

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

REGULAR BOARD MEETING

Monday, March 14, 2022
7:00 pm

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

**Agenda—Regular Board Meeting
USD 410 District Office Conference Room
March 14, 2022, 7:00 p.m.**

- A. Meeting called to order
- B. Approval of regular and consent agenda
 - 1. February 14 Regular Board Meeting Minutes (Appendix A)
 - 2. February 21 Special Board Meeting Minutes (Appendix B)
 - 3. February 28 Special Board Meeting Minutes (Appendix C)
 - 4. TAPP Transportation Request (After Prom)
 - 5. Tabor Transportation Request (Southern District Youth Camp)
 - 6. Disposal of Property
 - 7. Donations
- C. Action/Discussion Items
 - 1. HMS Student Computers Purchase (Appendix D)
 - 2. DCS Dishwasher Replacement Bid (Appendix E)
 - 3. USD 410 Property (Rental House) at 508 E. “A” Street, Hillsboro Kansas
 - 4. USD 410 Schools Opening Plan Updates (Appendices F & G)
- D. Executive Session for Personnel
- E. Personnel
- F. Reports
 - 1. Superintendent’s Report (Appendix H)
 - 2. TEEN Report (Appendix I)
 - 3. MCSEC Report (Appendices J, K, L, M, N, & O)
 - 4. Business Manager’s Report (Financials)
- G. Executive Session for Negotiations
- H. Adjournment

Annotated BOE Agenda March 14, 2022

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. Regular Board Meeting Minutes (Appendix A)

Minutes from the February 14 Regular Board meeting can be found in appendix A.

➤ ***Recommended Action:***

Motion to approve the minutes from the February 14 Regular Board meeting

2. February 21 Special Board Meeting Minutes (Appendix B)

Minutes from the February 21 Special Board meeting can be found in appendix B.

➤ ***Recommended Action:***

Motion to approve the minutes from the February 21 Special Board meeting

3. February 28 Special Board Meeting Minutes (Appendix C)

Minutes from the February 28 Special Board meeting can be found in appendix C.

➤ ***Recommended Action:***

Motion to approve the minutes from the February 28 Special Board meeting

4. TAPP Transportation Request (After Prom)

TAPP is requesting the use of two passenger buses to take our students to the Alley in Wichita on Saturday, April 2, 2022 after the HHS Prom. The trip will return on Sunday, April 3, 2022. TAPP will reimburse USD 410 for the cost of the trip.

➤ ***Recommended Action:***

Motion to approve the transportation request from TAPP for two buses to take our students to and from the Trojan After Prom Party on April 2nd and returning April 3rd, 2022.

5. Tabor Transportation Request (Southern District Youth Camp)

Tabor is requesting the use of two buses for their Southern District Youth Conference on June 29 & 30, 2022. Tabor (Southern District) will cover the cost of bus miles and the drivers for this request.

➤ ***Recommended Action:***

Motion to approve the transportation request from Tabor (Southern District Youth Conference) for two buses and drivers on June 29 & 30, 2022.

6. Disposal of Property

Eight access points to MCSEC – these access points are from the equipment we replaced last year in our HES building. They are currently sitting in storage not being used. After visiting with Brad Just who has been doing some IT work for the MCSEC, we believe we can update their system with these access points and lower their costs, which in turn lowers our costs. The MCSEC currently pays a monthly subscription for their access points, so we could eliminate those costs for all of us.

➤ ***Recommended Action:***

Motion to approve the disposal of property (8 access points) to the Marion County Special Education Cooperative.

7. Donations

From	Purpose	Amount
Hillsboro Community Foundation (CKCF)	HES 5 th Ks Learning Center Trip	\$450.00
Kroger	HES Site Council	\$134.24
Ag Service	FFA Program Week	\$100.00
Marion County Farm Bureau	FFA Week Program	\$100.00
Jill Larson	HES Site Council	\$26.78

➤ ***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. HMS Student Computers Purchase (Appendix D)

Lenovo ThinkPad 11e Yoga Gen 6 20SE 20SES0PT00, Qty 155, \$735.00 ea., Total cost \$113,925.00

Flip design - Core i5 8200Y / 1.3 GHz - Win 10 Pro 64-bit - UHD Graphics 615 - 8 GB RAM - 256 GB SSD - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 5 – black

➤ ***Recommended Action***

Motion to approve the purchase of 155 Lenovo ThinkPads (11e Yoga Gen 6 20SE) from TwoTrees Technologies, LLC. at a cost \$735.00 ea., for a total cost \$113,925.00

2. DCS HMHS Dishwasher Replacement Bid (Appendix E)

DCS will serve as project manager for HMHS Kitchen Dishwasher replacement.

Greenbush # 18.3 ESC-PROJMGMT2018

Dishwasher:

- Demo and disposal of existing dishwasher
- Installation of new dishwasher
- Modify water and waste piping as required
- Disconnect and reconnect of existing electrical circuit
- Verify proper operation of system

Price for this scope of work (Hobart): \$ 57,135

Price for this scope of work (CMA): \$ 32,206

Price for this scope of work (Jackson): \$ 37,699

➤ ***Recommended Action***

Motion to approve DCS Services as our project manager for the HMHS Kitchen Dishwasher replacement; Greenbush # 18.3 ESC-PROJMGMT2018 at the cost of \$32,206 for the CMA dishwasher.

3. USD 410 Property (Rental House) at 508 E. “A” Street, Hillsboro Kansas

➤ ***Action to be Determined by BOE***

4. USD 410 Schools Opening Plan Updates (Appendices F & G)

a. Take current language out of the USD 410 Schools Opening Plan.

- i. Sick (not feeling well) change 72 hours to 24 hours of being fever free without medication

➤ ***Recommended Action***

Motion to approve the following changes to the USD 410 Schools Opening Plan;

Sick (not feeling well) change 72 hours to 24 hours of being fever free without medication

b. USD 410 Quarantine Explanations (COVID 30-Temporary Guidance) January 21, 2022

- i. Title – eliminate (COVID 30-Temporary Guidance) January 21, 2022 from the title

➤ ***Recommended Action***

Motion to approve the change to the USD 410 Quarantine Explanations (COVID 30-Temporary Guidance) January 21, 2022;

- i. Title – eliminate (COVID 30-Temporary Guidance) January 21, 2022 from the title

D. Executive Session - Personnel

Motion for the Board to go into executive session to discuss hires and superintendent vacation 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. HES Preschool Aide
 - a. HES Preschool Aide – Brittany Baum – Rate of pay \$11.35 per hour – 13 hours per week

➤ **Recommended Action**
Motion to approve the hiring of Brittany Baum as HES Preschool Aide for 13 hours per week at a pay rate of \$11.35 per hour
2. Pay for Unused Vacation

➤ **Recommended Action**
Motion to pay Superintendent Max Heinrichs for unused vacation as of June 30, 2022 at his regularly hourly rate of pay.
3. Supplementals
 - a. Demetrius Cox – Summer Weight Room Supervisor

➤ **Recommended Action**
Motion to approve the supplemental contract for Demetrius Cox as Summer Weight Room Supervisor
 - b. Dustin Dalke – HHS Assistant Golf Coach

➤ **Recommended Action**
Motion to approve the hiring of Dustin Dalke as HHS Assistant Golf Coach
 - c. HHS (2nd) Assistant Softball Coach – (we need to fill due to numbers participating)

➤ **No Action**
We are pursuing a second assistant softball coach due to the number of students involved.

F. Reports

1. Superintendent's Report
 - a. Walk-in Cooler and Freezer Project Bid (Appendix H)
2. TEEN Report (Appendix I)
3. MCSEC Report (Appendix J, K, L, M, N, & O)
4. Business Manager's Report (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. Executive Session for Negotiations

Motion for the Board to go into executive session to discuss negotiations 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

H. 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.

<p style="text-align: center;">UNIFIED SCHOOL DISTRICT NO. 410 Durham-Hillsboro-Lehigh</p>
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MINUTES – REGULAR BOARD MEETING
USD 410 District Office Conference Room
February 14, 2022 7:00 p.m.

Members Present:

Jared Jost
Tim Kaufman

Rod Koons
Sara Wichert

Jessey Hiebert
Scott Winter

Member Absent:

Jim Paulus

Administrators:

Max Heinrichs

Evan Yoder

Clint Corby

Others:

Jerry Hinerman, Clerk
Malinda Just

Hailey O'Neal
Olivia Slater

Callie Plenert
Madeline Reida

A. Meeting Called to Order

Board President Jared Jost called the meeting to order at 7:00 p.m.

B. Approval of Regular and Consent Agenda

Rod Koons moved to approve the regular and consent agendas. Motion seconded by Jessey Hiebert. Carried 6-0.

Items on the consent agenda included the following:

1. Motion to approve the minutes of the January 10, 2022, regular board meeting
2. Motion to approve the following special board meeting minutes:
 - January 19, 2022, Special Board Meeting Minutes
 - January 24, 2022, Special Board Meeting Minutes
 - January 25, 2022, Special Board Meeting Minutes
 - January 26, 2022, Special Board Meeting Minutes
 - January 27, 2022, Special Board Meeting Minutes
 - January 28, 2022, Special Board Meeting Minutes
 - January 31, 2022, Special Board Meeting Minutes
3. Motion to approve the vehicle mileage report
4. Motion to approve the following donations:
 - Donation of \$2,000.00 from the Hillsboro High School Athletics Booster Club for athletics uniforms

Donation of \$478.53 from the Hillsboro High School Athletics Booster Club for volleyball and tennis hospitality supplies

Donation of \$200.00 in lumber from The Building Center for the Hillsboro High School spring drama

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Donation of \$180.00 from the Hillsboro High School Athletics Booster Club for state cross country and volleyball meals.

Donation of \$83.57 in lumber from Nate Duell for the Hillsboro High School spring drama

Donation of \$50.00 from Families and Communities Together (FACT) for preschool supplies

Donation of \$25.70 from Box Tops for Education for Hillsboro Elementary School Site Council projects

C. Action/Discussion Items

1. USD 410 Building Principal Reports
2. 2022 – 2023 Calendar
Rod Koons moved to approve the 2022 – 2023 calendar as presented. Motion seconded by Tim Kaufman. Carried 6-0
3. Vehicle Replacement Plan Update
4. New Bus Purchase
Scott Winter moved to approve the purchase of a 2023 new conventional model 65-passenger Blue Bird Bus with air conditioning for \$113,101 from Kansas Truck and Equipment Company, Inc. Motion seconded by Sara Wichert. Carried 6-0.
5. Technology Purchases
Rod Koons moved to approve the purchase of 160 Lenovo 300e Chromebooks and 160 Google Chrome OS Management Console licenses for \$49,600 from Twotrees Technologies, LLC. Motion seconded by Tim Kaufman. Carried 6-0.
6. Audit Engagement Letter
Sara Wichert moved to approve the audit engagement letter with the Loyd Group, LLC. Motion seconded by Jessey Hiebert. Carried 6-0.

D. Executive Session – Personnel

Jared Jost moved for the Board to go into executive session at 7:53 p.m. with the Superintendent, Middle/High School Principal Clint Corby, and Clerk of the Board Jerry Hinerman to discuss administrative contracts 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

Jared Jost moved for the Board to go into executive session at 8:05 p.m. with the Superintendent, Middle/High School Principal Clint Corby, and Clerk of the Board Jerry Hinerman to discuss administrative contracts and supplemental contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 8:15 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.

Clerk of the Board Jerry Hinerman left the executive session at 8:13 p.m. at the Board's request

Regular Session

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February 14, 2022

Jared Jost moved for the Board to go into executive session at 8:15 p.m. with the Superintendent, and Middle/High School Principal Clint Corby to discuss administrative contracts and supplemental contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 8:25 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

E. Personnel

1. Administrator Contract Extensions

Hillsboro Middle/High School Assistant Principal and USD 410 Activities Director – Extend 2-Year Contract through June 30, 2024

TEEN Director – Extend 2-Year Contract through June 30, 2024

USD 410 Technology Director – Extend 1-Year Contract through June 30, 2023

USD 410 Business Manager – Extend 1-Year Contract through June 30, 2023

Rod Koons moved to extend the two-year contracts of Robert Rempel to serve as Hillsboro Middle/High School Assistant Principal and USD 410 Activities Director and Lena Kleiner to serve as TEEN Director through June 30, 2024, and to extend the one-year contracts of Brad Just to serve as USD 410 Technology Director, and Jerry Hinerman to serve as USD 410 Business Manager through June 30, 2023. Motion seconded by Scott Winter. Carried 6-0.

2. Supplemental Contracts

a. Kolby Bunch-Dennis – Hillsboro Middle/High School Assistant Track Coach

Tim Kaufman moved to approve the issuance of a contract to Kolby Bunch-Dennis to serve as Hillsboro Middle/High School Assistant Track Coach. Motion seconded by Sara Wichert. Carried 6-0.

b. Owen Wegner – Hillsboro Middle/High School Assistant Track Coach

Rod Koons moved to approve the issuance of a contract to Owen Wegner to serve as Hillsboro Middle/High School Assistant Track Coach. Motion seconded by Scott Winter. Carried 6-0.

Tim Kaufman moved to approve the addition of Item E3 One-Time Stipends for Work During the Superintendent Search to the agenda. Motion seconded by Scott Winter. Carried 6-0.

3. One-Time Stipends for Work During the Superintendent Search

Rod Koons moved to approve the payment of the following one-time stipends for work during the superintendent search. Motion seconded by Sara Wichert. Carried 6-0.

Jerry Hinerman	\$1,000
Carla Harmon	\$ 250
Pati Funk	\$ 100
Karen Goossen	\$ 100

F. Reports

1. Superintendent's Report

a. Stadium Operations Committee Report

b. Asset Services

c. Bike Across Kansas (June 15, 2022)

2. TEEN Report

3. MCSEC Report

MINUTES

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February 14, 2022

4. Business Manager's Report

Scott Winter moved to approve the payment of bills totaling \$591,722.16 and the following reports. Motion seconded by Sara Wichert. 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

G. Adjournment

President Jared Jost declared the meeting adjourned at 8:52 p.m.

Jerry Hinerman, Clerk

<p style="text-align: center;">UNIFIED SCHOOL DISTRICT NO. 410 Durham-Hillsboro-Lehigh</p>
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MINUTES – SPECIAL BOARD MEETING
USD 410 District Office Conference Room
February 21, 2022 3:30 p.m.

Members Present:

Jared Jost
Tim Kaufman
Scott Winter (via phone)

Rod Koons
Jim Paulus

Jessey Hiebert
Sara Wichert

Administrators:

Max Heinrichs

Clint Corby

Others:

Jerry Hinerman, Clerk

Malinda Just

A. Meeting Called to Order

President Jared Jost called the meeting to order at 3:30 p.m.

B. Approval of Agenda

Rod Koons moved to approve the agenda. Motion seconded by Jim Paulus. Carried 7-0.

C. Executive Session for Non-Elected Personnel

Jared Jost moved for the Board to go into executive session at 3:30 p.m. with Clint Corby to discuss a resignation and building principal contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 3:45 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Jim Paulus. Carried 7-0.

Regular Session

Jared Jost moved for the Board to go into executive session at 3:45 p.m. with Clint Corby to discuss a resignation and building principal contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 3:55 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Jim Paulus. Carried 7-0.

Regular Session

Jared Jost moved for the Board to go into executive session at 3:55 p.m. with Clint Corby to discuss a resignation and building principal contracts pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 4:05 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Jim Paulus. Carried 7-0.

Regular Session

D. Personnel

1. Resignation

Jim Paulus moved to approve the resignation of Nathan Hiebert from his positions as Hillsboro Middle/High School Business Instructor, Coach, Sponsor, and CTE Director effective at the end of the 2021 – 2022 school year. Motion seconded by Rod Koons. Carried 7-0.

2. Building Principal Contracts

a. Hillsboro Elementary School Building Principal Contract

Rod Koons moved to approve the issuance of a two-year contract (2022 – 2023 and 2023 – 2024 school years) to Nathan Hiebert to serve as Hillsboro Elementary School Principal for an annual salary of \$79,000. Motion seconded by Jim Paulus. Carried 6-1.

b. Hillsboro Middle/High School Building Principal Contract

Rod Koons moved to approve the issuance of a two-year contract (2022 – 2023 and 2023 – 2024 school years) to Tyler Weinbrenner to serve as Hillsboro Middle/High School Principal for an annual salary of \$84,000. Motion seconded by Sara Wichert. Carried 7-0.

E. Adjournment

Jared Jost declared the meeting adjourned at 4:07 p.m.

Jerry Hinerman, Clerk

<p style="text-align: center;">UNIFIED SCHOOL DISTRICT NO. 410 Durham-Hillsboro-Lehigh</p>
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MINUTES – SPECIAL BOARD MEETING
USD 410 District Office Conference Room
February 28, 2022 **5:00 p.m.**

Members Present:

Jared Jost
Tim Kaufman
Scott Winter

Rod Koons
Jim Paulus

Jessey Hiebert
Sara Wichert

Administrators:
Max Heinrichs

Others:

Jerry Hinerman, Clerk

Isabelle Whorton

A. Meeting Called to Order

President Jared Jost called the meeting to order at 5:00 p.m.

B. Approval of Agenda

Tim Kaufman moved to approve the agenda. Motion seconded by Rod Koons. Carried 7-0.

C. Action and Discussion Items

1. 2021 – 2022 USD 410 Schools Opening Plan Update
Jessey Hiebert moved to approve the removal of the requirement for wearing masks in all school buses and other school-owned vehicles after the CDC removed this requirement making masks optional in all school-owned vehicles. Motion seconded by Jim Paulus. Carried 7-0.

D. Adjournment

Jared Jost declared the meeting adjourned at 5:02 p.m.

Jerry Hinerman, Clerk



Twotrees Technologies, LLC
200 North Emporia St
Suite #300
Wichita, Kansas 67202
United States
(P) 800-364-5700
(F) 316-636-2166

Quotation (Open)

Date

Feb 09, 2022 02:50 PM MST

Modified Date

Feb 10, 2022 02:24 PM MST

Quote #

34657 - rev 1 of 1

Description

155 Yoga 11e's NASPO ValuePoint Master
Price Agreement (MPA) # MNWNC-117

SalesRep

Salazar, Lisa
(P) 602-740-1133
(F) 480-718-7372

Customer Contact

Just, Brad
(P) (620) 947-3991
brad.just@usd410.net

Customer

Hillsboro USD 410 (HU0046)
Just, Brad
812 East A St
Hillsboro, KS 67063
United States
(P) (620) 947-3991

Bill To

Hillsboro USD 410
Payable, Accounts
812 East A St
Hillsboro, KS 67063
United States
(P) (620) 947-3184

Ship To

Hillsboro USD 410
Just, Brad
812 East A St
Hillsboro, KS 67063
United States
(P) (620) 947-3184

Customer PO:**Terms:**

Undefined

Ship Via:

UPS Ground

Special Instructions:**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Lenovo ThinkPad 11e Yoga Gen 6 20SE Flip design - Core i5 8200Y / 1.3 GHz - Win 10 Pro 64-bit - UHD Graphics 615 - 8 GB RAM - 256 GB SSD - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 5 - black	20SES0PT00	Yes	155	\$735.00	\$113,925.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$113,925.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$113,925.00



March 14, 2022

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

RE: HS/MS Dishwasher

Greenbush # 18.3 ESC-PROJMGMT2018

Dishwasher:

- Demo and disposal of existing dishwasher
- Installation of new dishwasher
- Modify water and waste piping as required
- Disconnect and reconnect of existing electrical circuit
- Verify proper operation of system

Price for this scope of work (Hobart):	\$ 57,135
Price for this scope of work (CMA):	\$ 32,206
Price for this scope of work (Jackson):	\$ 37,699

Not Included:

Work beyond this scope, bond, asbestos abatement, temperature controls, 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

USD 410 Schools Opening Plan

Subject	Guidelines
Masks	<ul style="list-style-type: none"> Masks are Optional if students and staff choose to wear them. Masking on all USD 410 vehicles is optional (BOE Approved 2.28.22)
Physical Distancing	<ul style="list-style-type: none"> USD 410 will physical distance to a minimum of three feet, and more wherever possible.
Hygiene Measures	<ul style="list-style-type: none"> Promote hand washing and hand sanitizing. Provide student, staff, and administration time to wash and sanitize hands. Maintain all hand sanitizing stations at key entrances to building and other high traffic locations. School Nurse will teach and create a video of proper hand washing techniques (or CDC videos). School Nurse will teach and create a video showing the appropriate techniques for covering a cough and sneeze (or CDC videos). Sanitizer will be available in each classroom and school administrative offices. All HVAC units have been equipped with ionizers to help with air quality.
Sick (not feeling well)	<ul style="list-style-type: none"> Parents are encouraged to be extra cautious about sending their child to school if the child is not feeling well. If your child has a fever they will need to stay at home until after 24 hours of being fever free without medication.
Cleaning & Maintaining Facilities	<ul style="list-style-type: none"> USD 410 will clean and sanitize our buildings as recommended. Classroom teachers will also have readily available cleaning supplies in their classrooms to sanitize high use surfaces if needed and at the end of each class period if needed. We will continue to have hand sanitizer available at each main entrance of our buildings and every classroom.
Contact Tracing, Isolation & Quarantines (See Marion Co. Health Dept. Protocols)	<ul style="list-style-type: none"> The USD 410 Nurse and Administration will work with the local health providers, the Marion County Health Department, and the Kansas Department of Health and Environment when needed to protect the safety of our students, teachers, staff, and administration.
Diagnostic Screening & Testing	<ul style="list-style-type: none"> USD 410 plans to provide Voluntary COVID 19 Testing, after the Board approved voluntary testing at our September 13, 2021 USD 410 Board Meeting. We are working with the Hillsboro Community Hospital and KDHE to start testing on Monday, September 27, 2021. (BOE Approved September 13, 2021) USD 410 Schools will work with our students, their parents, their family physician, Hillsboro Community Hospital, Marion County Health Department, or other local testing sites when students need to be screened for COVID-19 symptoms.

Vaccinations	<ul style="list-style-type: none"> USD 410 students and staff <u>will not be required to be vaccinated</u> for COVID-19 to attend school. USD 410 will work with the Marion County Health Department to provide vaccinations onsite in future if there is a need, or a request from our families to do so. We will provide information of our local vaccination providers for those who request it.
Accommodations for Children with Disabilities	<ul style="list-style-type: none"> USD 410 Schools, along with the Marion County Special Education Cooperative Interlocal #617, will continue to make appropriate accommodations for children with disabilities in all aspects including health and safety concerns according to the Individual Education Plan or 504 needs of the student.
Coordination with State and Local Health Officials	<ul style="list-style-type: none"> USD 410 Schools will continue to coordinate with State and local health officials to keep our students, staff, and community safe. The Superintendent of Schools and school nurse will be in contact with the Marion County Health Department on a weekly, or daily basis if needed.
Continuity of Services	<ul style="list-style-type: none"> Academic Needs will be met through continued, full-time, in person instruction. Social, emotional, and mental health needs will be met through social, emotional curriculum, counseling and partnerships with Prairie View Mental Health if needed. ALL students will have access to free breakfast and lunch daily as well as school nursing services.
Learning Opportunities	<ul style="list-style-type: none"> Virtual learning opportunities are available for grades 6-12 through the TEEN Network. Please contact Lena Kleiner TEEN Director. Email: lena.kleiner@usd410.net Phone: (620) 947-3184 (opt# 3)
Food Service	<ul style="list-style-type: none"> All students will eat at no cost (except a la carte items) per federal guidelines. <u>Household Income Survey</u> will be used in lieu of federal free/reduced lunch form during the 2021-22 school year. This form will also determine enrollment fees if applicable. This funding is essential for us to maintain the level of programming we have in the present and future school years. Students who desire the a la carte items to their lunch will be responsible for the cost of the a la carte items. All purchases must be made through the student's food service account. Please make sure they have funds available in their account.
Transportation	<ul style="list-style-type: none"> Masking on all USD 410 vehicles is optional (BOE Approved 2.28.22)

Approved; Aug. 9, 2021, Sept. 13, 2021, February 28, 2022

USD 410 Quarantine Explanations

Positive Case

- Student isolates at home for 5 full days from positive test result.
- Students must test day 6 and have a negative result to return, if still positive quarantine continues for 5 additional days or can test on day 7 and return with negative test.
- If symptoms are improving and no fever for 24 hours without the use of fever reducing medication, may return to school with a well fitting mask for 5 full days.
- Activity participation can resume 10 days after a positive test, unless participants wear a well-fitting mask while participating, then it can resume after 5 days.

Susceptible Home Contact

(Unvaccinated, no positive lab confirmed test in past 90 days)

- Household contacts need to stay home during the entirety of the case's home isolation period, a minimum of 5 days. After that period, begins testing to stay every other day for 5 days.
- Household contacts will also wear a well-fitting mask indoors and outdoors while testing to stay.

Not Susceptible Home Contact

Vaccinated or boosted within the past 5 months (Pfizer and Moderna)

Vaccinated or boosted in the past 2 months (Johnson & Johnson)

Lab Confirmed Positive test in past 90 days

- Fully vaccinated/immune contacts do not need to quarantine and do not need a mask.

Other Information

- School contacts are no longer subject to contact tracing.
- Home tests and antibody tests are not allowable results for return.
- If testing days fall on the weekend, student will be tested the next available testing day.
- Must follow KDHE quarantine outside of school.



March 8, 2022

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

RE: HS/MS Walk-in Cooler/Freezer

Greenbush # 18.3 ESC-PROJMGMT2018

Walk-in Cooler/Freezer:

- Demo and dispose of walk-in cooler/ freezer box
- Installation of new piping supports for piping on top of cooler
- Temporary relocate existing electrical conduit as required for demo
- Installation of new cooler/freezer equipment
- Install new evaporators and set condensing unit on roof
- Installation of new refrigerant piping and accessories as required
- Disconnect and reconnect of existing electrical

BUDGET Price for this scope of work (Kolpak):	\$ 79,200
BUDGET Price for this scope of work (U.S. Cooler):	\$ 74,207
BUDGET Price for this scope of work (Bally):	\$ 73,324

Current Estimated Lead Times: 6- 8 months

Not Included:

Work beyond this scope, bond, asbestos abatement, temperature controls, 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.

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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.

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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

TECHNOLOGY EXCELLENCE IN EDUCATION NETWORK
February 16, 2022, Regular Board Meeting Minutes
USD 408 Marion – Florence District Office
6:00 p.m.

Members Present:

Mark Wendt, Chairperson
Jessey Hiebert

Jan Helmer

Eric Carlson

Members Absent:

Stacey Parks

Others Present:

Lena Kleiner, Director

Jerry Hinerman, Clerk

1. Call to Order

Mark Wendt called the meeting to order at 6:05 p.m.

2. Approval of Agenda

Jan Helmer moved to approve the agenda. Motion seconded by Eric Carlson. Carried 4-0.

3. Approval of Board Minutes

Jan Helmer moved to approve the minutes of the January 12, 2022, regular board meeting. Motion seconded by Jessey Hiebert. Carried 4-0.

4. Approval of Payment of Bills and Financial Reports

Jan Helmer moved to approve the payment of bills totaling \$62,310.64 and the February 16, 2022, Income and Expense Reports. Motion seconded by Eric Carlson. Carried 4-0.

5. Business Items

a. March Meeting Date

Jan Helmer moved to approve changing the March TEEN board meeting to Tuesday, March 8, 2022, at 5:00 p.m. at the USD 410 District Office. Motion seconded by Jessey Hiebert. Motion carried 4-0.

b. Lightspeed Relay Internet Filter Bid

Eric Carlson moved to accept the bid from NexTech for Lightspeed Relay internet filtering for \$25,434.78 and to enter into a 3-year agreement with NexTech. Motion seconded by Jessey Hiebert. Carried 4-0.

6. Other/Discussions

- a. TEEN Virtual Academy Update
- b. Battery Backups
- c. TEEN Online Classes

7. Next Meeting

See Item 5a.

8. Adjournment

Mark Wendt adjourned the meeting at 6:38 p.m.

Jerry Hinerman, Clerk

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

MCSEC Board Room at 4:00 p.m.

January 26, 2022

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



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

Members Absent:

Others Present: Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager; Gary Sechrist, KASB Consultant

I. Call to Order

Terry Deines called the meeting to order at 4:03p.m. in the MCSEC Board Room.

II. Approval of the Agenda

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

Motion carried 5-0.

III. Discussion/Action

A. Director Search

a. Reviewed online survey results:

i. Personal Qualities

1. Approachable
2. Kids first personality
3. Skilled communicator
4. Do what is right mentality

ii. Leadership Qualities

1. Proactive/forward thinker
2. Out of the box thinker
3. Manager of resources/budget

iii. Experiences

1. Experience of business and operations of school
2. Previous Director experience
3. Experience with diverse socioeconomic demographics

iv. Comments from Survey

1. 45 of 58 individuals commented
- b. Reviewed focus group findings:
 - i. Personal Qualities
 1. Communication Skills
 2. Collaborative Team Leader
 3. Knowledge of SPED Compliance/SPED Law
 - ii. Strengths of District for New Director to Support
 1. Staff working collaboratively
 2. Compassionate staff
 - iii. Critical Needs of District
 1. Budget/Personnel
 2. Unification of SPED and General Education
 - iv. Single Characteristics that Separate the Best Candidate
 1. Compassionate
 2. SPED Law
 3. Administrative Experience
- c. Salary Comparison
 - i. Salary range for new Director
- d. Interview Questions
 - i. Board Clerk to assign interview questions to Board Members
- e. Interview Day
 - i. Candidates meet with office staff, Superintendents, and potential tours of special programs
 - ii. Dinner
 - iii. Interview

IV. Adjournment

Terry Deines adjourned the meeting at 4:59 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date

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

MCSEC Board Room at 6:30 p.m.

February 2, 2022

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



Members Present: Terry Deines, Duane Kirkpatrick, Jared Jost, Maynard Knepp (Via Zoom), Donna Glover (Via Zoom)

Members Absent:

Others Present: Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager; Gary Sechrist, KASB Consultant

I. Call to Order

Terry Deines called the meeting to order at 6:30 p.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. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 6:30 p.m. to discuss Director Candidates pursuant to the exception for non-elected personnel under KOMA, with Gary Sechrist and the Board Members present, and to return to open session at 7:15 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 7:15 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:16 p.m. to discuss Director Candidates pursuant to the exception for non-elected personnel under KOMA, with Gary Sechrist and the Board Members present, and to return to open session at 7:26 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Shayla Hodges, Board Clerk entered at 7:23 p.m.

At 7:26 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:28 p.m. to discuss Director Candidates pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 7:43 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 7:43 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:44 p.m. to discuss Director Candidates pursuant to the exception for non-elected personnel under KOMA, the Board Members present, and to return to open session at 7:49 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 7:49 p.m. Terry Deines declared the meeting out of Executive Session.

No Action Taken.

B. Director Search

Shayla Hodges, Clerk reviewed details of Interview Day with the Board Members.

IV. Adjournment

Terry Deines adjourned the meeting at 7:57 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date

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

MCSEC Board Room at 5:30 p.m.

February 7, 2022

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



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

Members Absent:

Others Present: Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager; Larry Geist, USD397 Superintendent; Aaron Homburg, USD408 Superintendent; Max Heinrichs, USD410 Superintendent; Mark Crawford, USD411 Superintendent; Ron Traxson, Interim Director Candidate

I. Call to Order

Terry Deines called the meeting to order at 5:36 p.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. Waiver of Notice

Board of Directors signed the waiver of notice, attested by the Clerk of the Board.

IV. Discussion/Action

A. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 5:37 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Ron Traxson and the Board Members present, and to return to open session at 6:37 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Ron Traxson exited the executive session at 6:18 p.m.

Shayla Hodges entered the executive session at 6:20 p.m.

At 6:37 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines motioned for a break at 6:38 p.m. until 6:43 p.m., seconded by Duane Kirkpatrick.

Motion carried 5-0.

Terry Deines moved to go into executive session at 6:44 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Superintendents and the Board Members present, and to return to open session at 7:29 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Ron Traxson entered the executive session at 6:52 p.m. and exited at 7:00 p.m. Superintendents exited the executive session at 7:04 p.m.

At 7:28 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:29 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shayla Hodges and the Board Members present, and to return to open session at 7:49 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Donna Glover moved to hire Ron Traxson as the Interim Executive Director of MCSEC with a salary of \$35,000 with the addition of KPERS After Retirement Contributions paid by MCSEC from February 14, 2022 until June 30, 2022, seconded by Jared Jost.

Motion carried 5-0.

V. Adjournment

Terry Deines adjourned the meeting at 7:54 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date

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

MCSEC Board Room at 5:30 p.m.

February 10, 2022

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



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

Members Absent:

Others Present: Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager; Shane Clark, Candidate

I. Call to Order

Terry Deines called the meeting to order at 5:35 p.m. in the MCSEC Board Room.

II. Approval of the Agenda

Duane Kirkpatrick made a motion to approve the agenda, seconded by Donna Glover.

Motion carried 5-0.

III. Waiver of Notice

Board of Directors signed the waiver of notice, attested by the Clerk of the Board.

IV. Discussion/Action

A. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 5:36 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shane Clark and the Board Members present, and to return to open session at 6:06 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 6:06 p.m. Terry Deines declared the meeting out of Executive Session.

Duane Kirkpatrick motioned for a break at 6:07 p.m. and to return to executive session at 6:12 p.m., seconded by Donna Glover.

Motion carried 5-0.

Terry Deines moved to go into executive session at 6:13 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shane Clark and the Board Members present, and to return to open session at 7:13 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost. Motion carried 5-0.

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

Terry Deines moved to go into executive session at 7:14 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shane Clark and the Board Members present, and to return to open session at 7:29 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost. Motion carried 5-0.

At 7:29 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:30 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shane Clark and the Board Members present, and to return to open session at 7:40 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost. Motion carried 5-0.

At 7:40 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:41 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Shane Clark and the Board Members present, and to return

to open session at 7:51 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.
Motion carried 5-0.

Shane Clark left the meeting at 7:44 p.m.

At 7:51 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 7:52 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 8:02 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.
Motion carried 5-0.

At 8:02 p.m. Terry Deines declared the meeting out of Executive Session.
No action taken.

V. Adjournment

Terry Deines adjourned the meeting at 8:04 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date

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

MCSEC Board Room at 11:45 a.m.

February 11, 2022

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



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

Members Absent:

Others Present: Shayla Hodges, Board Clerk; Jennifer Smith, Business Manager; Justin Wasmuth, Candidate

I. Call to Order

Terry Deines called the meeting to order at 11:49 p.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. Waiver of Notice

Board of Directors signed the waiver of notice, attested by the Clerk of the Board.

IV. Discussion/Action

A. Executive Session

1. Personnel

Terry Deines moved to go into executive session at 11:50 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Justin Wasmuth and the Board Members present, and to return to open session at 12:10 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 12:10 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 12:11 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected

personnel under KOMA, with Justin Wasmuth and the Board Members present, and to return to open session at 12:16 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 12:16 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines motioned for a break at 12:16 and to return to executive session at 12:19 p.m., seconded by Duane Kirkpatrick.

Motion carried 5-0.

Terry Deines moved to go into executive session at 12:20 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Justin Wasmuth and the Board Members present, and to return to open session at 1:20 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Justin Wasmuth left the executive session at 1:12 p.m.

At 1:20 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 1:21 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 1:31 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 1:31 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 1:32 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 1:42 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 1:42 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 1:43 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 1:48 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

At 1:48 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 1:49 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with the Board Members present, and to return to open session at 1:59 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Justin Washmuth entered the executive session at 1:55 p.m.

At 1:59 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 2:00 p.m. to discuss specific personnel related to the Director Search, pursuant to the exception for non-elected personnel under KOMA, with Justin Wasmuth and the Board Members present, and to return to open session at 2:05 p.m. in this room. The executive session is required to protect the privacy interests of an identifiable individual(s). Motion seconded by Jared Jost.

Motion carried 5-0.

Justin Wasmuth left the executive session at 2:01 p.m.

At 2:05 p.m. Terry Deines declared the meeting out of Executive Session.

No action taken.

V. Adjournment

Terry Deines adjourned the meeting at 2:08 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date

Marion County Special Education Cooperative #617
Board of Directors Special Meeting
AGENDA
February 16, 2022

Meeting convenes at 6:30 p.m. in the MCSEC Board Room, 1500 E. Lawrence, Marion, KS

- I. Call to Order
- II. Adoption of Agenda
- III. Waiver of Notice
- IV. Discussion/Action
 - A. Executive Session
 - 1. Personnel
- V. Adjournment