance.

Approved:

KASB Recommendation – 7/02; 6/04; 4/07; 12/21

The district, in accordance with state and federal law and the Kansas state plan, will ensure ~~that~~ students placed in foster care within the school district have access to a public education in a stable educational environment. For the purposes of this policy and its applicable regulations, “foster care” means 24-hour substitute care for children placed away from their parents and for whom a child welfare agency has placement and care duties.

Point of Contact

The board shall designate an employee to serve as a point of contact for child welfare agencies on behalf of the district.

Mobile Crisis Helpline

Crisis support for Kansas families and children to resolve an emotional, psychiatric, or behavioral health crisis is available through the Department of Children and Families Mobile Crisis Helpline, 1-833-441-2240, including:

- Problem solving to resolve behavioral health crisis;
- Referral to community resources or recommendation to engage in stabilization services;
- In-person support via mobile crisis response; and
- Contacting mobile crisis response unit to assist in emergency situations.

Services are available to all Kansans 20 years or younger including anyone in foster care or formerly in foster care.

Approved:

KASB Recommendation – 12/16, 12/21

Note: The reader is encouraged to review regulations and forms for related information.

JCDB Dress Code

JCDB

Neatness, decency, and good taste are guidelines of the district dress code. Students must dress in a manner that is not obscene; offensive; or substantially or materially disruptive to the learning environment. Apparel that is sexually suggestive; promotes violence, illegal activities, drugs, alcohol, and/or tobacco; or is determined to be gang related is prohibited.

Student apparel and grooming must also meet requirements of any courses which are part of the approved curriculum in which they are enrolled.

Traditional tribal regalia or objects of cultural significance shall not be prohibited at a public event.

Dress codes shall be published in the appropriate student handbooks.

Approved:

KASB Recommendation—7/96; 4/07; 12/15; 12/21

KGA Use of District Personal Property and Equipment

KGA

Requests for use of district personal property or equipment by ~~individuals or~~ outside tax-exempt organizations shall be submitted to the superintendent or the superintendent's designee. Any request shall be granted or denied pursuant to guidelines for using personal property or equipment developed by the administrator and approved by the board. The superintendent may establish a deposit or requirement for the purchase of insurance for use of school personal property or equipment before it is removed from the school grounds or other district property. The deposit will be paid to the principal (or/____) and will be refunded when the equipment is returned in working order.

Lost, Stolen, or Damaged Property or Equipment

No request for use of school personal property or equipment shall be granted until the requestor executes a use agreement specifying such person will agree to pay the district fair market value for any equipment that has been lost, stolen, or has suffered irreparable damage while in the requestor's possession. For the purposes of this policy, "irreparable damage" shall include any damage severe enough that the cost to repair such equipment would be more than the fair market value of the equipment. If school personal property or equipment is returned damaged beyond normal wear and tear of acceptable use, the requestor shall be responsible for the cost to repair such personal property or equipment. The district may also require the purchase of insurance.

Personal Use

No district personal property or equipment shall be used by staff for personal reasons at school or away from its designated station without the prior approval of {the superintendent; the building principal; or_____}. No

district personal property or equipment shall be used by the superintendent for personal reasons at school or away from its designated location without the prior approval of the board of education.

Approved:

KASB Recommendation – 3/00; 4/07; 6/12; 12/21

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GAACA	Racial and Disability Harassment; Employees (See GAF, JGECA and KN)
GAAD	Child Abuse (See JCAC, and JGEC) DCF or Law Enforcement Access to Students on School Premises Cooperation between School and Agencies Reporting Procedure <u>Mobile Crisis Helpline</u> Annual Training
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Searches of Property

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INTERLOCAL AGREEMENT

THIS AGREEMENT is made pursuant to the provisions of K.S.A. 12-2901 through 12-2907, **K.S.A. 72-1131** and K.S.A. 72-13, 100. It is made and entered into the 20th day of February, 1995, with the sincere desire of all cooperating school districts to work together for the mutual benefit of the children we serve, and we the undersigned hereby and herein formally join together in an atmosphere of trust and confidence to continue an educational cooperative, a separate legal entity to be known as the MARION COUNTY SPECIAL EDUCATION COOPERATIVE, hereinafter known as "COOPERATIVE". **A revision of this document was presented and voted upon by each participating COOPERATIVE district Board of Education's to continue this working agreement as is now written on this 11th day of March, 2020.**

The following unified school districts, by and through their respective boards of education, have each adopted a resolution authorizing the school district to enter into this Agreement; a copy of each such resolution by said boards of education is attached hereto and made a part hereof:

Unified School District No. 397, Centre, Marion County, Kansas
Unified School District No. 398, Peabody-Burns, Marion County, Kansas
Unified School District No. 408, Marion-Florence, Marion County, Kansas
Unified School District No. 410, Durham-Hillsboro-Lehigh, Marion County, Kansas
Unified School District No. 411, Goessel, Marion County, Kansas

PURPOSE

The purpose of this Interlocal Agreement shall be to provide special education services and to meet the provisions for special education as required by the state and federal laws pertaining to the education of **students with disabilities.**

BOARD OF DIRECTORS AND OFFICERS

The COOPERATIVE shall be administered by a Board of Directors consisting of one representative from each board of education. The representative will be appointed by the board of education of each school district. Each board of education may appoint an alternate to serve in the place of the regular member. The alternate shall serve at the request of the regular board member in his/her absence.

The terms of office of members of the Cooperative Board of Directors shall expire concurrently with their terms as board of education members. If a vacancy occurs in any representative's position on the Cooperative Board of Directors the vacancy shall be filled within thirty (30) days by the board of education of the school district.

The COOPERATIVE, through its Board of Directors, may exercise the power and duties as set forth in K.S.A. 72-8230.

The Board of Directors shall meet monthly. During the July meeting of each year the Board shall adopt a resolution specifying a regular meeting time of the Board and such resolution shall specify the regular hour

of commencement of the meeting, as well as the day of the week and the week of the month. The resolution shall also provide the meeting date should the regular date fall on a Sunday or legal holiday. (K.S.A. 72-8205)

The Board shall elect from its members a chairperson and vice-chairperson (the vice-chairperson shall serve in the absence or incapacity of the chairperson). Said Board shall also designate three individuals, one to act as director, one to act as clerk, and one to act as treasurer of the COOPERATIVE. The director and clerk shall receive compensation and shall perform such duties as prescribed by the Board.

The COOPERATIVE Board shall, as soon as possible after this Agreement has been approved by appropriate authorities, adopt policies and rules and regulations to implement this Agreement for the operation of said COOPERATIVE, including but not necessarily limited to:

1. Procedures for financing the operation of the district;
2. Acquisition of property;
3. Employment of personnel;
4. Personnel policies and procedures;
5. Student policies and procedures;
6. Budget preparation and administration;
7. Establishment of curriculum; and
8. Such other policies, rules and regulations normally adopted by a Board of Education within the limitations imposed on unified school district boards by state statute.

METHOD OF FINANCING

Each school district which is a party to this Agreement agrees to finance the operation of the COOPERATIVE district in the manner hereinafter specified. While this Agreement is in effect, each participating school district shall certify to the clerk of the COOPERATIVE the total audited enrollment of said school district as the same is certified to the State Board of Education.

All programs established and operated by the MARION COUNTY SPECIAL EDUCATION COOPERATIVE district will be financed cooperatively by the five (5) unified school districts in Marion County, Kansas. Each district's share of the cost will be assessed on a total audited enrollment basis, each district paying a share equal to the percent its total audited enrollment is of the total school enrollment of the five (5) cooperating districts. **In addition, each participating unified school district may purchase services in excess of those to be shared on a proportionate basis; the cost of such additional services will be borne entirely by the district(s) requesting them.**

All obligations and contracts made or entered into by the Board shall be subject to the "Cash-Basis Law", K.S.A. 10-1101 et seq. In the event the State of Kansas mandates special education programs that require financial expenditures exceeding the contributions heretofore provided, each district shall increase its contributions by an appropriate amount, so that the aggregate contributions will if possible equal the total required financial expenditure of the COOPERATIVE.

The director will submit in writing to each Board of Education of each of the participating school districts before their regularly scheduled April meeting, a list of proposed changes in the COOPERATIVE'S services

and the expected local contribution for the next year. The COOPERATIVE'S Board of Directors will vote on the new budget at its regularly scheduled June meeting. The budget must be approved no later than the August meeting of the COOPERATIVE'S Board of Directors.

Each participating school district shall be advised by the director of the COOPERATIVE as to the dollar amount and payment schedule (as determined by the Board of the COOPERATIVE) required of each school district for the fiscal year. This amount shall be properly budgeted by each participating school district in the budget it adopts for the succeeding school year, subject to the limitations imposed therein.

PROGRAM SERVICES (Description/Justification)

The COOPERATIVE shall be organized to implement comprehensive special education services.

Each school district believes that this COOPERATIVE plan will provide quality programs at less cost per child, a broader range of services, and make provisions for exceptional children in the low incidence categories.

The COOPERATIVE shall provide special education services for all exceptional children in the cooperating school districts and said special education services shall meet the standards and criteria set by the State Board (K.S.A. 72-966).

The COOPERATIVE will also provide home-based services to **children with disabilities** from birth to age three years, provided these services are funded through state or federal funds that would otherwise not be received by the Cooperative.

The COOPERATIVE shall only fund virtual students who have a physical address within our catchment (district) boundaries. Otherwise, funding shall be the responsibility of the receiving student's district, not the COOPERATIVE. The receiving virtual school becomes the Learning Educational Agency (LEA) for non-resident virtual students. The COOPERATIVE would also not provide transportation for such a student.

Related services such as Occupational (OT) or Physical Therapies (PT) for (virtual) students shall only be provided at the brick and mortar buildings within the COOPERATIVE boundaries.

REPORTING PROCEDURES

The Director of Special Education employed by the COOPERATIVE is responsible for counting and reporting exceptional children in Marion County. These counts can include September 1, October 1, and December 1.

The COOPERATIVE will be the fiscal agent for all funds, whether local, state, federal, and from all other sources that are generated by the numbers and/or types of COOPERATIVE staff, COOPERATIVE services provided and/or contracted, and/or the numbers of children identified for which the COOPERATIVE was

formed to serve. All monies so generated will be receipted into the COOPERATIVE'S budget and expended for the COOPERATIVE'S programs.

TRANSPORTATION

Each school district that is party to this Agreement shall be responsible for transporting students of said school district to and from classes or activities conducted or sponsored by the COOPERATIVE. It is agreed and understood that the COOPERATIVE shall not be responsible for transporting any student of any signatory school district to or from any class or activity conducted or sponsored by the COOPERATIVE district. **Field trips involving special programs such as OASIS and CLASS will be the responsibility of the COOPERATIVE and thus will fund anything incurred above the state rate for transportation costs and mileage.**

ACQUISITION AND DISPOSITION OF PROPERTY

All property acquired by the COOPERATIVE shall be taken in the name of said COOPERATIVE. If any such property is sold while this Agreement is in effect, the proceeds of such sale shall be paid into the treasury of the COOPERATIVE and may be expended in any lawful manner as directed by the Board of Directors of the COOPERATIVE.

It is further understood and agreed that said COOPERATIVE shall not purchase or otherwise acquire any real property without the unanimous approval of the Board of Directors of said COOPERATIVE. THAT FURTHER, prior to the purchase or acquisition of any real property, a thirty-day notice shall be provided to the individual boards of education of said COOPERATIVE.

DISSOLUTIONMENT

In the event any Board of Education desires to withdraw from the COOPERATIVE, the following procedures shall be followed:

- a. Written notice shall be given by the Board of Education to the COOPERATIVE Board by December 15. The withdrawal shall not become effective until the end of the fiscal year and approval by the State Board of Education.
- b. In the event the total COOPERATIVE is dissolved all property held by the COOPERATIVE shall be divided in accordance with current budgetary contributions of the present participating boards of education.

AFFIRMATIVE ACTION POLICY

The COOPERATIVE believes in the principle and practice of equal employment opportunity and equal education opportunity. Therefore, no person shall, on the grounds of race, creed, color, religion, national origin, ancestry, sex, age, handicap or any statutorily prohibited basis, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program conducted by the COOPERATIVE.

DUE PROCESS

The COOPERATIVE shall operate from such procedures as are necessary to ensure the due process rights for students and COOPERATIVE personnel.

TERM OF AGREEMENT

This Agreement shall be perpetual unless it is partially or completely terminated in accordance with K.S.A. 72-8230, which requires approval of the State Board of Education.

This Agreement may be amended by the approval of all participating school districts, subject to the approval of the State Board of Education and the state Attorney General.

This Agreement shall be subject to change or termination by the Kansas Legislature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the President of the Board of Education of each respective district.

U.S.D. 397	_____	_____	_____
	President, Board of Education	Attested by the Clerk	Date

U.S.D. 398	_____	_____	_____
	President, Board of Education	Attested by the Clerk	Date

U.S.D. 408	_____	_____	_____
	President, Board of Education	Attested by the Clerk	Date

U.S.D. 410	_____	_____	_____
	President, Board of Education	Attested by the Clerk	Date

U.S.D. 411	_____	_____	_____
	President, Board of Education	Attested by the Clerk	Date



333 S. Greenwood Str., Wichita, KS 67211
(316) 869.1008

Reference: MASTER SERVICES AGREEMENT

DCS Services, LLC (“DCS”) is pleased to provide professional, management, and construction services to HILLSBORO USD 410 (“Client”) in accordance with this Master Services Agreement (“Agreement”). The specific services to be performed by DCS (the “Services”) for any project subject to this Agreement (each a “Project”) will be described in a written work order in the form of Exhibit A to this Agreement (“Work Order”). The parties’ rights and obligations under this Agreement shall also be governed by the following terms and conditions.

Performance. DCS will perform the Services in a workmanlike manner or with the level of care and skill ordinarily exercised by other providers of the same services under similar circumstances, at the same time, and in the same locality. DCS agrees to perform the Services in as timely a manner as is consistent with the standards described above and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable DCS to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client’s requirements as necessary for the orderly progress of the Services; (2) designate a person to act as Client’s representative with authority to transmit instructions, receive instructions and information, and interpret and define Client’s requirements and requests regarding the Services; (3) provide access to, and make all provisions for DCS to enter the Project site as required to perform the Services; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the design, Work Order, Project, or Services; and (6) timely respond to requests for information and timely review and approve all related Project deliverables. DCS shall be entitled to rely on all information and services provided by Client.

Client recognizes field investigations may damage existing property. DCS will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. DCS reserves the right to suspend the Services if the Client fails to make payment when due. In such an event, DCS shall have no liability for any delay to the Project or damage to Client or any third-party resulting from such suspension.

Work Product. DCS is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by DCS in connection with the Services (the “Work Product”). DCS retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work

Product may not be reproduced or used by the Client, or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of DCS. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify DCS for any liability or legal exposure arising from such unauthorized use. To the extent DCS terminates this Agreement due to non-payment by Client, Client shall not be entitled to use the Work Product for any purpose without the prior written consent of DCS.

Unless otherwise agreed by Client and DCS, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by DCS are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client's sole risk.

Insurance. DCS and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, DCS will maintain Professional Liability Insurance for DCS's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Change Orders. Changes in the Services may be accomplished after execution of this Agreement or any Work Order only by a written change order signed by DCS and Client. For any change that increases DCS's cost of, or time required for performance of any part of the Services, DCS's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If DCS encounters conditions in performance of the Services that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to DCS, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project or Work Order, DCS will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken.

The nature and extent of subsurface condition variations across a Project site may not become evident until construction commences. DCS assumes no liability for site variations differing from those sampled, or concealed or unknown conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in DCS's cost of, or time required for performance of any part of the Services, DCS's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against DCS and (2) agrees to indemnify and hold harmless DCS as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all claims, including third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses, including costs for DCS to coordinate portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for others to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. DCS will not be liable to Client for delays in performing the Services or for any

costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third-parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of DCS. In the event performance of the Services is delayed by circumstances beyond DCS's control, DCS's compensation and time for performance will be equitably increased.

Cost Estimates. Upon request, DCS may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of DCS's experience and qualifications and will represent DCS's judgment as service provider familiar with the construction industry. However, DCS has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, DCS will have no liability for bids or actual costs that differ from DCS's estimates.

Termination. Both the Client and DCS have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, DCS shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that DCS may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, state or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold DCS harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of DCS. DCS may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. DCS will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of any Project.

Dispute Resolution. The Client and DCS will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and DCS who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution. If the parties are unable to resolve the claim, DCS and Client agree to submit the claim (except DCS claims for nonpayment) to mediation prior to the initiation of any binding dispute resolution proceedings or litigation. The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, DCS and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. DCS and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without

regard to its conflicts of laws principles.

Indemnity. To the fullest extent permitted by law, Client and DCS each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of DCS and DCS's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed DCS's total fee under the applicable Work Order. In no event will DCS be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Neither DCS nor Client will assign any rights, duties, or interests accruing from this Agreement without the prior written consent of the other. This Agreement will be binding upon DCS, Client, and their successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of DCS and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of DCS or Client in favor of such third parties. Further, DCS assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. DCS shall not be responsible for Client's obligations under any separate agreement with any third-party including, without limitation, any agreement between Client and a Project owner.

Entire Agreement. This Agreement represents the entire and integrated agreement between DCS and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by DCS and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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 (42U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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;



333 S. Greenwood Str., Wichita, KS 67211
(316) 869.1008

This Agreement is effective upon the later of the two dates below.

DCS Services, LLC

By: _____

Title: _____

Date: _____

Hillsboro USD 410

By: _____

Title: _____

Date: _____



November 30, 2021

Mr. Max Heinrichs
Hillsboro USD #410
416 S. Date
Hillsboro, KS 67063

RE: HS-MS Kitchen Overhead Door

Scope of Work:

- Demo existing wall, electrical, plumbing and door as necessary for new overhead door.
- Prep opening for new door.
- Relocate existing drinking fountains to wall by concession stand.
- Relocate outlets, switches, data drops as necessary.
- Install new 13' 6" x 6' 8" Stainless steel overhead coiling door.

Price for this scope of work: **\$ 43,811**

Alternate #1:

- Install motor operator for overhead coiling door.

Price for this scope of work: \$ 2,929

Not Included:

Work beyond this scope, bond, asbestos abatement, fire alarm or sprinkler, State and local taxes.

Sincerely,
DCS Services
Curtis Winter

Curtis Winter

Business Development



DCS SERVICES TERMS and CONDITIONS

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by DCS Services (DCS), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is DCS's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, DCS shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by DCS on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by DCS. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

Exclusions From Work. DCS's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures. DCS shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay DCS invoices within net thirty (30) days of invoice date. DCS may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by DCS, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, DCS may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to DCS for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by DCS in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of DCS, all dates provided by DCS or its representatives for commencement, progress or completion are estimates only. While DCS shall use commercially reasonable efforts to meet such estimated dates, DCS shall not be responsible for any damages for its failure to do so.



Access. DCS and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by DCS and acceptable to the Premises' owners or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. DCS's access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees. DCS shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspection necessary for proper performance and completion of the Work, which are legally required when bids from DCS's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. DCS shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if DCS encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, DCS shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in DCS's cost of, or time required for, performance of any part of the Work, DCS shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. DCS's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by DCS, there are no Hazardous Materials on the Premises that will in any way affect DCS's Work and Customer has disclosed to DCS the existence and location of any Hazardous Materials in all areas within which DCS will be performing the Work. Should DCS become aware of or suspect the presence of Hazardous Materials, DCS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by DCS. DCS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall DCS be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control of Parties. If DCS shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at DCS's election (i) remain in effect but DCS's obligations shall be suspended until the uncontrollable



event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay DCS for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give DCS the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to DCS for all Work furnished to date and all damages sustained by DCS (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice thereof; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. DCS and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. DCS warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), DCS equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in DCS's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For DCS equipment not installed by DCS, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, DCS will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to DCS until said equipment and Work have been paid for in full and then said liability shall be limited to DCS's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by DCS are not warranted by DCS and have such warranties as may be extended by the respective manufacturer. DCS's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modification or repairs not performed by DCS, improper operation, or normal wear and tear under normal usage. DCS shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.



Applicable Law. This agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of DCS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent DCS is a signatory thereon.

Equal Employment Opportunity/Affirmative Action Clause. The DCS is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price option, or the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

DCS Services



WORK ORDER

THIS WORK ORDER (the “**Work Order**”) is made and entered into effective as of **December 13, 2021** (the “**Effective Date**”) by and between HILLSBORO USD 410 (“Client”) and DCS SERVICES, LLC (“**Contractor**”).

RECITALS

A. *Client* and Contractor have entered into a Master Services Agreement dated as of **TBD** (as amended to date, the “**Master Services Agreement**”) which provides that any Work Order executed by Client and Contractor specifically referencing the Master Services Agreement will be governed by the terms and conditions set forth in the Master Services Agreement. Unless otherwise defined in this Work Order, any term used in this Work Order that is capitalized but not defined shall have the same meaning as set forth in the Master Services Agreement (or an exhibit or attachment thereto, as applicable).

The Project is located at Client’s facility (the “**Facility**”) situated at 400 E. Grand, Hillsboro, KS 67063.

B. Client and Contractor are desirous of entering into this Work Order whereby Contractor shall undertake the performance of the Work identified herein on the terms and conditions set forth in the Contract Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions set forth herein and in the other Contract Documents, Client and Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Work Order, the Master Services Agreement, drawings, specifications, addenda issued prior to execution of this Work Order, other documents listed in this Work Order, and modifications or Change Orders issued after execution of this Work Order, all of which form the Contract, and are as fully a part of the Contract as if attached to this Work Order or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

2. WORK TO BE PERFORMED OR PROVIDED

The Contractor shall fully execute the Work described in this Work Order as set out in **Attachment A** (Scope of Work; Compensation), except as specifically indicated in the Contract Documents to be the responsibility of others. Contractor acknowledges that the Work shall include not only the necessary services, labor, equipment, materials and documents identified on **Attachment A** (Scope of Work; Compensation) attached hereto, but also those which are reasonably inferable from the Work or customarily performed or provided by competent service providers as a part of the proper performance of services or furnishing of goods of the type contemplated by this Work Order or necessary to fulfill the covenants set forth in the Contract Documents.

3. COMPENSATION FOR SERVICES



Client shall pay Contractor, and Contractor agrees to receive, as full compensation for the Work, the amounts set forth on **Attachment A** (Scope of Work; Compensation) attached hereto and made a part hereof (the “**Compensation**”), payable as provided in the Contract Documents. Any changes to the rates provided by Contractor, as specified on the **Attachment A** (Scope of Work; Compensation) attached hereto, shall be provided to Client and to Client’s Representative and must be approved in writing by Client prior to such changes taking effect.

4. PROJECT SCHEDULE/TERM

Attached hereto as **Attachment B** (Project Schedule) is a description of the Project schedule or term pursuant to or during which the Work shall be performed by Contractor (the “**Project Schedule**”). Contractor shall administer and perform the Work in accordance with the Project Schedule.

5. NOTICES

All routine notices to be given by any party to this Work Order or to any other party hereto shall be in writing and shall be given by personal delivery or electronic mail addressed as follows:

To Client at:

Hillsboro USD 410
Attn: Max Heinrichs
416 S. Date Street
Hillsboro, KS 67063
Phone: 620-947-3184
E-mail: max.heinrichs@usd410.net

To Contractor at:

DCS Services LLC
Attn: Curtis Winter
333 S. Greenwood Str.
Wichita, KS 67211
Phone: 316-201-8876
E-mail: curtis@dcsservices.net

All invoices related to this Work Order shall be in writing and shall be given by personal delivery or electronic mail addressed as follows:

Hillsboro USD 410
416 S. Date Street
Hillsboro, KS 67063
Phone: 620-947-3184
E-mail: max.heinrichs@usd410.net

All other notices, claims, demands, and other communications of similar import to be given by any party to this Work Order or to any other party hereto shall be in writing, and shall be given by personal delivery, electronic mail, receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:



To Client at:

Hillsboro USD 410
Attn. Max Heinrichs
416 S. Date Street
Hillsboro, KS 67063
Phone: 620-947-3184
E-mail: max.heinrichs@usd410.net

To Contractor at:

DCS Services LLC
Attn: Curtis Winter
333 S. Greenwood Str.
Wichita, KS 67211
Phone: 316-201-8876
E-mail: curtis@dcsservices.net

The above addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.

WHEREFORE, the parties hereto have entered into this Work Order as of the Effective Date.

CLIENT:

Hillsboro USD 410

By: _____

Title: Superintendent

Name: Max Heinrichs
(Print)

Date: _____

CONTRACTOR:

DCS Services LLC

By: _____

Title: Business Development/Project Manager

Name: Curtis Winter
(Print)

Date: _____



ATTACHMENT A

TO

WORK ORDER

Scope of Work; Compensation

1. SPECIFIC SCOPE OF WORK

- A. General: As agreed upon in the Master Services Agreement (MSA).
- B. Specific: Contractor shall provide all Work necessary to install a new Kitchen Overhead Door (the "**Project**") in accordance with the following

Project documents entitled *Jr/Sr. High School Kitchen Door Remodel* dated *11-6-21* as prepared by *Schultz Squared Architecture LLC*.

Definition

The word "provide" is intended to be inclusive, as applicable, to furnish, fabricate, receive, unload, store, layout, install, erect, prepare substrate, protect, start-up, clean, etc. such that the material or system or other deliverable is complete and operational and is in its permanent location ready to be accepted and used the Client.

2. COMPENSATION

- A. **\$46,740.00**

- B. **Progress Payments (include if applicable):**

- 1. *Payment Schedule.* The above-described Compensation shall be paid to Contractor in accordance with the following progress payment schedule, which sets forth the portion of the Compensation allocable to each progress payment:

Billed when Project is 100% complete.

The Progress Payment Schedule shall be used as the basis for the preparation of Applications for Payment as described in Section 2.B.2 below.

- 2. *Applications for Payment.* If the Progress Payment Schedule indicates that Compensation is to be invoiced monthly based on percentage of the Work completed, then on or before the fifth (5th) day of each month during the time that the Work is being performed or, if milestone payments are set forth in the Progress Payment Schedule, within five (5) days after achievement of the applicable milestone, Contractor shall furnish to Client a application for payment in the form of **Attachment C** attached hereto (an "**Application for Payment**") for the period ending on the last day of the month preceding such month or, if applicable, the milestone achievement date, setting forth the portion of the



Compensation allocable to the Project actually completed by Contractor during such period or month, as the case may be, calculated in accordance with the Progress Payment Schedule. Each Application for Payment shall be submitted along with or as Contractor's invoice and shall include such supporting documentation and additional data as Client may reasonably require to substantiate Contractor's right to payment under this Section including, but not limited to, a list of all Subcontractors retained for the Project, retainage, evidence that all third-party materials, bills, invoices and other indebtedness connected with the Work have been or, from such payment will be paid, copies of requisitions from Subcontractors and material suppliers, and releases or waivers of liens and claims for payment related to such Work in a form reasonably requested by Client.



December 2, 2021

Mr. Max Heinrichs
Hillsboro USD #410
416 S. Date
Hillsboro, KS 67063

RE: Elementary School Window Replacement

Scope of Work:

- Demo existing windows
- New wood blocking as necessary for new windows
- QTY-39 new window systems
- Storefront windows with 800 series vents & egress windows
- Storefront materials to be Manko 2450
- Dark bronze anodized finish
- To meet Schultz Squared Architects 11/05/21 plans & specifications
- Bond is included

Price for this scope of work – Glass Pro	\$ 167,591.00
Price for this scope of work – Hopper's Glass	\$ 179,950.00
Price for this scope of work – Palisade Enterprises	\$ 193,132.00

Not Included:

Work beyond this scope, asbestos abatement, fire alarm or sprinkler, removal or reinstallation of blinds, architect design fees, interior ceiling work, state or local taxes.

Sincerely,
DCS Services
Curtis Winter

Curtis Winter

Business Development



DCS SERVICES TERMS and CONDITIONS

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by DCS Services (DCS), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is DCS's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, DCS shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by DCS on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by DCS. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

Exclusions From Work. DCS's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures. DCS shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay DCS invoices within net thirty (30) days of invoice date. DCS may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by DCS, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, DCS may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to DCS for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by DCS in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of DCS, all dates provided by DCS or its representatives for commencement, progress or completion are estimates only. While DCS shall use commercially reasonable efforts to meet such estimated dates, DCS shall not be responsible for any damages for its failure to do so.



Access. DCS and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by DCS and acceptable to the Premises' owners or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. DCS's access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees. DCS shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspection necessary for proper performance and completion of the Work, which are legally required when bids from DCS's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. DCS shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if DCS encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, DCS shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in DCS's cost of, or time required for, performance of any part of the Work, DCS shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. DCS's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by DCS, there are no Hazardous Materials on the Premises that will in any way affect DCS's Work and Customer has disclosed to DCS the existence and location of any Hazardous Materials in all areas within which DCS will be performing the Work. Should DCS become aware of or suspect the presence of Hazardous Materials, DCS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by DCS. DCS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall DCS be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control of Parties. If DCS shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at DCS's election (i) remain in effect but DCS's obligations shall be suspended until the uncontrollable



event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay DCS for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give DCS the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to DCS for all Work furnished to date and all damages sustained by DCS (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice thereof; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. DCS and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. DCS warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), DCS equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in DCS's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For DCS equipment not installed by DCS, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, DCS will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to DCS until said equipment and Work have been paid for in full and then said liability shall be limited to DCS's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by DCS are not warranted by DCS and have such warranties as may be extended by the respective manufacturer. DCS's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modification or repairs not performed by DCS, improper operation, or normal wear and tear under normal usage. DCS shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.



Applicable Law. This agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of DCS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent DCS is a signatory thereon.

Equal Employment Opportunity/Affirmative Action Clause. The DCS is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price option, or the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

DCS Services



PUBLIC SCHOOLS

**MCPHERSON AND MARION COUNTY
EARLY CHILDHOOD PROGRAM**

915 East First
McPherson, KS 67460
Ph: 620-241-9590
Fax: 620-241-9565

To: USD 410 BOE

From: David Brock

Date: December 13, 2021

Re: New Standards for Vaccination and Masking

On November 29, 2021, the Director of the Federal Office of Head Start released the attached letter. The letter includes a link to The Interim Final Rule with Comment Period. This rule, if made final, would add COVID Vaccine Requirements for Staff and Universal Masking to the Head Start Program Performance Standards to the Health and Safety sections. By adding these requirements to the standards Vaccination of Staff and Universal Masking would be part of the review process when programs are monitored for compliance. Some things to keep in mind:

- We will continue to follow local guidance on vaccines and masking. In all of our districts (McPherson, Hillsboro, and Marion) vaccines are staff choice. Regarding masking currently masks are required in McPherson. Masking is not required in Hillsboro or Marion. We will continue to follow that guidance.
- We will continue to follow our policy on Communicable Diseases. This policy is attached to this report. This Policy has been in place since January of 2018.
- This is an Interim Rule that will become part of the Head Start Program Performance Standards on January 31, 2022. In order for this to become a final rule, (law) Congress, in the Head Start Act of 2007, gives the Secretary of Health and Human Services authority to change the Head Start Program Performance Standards through public comment and input.
- If Vaccinations and Masking are officially added to the standards and we have a monitoring review this year the Vaccinations and Masking Standards will not be part of the review process until 2023.

We will continue to monitor this situation and provide information as it comes out. Based on the current information we will continue to do what we have done since the start of the pandemic and keep students and staff safe using local information, guidance, and policies. We ask that all of the local USD BOE legal resources be available as this situation is finalized.

David Brock

McPherson/Marion County Head Start Director

New Standards for Vaccination and Masking to Reduce Transmission of COVID-19

 eclkc.ohs.acf.hhs.gov/blog/new-standards-vaccination-masking-reduce-transmission-covid-19



By Dr. Bernadine Futrell

11/29/2021

The U.S. Department of Health and Human Services (HHS (U.S. Department of Health and Human Services)) is issuing new Head Start Program Performance Standards (HSPPS (Head Start Program Performance Standards)) to outline the masking and COVID-19 (coronavirus disease 2019) vaccination requirements for grant recipient staff, and the timelines, exceptions, and exemptions for each. Consistent with other HSPPS, these standards will apply to Head Start, Early Head Start, Early Head Start-Child Care Partnership, and American Indian and Alaska Native, and Migrant and Seasonal Head Start programs. [The Interim Final Rule with Comment Period \(IFC\)](#) is now posted in the Federal Register.

As the Head Start community navigates implementation of this rule, the Office of Head Start (OHS (Office of Head Start)) is dedicated to supporting programs. While a fully vaccinated workforce brings hope of reaching more children and families, I know it does not come without challenges. Let us begin with a shared understanding of why these new HSPPS are necessary.

Many programs have shared firsthand experience on how intermittent closures disrupt children's opportunities for learning, socialization, nutrition, continuity, and routine. Program closures also impact the ability of Head Start families to work, which ultimately creates instability and adds to their stress. As a Head Start graduate, I know my life would be

impacted for every day my Head Start program was not open, or if the bus simply did not show up one day. Vaccination against COVID-19 and wearing face masks are safe, effective tools to reduce program closures and support the continuity of in-person comprehensive services for children and families.

The new HSPPS are essential for protecting the living environments of our Head Start families. Many children and staff return home to family members who may have underlying medical conditions, which put them at greater risk for COVID-19-related illness or even death. It is also important to recognize that families who are Black, Indigenous, or Hispanic and earning below the federal poverty line have been more severely impacted by COVID-19 than the general population.

Requiring all Head Start staff, some contractors, and volunteers to be vaccinated against COVID-19 and universal masking for all individuals 2 years of age and older is critical as we work together to move toward fully in-person comprehensive services by providing healthy and safe environments for everyone.

The HSPPS require the use of face masks for everyone in a Head Start program 2 years of age and older, with some exceptions. The requirement on masking is effective immediately.

The new HSPPS also require vaccination against COVID-19 for all staff, contractors working directly with children, and volunteers. The HSPPS require these individuals to be vaccinated by January 31, 2022. This means staff, certain contractors, and volunteers must have their second dose in a two-dose series or first in a single-dose series by January 31, 2022. Head Start programs may allow exemptions to the vaccination requirement for those who cannot be vaccinated due to medical conditions or religious beliefs, practices, or observances. For those granted a vaccine exemption, there will be a weekly testing requirement. Without an approved vaccine exemption, there is no option for testing in lieu of receiving the vaccine.

Consistent with other HSPPS, these new standards focus on outcomes over processes and plans. As the experts most familiar with the unique needs of each Head Start community, local programs are responsible for establishing a process for implementing these standards. This includes reviewing and granting the exemptions for medical conditions or sincerely held religious beliefs. These new standards will be monitored through the OHS Monitoring System like other health and safety standards.

Many staff and program leaders are concerned about the impact of these new requirements on programs that may already have a difficult time recruiting and retaining staff. I appreciate Head Start staff are incredibly dedicated to the children they serve, and also under stress from many directions. I am worried about the waitlist of children who cannot attend a program because of the long-standing workforce shortages that have been exacerbated since the onset of COVID-19. As we work to ensure a healthy and vaccinated staff, we are also committed to supporting wellness and improving compensation for the Head Start workforce. I encourage programs to use available funds, including American Rescue Plan

(ARP) supplemental funds, to recruit and retain staff. I also encourage you to [talk with staff](#) about the vaccine and support them in speaking to a health care professional about their vaccination decision.

I know that navigating this road has not been easy, but we're in this together! OHS has published a [fact sheet](#), as well as responses to the [questions](#) we know you have. For more details about the research and data that supported our decisions, read the [Preamble](#) to the rule. You are invited to join our [webinar](#) to hear more about the new requirements. The Office of Head Start's [Early Childhood Learning and Knowledge Center \(ECLKC\)](#) website has information and resources about implementing [masking](#) and [staff vaccination](#) requirements.

During these uncertain times, it is also helpful to hear from others who have been successful in implementing similar requirements. The [Strategies for Staff Vaccination](#) series presents stories of programs across the country who supported their staff through COVID-19 vaccination requirements. The [MyPeers](#) Health, Safety, and Wellness community is a great place to find out how other Head Start programs are making policies and to share ideas and resources with each other. The OHS technical assistance system will continue to support grant recipients in implementing these new requirements.

I am grateful that my Head Start program was open when I was a child, and I am thankful for the many programs that are open for in-person services today. The Head Start community is a model for the country in addressing the comprehensive needs of children and families. I am so proud to work with staff who continue to answer the call to lead their communities as we get back to what Head Start programs do best: engage, nurture, teach, and support children and families face-to-face.

Sleeve up and mask up, Head Start family, as it's the best way we can care for and protect each other.

Dr. Bernadine Futrell is the Director of the Office of Head Start.

Policy Number: HS 009	Title: Communicable Disease
Performance Standard: 1302.47	Original Date: 2006 Review Date: 5/2020
USD 418 BOE Policy: JGCC	Policy Council Approval/Revision: 1/2018

POLICY:

The Early Childhood Program follows the district's policy in regards to communicable diseases. A child with a communicable disease shall not attend classes until the condition improves or is being treated.

PROCEDURE:

A child suspected of a communicable disease will be sent home with instructions on returning to school. School nurses will notify parents.

Notes will be sent home to each student in the classroom to notify parents of the possible exposure to a communicable disease. A child may not return to school until a physician has given a written release to the school.

TECHNOLOGY EXCELLENCE IN EDUCATION NETWORK
November 17, 2021, Regular Board Meeting Minutes
USD 410 Durham – Hillsboro – Lehigh District Office
6:00 p.m.

Members Present:

Jan Helmer, Vice Chairperson (via Zoom)
Mark Wendt (via Zoom)

Eric Carlson (via Zoom)
Stacey Parks (via Zoom; arrived at 6:02 p.m.)

Member Absent:

Mark Rooker

Others Present:

Lena Kleiner, Director

Jerry Hinerman, Clerk

1. Call to Order

Jan Helmer called the meeting to order at 6:01 p.m.

2. Approval of Agenda

Mark Wendt moved to approve the agenda. Motion seconded by Jan Helmer. Carried 3-0.

Stacey Parks joined the meeting via Zoom at 6:02 p.m.

3. Approval of Board Minutes

Mark Wendt moved to approve the minutes of the October 20, 2021, regular board meeting. Motion seconded by Eric Clark. Carried 4-0.

4. Approval of Payment of Bills and Financial Reports

Jan Helmer moved to approve the payment of bills totaling \$11,544.67 and the November 17, 2021, Income and Expense Reports. Motion seconded by Stacey Parks. Carried 4-0.

5. Business Items

a. Internet/IP Address Agreement Extension

Eric Carlson moved to approve the Internet/IP Address Agreement Extension with Vyve Broadband LLC. Motion seconded by Mark Wendt. Carried 4-0.

6. Other/Discussions

a. Bandwidth Increase

b. Lightspeed Internet Filter

c. TEEN Mashup Update

7. Next Meeting

8. Adjournment

Jan Helmer moved to adjourn the meeting at 6:20 p.m. Motion seconded by Mark Wendt. Carried 4-0.

Jerry Hinerman, Clerk

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

MCSEC Board Room at 6:30 p.m.

November 15, 2021

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



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

Members Absent:

Others Present: Kara Spittles, Director; Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager

I. Call to Order

Terry Deines called the meeting to order at 6:33 p.m. in the MCSEC Board Room.

II. Approval of the Agenda

Jared Jost made a motion to approve the amended agenda with the addition of Kaitlyn Ivey, Paraprofessional to Section III, B, Item 5, the addition of Lenora Williams, Paraprofessional to Section III, B, Item 6, the addition of Section IV, A, Transportation to School Programs within the Cooperative, and Section IV, B, Executive Session, seconded by Duane Kirkpatrick.

Motion carried 5-0.

III. Consider Consent Agenda

A. Approve Minutes from the October 18, 2021 Regular Meeting

B. Approve Classified Appointments

1. Harley Shields, Paraprofessional
2. Nicole Jones, Paraprofessional
3. Allison Shults, Paraprofessional
4. Lisa Unruh, Paraprofessional
5. Kaitlyn Ivey, Paraprofessional
6. Lenora Williams, Paraprofessional

C. Classified Staff Resignations

1. Tim Giles, Paraprofessional
2. Shanna Giles, Paraprofessional (Effective December 30, 2021)

D. Certified Staff Resignations

1. Kara Spittles, Executive Director (Upon the end of contract term)

E. BCBI Policy- Public Participation at Board Meetings (Open Forum)

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.

IV. Discussion/Action

A. Transportation to School Programs within the Cooperative

Discussed the current process of transporting students to school programs.

No Action Taken.

B. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 6:44 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with only the board members present, and to return to open session at 6:59 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 6:59 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:00 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with only the board members present, and to return to open session at 7:05 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 7:05 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:06 p.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with the board members and Kara Spittles present, and to return to open session at 7:11 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 7:11 p.m. Terry Deines declared the meeting out of Executive Session.

No Action Taken.

V. Director/Board Discussion/Comments

A. EMC Dividend Check

Dividend check was received from EMC insurance in the amount of \$1,154.54

B. Swindoll, Janzen, Hawk, and Loyd Audit

Audit is scheduled for December 2-3, 2021

VI. Next Meeting, December 15, 2021

Next board meeting date was moved forward to December 15, 2021 at 6:30 p.m. in the MCSEC Board Room at the consensus of the Board of Directors.

VII. Adjournment

Terry Deines adjourned the meeting at 7:16 p.m.

Terry Deines, President

Date

Shayla Hodges, Board Clerk

Date

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

MCSEC Board Room at 8:30 a.m.

November 29, 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 8:40 a.m. in the MCSEC Board Room.

II. Approval of the Agenda

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

Motion carried 5-0.

III. Discussion/Action

A. Director Contract

Kara Spittles, Director addressed the board with a request to release her from her contract with an effective date of December 31, 2021.

No Action Taken.

B. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 8:43 a.m. for matters related to personnel pursuant to the exception for non-elected personnel under KOMA, with the board members present, and to return to open session at 8:58 a.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 8:58 a.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 8:59 a.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 9:02 a.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 9:02 a.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 9:03 a.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 9:08 a.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 9:08 a.m. Terry Deines declared the meeting out of Executive Session.

Duane Kirkpatrick moved to accept Kara Spittles, Director's resignation and to release her from her contract with an effective date of December 31, 2021, seconded by Maynard Knepp.

Motion carried 5-0.

VII. Adjournment

Terry Deines adjourned the meeting at 9:10 a.m.

Terry Deines, President

Date

Shayla Hodges, Board Clerk

Date