### Budget Hearing – USD 112 Aug. 12, 2019 6:00 p.m.

USD #112 Board of Education met for the 2019-2020 budget hearing for USD 112 Central Plains Monday evening, August 12, 2019 at 6:00 p.m. in the Central Plains Elementary School Library in Holyrood, KS, with the following attending:

#### **Board Members:**

Michelle Brokes
Tony Zink
Jacob Charvat
Brad Schiermeyer
Tami Schepmann
Jerry Bieberle (arrived 6:15 p.m.)
Cherlyn Maier

Also attending were Greg Clark, Superintendent, Diane Ney, Clerk, Darlene Lank, Treasurer, Jane Oeser, Central Plains Elementary Principal, Randy Fox, PK-12 Principal at Wilson, Toby Holmes, Central Plains Jr-Sr High School Principal, and the attached list of patrons.

Mr. Clark conducted the budget hearing for the 2019-2020 school year. He reviewed the mill levies for the general fund, local option budget, and capital outlay funds. Overall, the mill levy decreased by 1.506 mills over last year. He also reviewed the Notice of Hearing (Code 99), form 150, which calculates or computes the General Fund, and form 155, which calculates the Supplemental General Fund or Local Option Budget. The General Fund revenue and expenditures were reviewed along with the Virtual Fund, with an increase in revenue due to the partnership with Graduation Alliance and the projected increase in 19-year-olds and older completed credit hours.

On motion by Brad Schiermeyer and seconded by Jacob Charvat, the board voted 7-0 to approve the budget as presented for the 2019-2020 school year.

On motion by Brad Schiermeyer and seconded by Jacob Charvat, the board voted 7-0 to adjourn the budget hearing.

Ro11

Budget Hearing

Approve 2019-20 Budget

Adjourn Hearing

### Minutes - Regular Board Meeting - USD 112 Aug. 12, 2019

USD #112 Board of Education continued with the regular session meeting, Monday evening, Aug. 12, 2019 in the Central Plains Elementary School Library in Holyrood, KS.

On motion by Tami Schepmann and seconded by Cherlyn Maier, the board voted 7-0 to approve the agenda with the following addition: Item 12b) Bus Stop at Bushton; Item 15 – additional positions to include: Leslie Wright, Custodian at CPJSHS, Maddy Demel, Asst. HS Track Coach at CPJSHS; and Tracey McKenna, part-time Early Childhood Para at CPES; and Item 18b) Executive Session for Attorney/Client Privilege.

Approve Agenda

On motion by Cherlyn Maier and seconded by Brad Schiermeyer, the board voted 7-0 to approve the minutes of the July 8, 2019 board meeting.

Approve Minutes

On motion by Cherlyn Maier and seconded by Tami Schepmann, the board voted 7-0 to approve all invoices in the amount of \$306,137.82.

Approve Invoices

On motion by Brad Schiermeyer and seconded by Cherlyn Maier, the board voted 7-0 to approve the treasurers' report as presented.

Approve Treasurer's Report

The board of education reviewed the cash summary report and the bank balances were reconciled with the treasurer's report as of July 31, 2019. They also reviewed the final end-of-year transfer figures for the 2018-2019 school year.

Bank Reconciliation

Michelle Brokes welcomed everyone in attendance.

Welcome

Rita Stephens, Don Siemsen, Marlin Sittner and Dennis Zink addressed the board in Public Forum. Topics included notice of non-renewal; closing Bushton school; executive sessions; art-on-a-cart; supporting two high schools; graduate pictures at the Bushton school to be moved to the Bushton Community Center; obtaining additional bids on projects; use of facility at Bushton; football field at Bushton; and administrative costs.

Public Forum

Building reports, given by the administrators, were as follows:

Jane Oeser presented the latest enrollment numbers for CPES-Holyrood with 205 students, grades PK-6<sup>th</sup>, which is the same as last year. She also discussed Pathways to Reading and MTSS training; back-to-school inservice activities for staff and also students; upcoming parent orientation; 5<sup>th</sup> & 6<sup>th</sup> grade band; and upcoming 4<sup>th</sup> grade ag-day field trip.

Principals' Reports

### Aug. 12, 2019 Minutes - Pg. 2

Randy Fox presented the current enrollment figures for Wilson Elementary, grades Pre-school through 6<sup>th</sup>, at 93 students and Wilson Jr-Sr High School, grades 7-12 at 61 students for a total of 154 students. He also reported on Meet-n-Greet for students and staff; and other back-to-school inservice activities for staff.

Principals Reports (cont)

Toby Holmes presented the current enrollment figures at CPJSHS-Claflin, with 110 students enrolled, for grades 7-12; with a few more students that may still enroll. He also reported the gym floor is completed; back-to-school inservice activities for teachers, students and parent orientation meeting; and practices for fall sports will begin on Monday, August 19<sup>th</sup>.

On motion by Tami Schepmann and seconded by Cherlyn Maier, the board voted 7-0 to approve all substitutes as presented.

By consensus, the following board members will serve on the Hall of Fame committee for the upcoming year: Tony Zink, Michelle Brokes, and Cherlyn Maier.

Mr. Clark discussed the baseball/softball field at Claflin, which is currently owned by the school district. The board discussed the cost of the insurance coverage on the field and the cost of the maintenance to the field.

On motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 6-0-1 to sell the baseball/softball field to the City of Claflin for \$1.00. Jacob Charvat abstained.

On motion by Jerry Bieberle and seconded by Tony Zink, the board voted 7-0 to approve the Farmer Township Library Agreement.

Mr. Clark opened discussion on the proposed bus stop at Bushton. It was suggested by several patrons to have the bus stop at the school building in Bushton. The board directed the administration to work out the details on having the bus stop at the school building in Bushton.

Mr. Clark presented to the board the updated property/casualty/liability insurance coverage figures including the school building at Bushton.

Approve Substitutes

Consensus Agreement -HOF Committee

Discussion baseball/softball field at Claflin

Approve sell of Baseball Field Softball Field to City of Claflin

Approve Farmer Township Library Agree.

Discussion -Bus stop at Bushton

Discussion District
Insurance

### Aug. 12, 2019 Minutes - Pg. 3

On motion by Jacob Charvat and seconded by Tony Zink, the board voted 7-0 to approve Option 2 for the district policy, at a cost of \$130,087, with a \$3,000,000 building coverage and \$100,000 content coverage on the school building in Bushton.

Approve District Insurance Policy Coverage for 2019-2020

On motion by Brad Schiermeyer and seconded Cherlyn Maier, the board voted 7-0 to take a 5-minute break at 8:00 p.m. and return to regular meeting at 8:05 p.m.

Break

The board returned to the regular meeting at 8:05 p.m.

On motion by Tami Schepmann and seconded by Brad Schiermeyer, the board voted 7-0 to approve a bike raffle for the athletic department at CPJSHS – Claflin.

Approve Bike Raffle at CPJSHS

On motion by Cherlyn Maier and seconded by Jacob Charvat, the board voted 7-0 to approve the following positions:

Brenda Buehler – Part-time nurse at Wilson Schools

Dan Gunder – Assistant JH Boys Basketball Coach - CP

Ruth Potter – Jr-Hi Cheerleading Sponsor - CP

Megan Cates – High School Dance Sponsor - CP

Maddy Demel – High School Asst. Track Coach - CP

Leslie Wright – Custodian at CPJSHS

Tracey McKenna – Part-time Early Childhood Para – CPES

Approve Personnel

By consensus, the board agreed to allow the graduate pictures at the school building in Bushton, be moved to the Bushton Community Center.

Consensus
Agreement Move graduate
pictures to
Bushton Comm. Ctr.

Mr. Clark reported on the following: back-to-school inservice activities for the 2019-20 school year, included a poverty simulation, presented by Jen Stelter, to all staff; first day of school will be Thursday, the 15<sup>th</sup> of August; Futures Committee consists of 12 members across the district and the first meeting is scheduled for Aug. 27<sup>th</sup>; watering the football field at Claflin and the KSU extension office provided additional information on the care of the field; there will be weekly meetings with Graduation Alliance going forward for the Lakeside Learning Center.

Superintendent's Report

On motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 7-0 to go into Executive Session at 8:25 p.m., for 20 minutes, with Greg Clark and John Sherman to be on call, to discuss matters relating to certified teachers' salaries, pursuant to the exception for employer-

Executive Session employee negotiations under KOMA, and return to open meeting at 8:45 p.m.

The board returned to open meeting at 8:45 p.m. and on motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 7-0 to go back into Executive Session at 8:45 p.m., for 15 minutes, with Greg Clark and John Sherman to be on call, to discuss matters relating to certified teachers' salaries, pursuant to the exception for employer-employee negotiations under KOMA, and return to open meeting at 9:00 p.m.

Executive Session (cont)

The board returned to open meeting at 9:00 p.m.

On motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 7-0 to go into Executive Session at 9:05 p.m., for 15 minutes, to discuss the potential sale of district real property, under attorney/client privilege, pursuant the exception for real property under the KOMA and return to open meeting at 9:20 p.m.

Executive Session

The board returned to open meeting at 9:20 p.m. and on motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 7-0 to go back into Executive Session at 9:20 p.m., for 10 minutes, to discuss the potential sale of district real property, under attorney/client privilege, pursuant the exception for real property under the KOMA and return to open meeting at 9:30 p.m.

The board returned to open meeting at 9:30 p.m. and on motion by Tony Zink and seconded by Brad Schiermeyer, the board voted 7-0 to go back into Executive Session at 9:30 p.m., for 10 minutes, to discuss the potential sale of district real property, under attorney/client privilege, pursuant the exception for real property under the KOMA and return to open meeting at 9:40 p.m.

Executive Session (cont)

The board returned to open meeting at 9:40 p.m.

Open agenda items included bus damage and replacement; safe and secure funds; and supplemental coaching duties at Wilson.

Open Agenda

### Aug. 12, 2019 Minutes - Pg. 5

The next board meeting will be Sept. 9, 2019 at CPJSHS – Claflin. Agenda items will include negotiations and salaries for staff.

Next board meeting at CPJSHS - Claflin

On motion by Jacob Charvat and seconded by Brad Schiermeyer, the board voted 7-0 to adjourn the meeting at 9:45 p.m.

Adjourn

Osciel hey

President

### USD #112 Board of Education August 12, 2019 – Regular Board Meeting Guest Registration

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Batsy Siengey			
Harald Fiemsqu	9		
Karen Riggs	·		
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Betty Dobrman			
DENNIS ZINK			
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# If you wish to address the board, please sign below. Thank you!

### USD #112 Board of Education August 12, 2019 Regular Board Meeting

### **Public Forum**

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Name Rita Stephens Don Siemsen	Name
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## If you wish to address the board, please sign below. Thank you!

### USD #112 Board of Education August 12, 2019 Regular Board Meeting

# Public Forum

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# 2019 - 2020 SUBSTITUTE TEACHERS USD #112 Central Plains

NAME				<u>CERTIFICATE</u> <u>ENDORSEMENT</u>	LEVEL
Beneda, Marcie	PO Box 426 (District wide)	Wilson, KS 67490	785-658-2199 (H)	Professional License	K-9
Beran, Kristi	1383 Kinzel St., (Central Plains schools	Odin, KS 67525 only - all grades)	620-992-7105 (cell) 620-587-3497 (h)	Emergency Sub	PreK-12
Berthelson, Trudy	101 Cedar Crest (no PreK or Kdgt)	Ellsworth, KS 67439	785-472-1272	Standard Sub	K-12
Bogner, John	887 NE 140 Rd. (Central Plains JSHS on	Odin, KS 67525 <mark>ly)</mark>	620-587-3317 (h) 620-617-6911 (cell)	Emergency Sub	7-12
Busker, Gay	1455 N Seitz (Wilson only grades 7-1)	Russell, KS 67665	785-483-1909	Professional License	
Cooper, Sharon	PO Box 177 (Grades 6-12 only)	Chase, KS 67524	620-938-2542 (h) 620-257-8262 (cell)	Professional License	
Demel, Madeline (Maddy)	206 3rd St. (Grades PK-6th - CPES a	Claflin, KS 67525 and Wilson)	620-992-7028	Emergency License	PreK-12
DeWerff, Sherry	604 N. Bismark Ave. (Central Plains Schools (will be long-term sub in	**	620-564-3585 (h) 620-793-4831 (cell)	Emergency Substitute	PreK-12
Everett, Mary	Box 62 (WILSON only)	Wilson, KS 67490	785-658-2447	Professional License	K-9
Fisher, Melody	407 W. Concord Ave (Central Plains Schools	Holyrood, KS 67450 only in the afternoon)	620-960-0317	Emergency Sub	PreK-12
Galliart, Jane	PO Box 253 (Wilson and CPES - Holy	Wilson, KS 67490 vrood)	785-658-3481	Standard Sub	PreK-12
Girard, Sheri	1574 NE 130 Ave. (Holyrood only)	Claflin, KS 67525	620-617-6315	Emergency Sub	Prek-12
Hammeke, Meritt	312 7th St. (Central Plains Schools	Claflin, KS 67525 - all grade levels)	620-617-7767	Emergency Sub	PreK-12
Heinrich, Theresa	705 27th St. (Wilson only)	Wilson, KS 67490	785-841-8268 (cell) 785-658-3819	Emergency Sub	Prek-12
Henne, Elaine	PO Box 158	Holyrood KS 67450	785-252-3675	Substitute License	PreK-12
Hoffman, Carly	1938 NE 100 Ave. (CP JRSHS only)	Claflin, KS 67525 (applying for license)	620-321-0077 ©	Emergency Sub	PreK-12
Jacobs, Sue	890 NE 140 Rd. (CPJRSHS only)	Claflin, KS 67525	620-587-3850 785-760-4391 (cell)	Emergency Sub	Prek-12
Jensen, Susan	836 NE 160th Rd Grades 7-12 only	Claflin, KS 67525	620-588-4302 620-617-1767(cell)	Emergency Sub License	PreK-12
Klug, Kiley	1384 NE 90 Ave (Pre-school CPES -Holyro	Claflin, KS 67525 ood - mornings only)	620-793-2516	Standard Sub License	PreK-12
rier, Barbara	5213 Ridgeway Dr.  Central Plains Schools O	Great Bend, KS <mark>nl</mark> y	620-786-6863	Emergency Sub	PreK-12
Krug, Susan	Box 587 (WILSON only)	Russell, KS 67665	785-324-2445 (cell)	Standard Sub	
Lanter, Jenna	2804 Avenue H	Wilson, KS 67490	785-420-0527	Emergency Sub	PreK-12

#### REVSED INTERLOCAL CONTRACT FOR GOVERNMENTAL SERVICE AND ACTIVITY

#### by and between

### Unified School District No. 112 Ellsworth County, State of Kansas

#### and

#### **Farmer Township Public Library**

This Revised Interlocal Contract for Governmental Service and Activity ("Agreement") is made effective as of the 1st day of August, 2019 and is by and between Unified School District No. 112 Ellsworth County, State of Kansas ("USD 112") and the Farmer Township Public Library of Rice County, Kansas ("Library").

#### WITNESSETH:

WHEREAS, Library, is a Township library and furnishes library services to Farmer Township, Rice County, Kansas a "municipality" as defined in K.S.A. 12-2908; and

WHEREAS, Library maintains or maintained its library in Farmer Township and the City of Bushton, Rice County, Kansas; and

WHEREAS, USD 112 is a "municipality" as defined in K.S.A. 12-2908 and maintained a library in the Central Plains Middle School, in the City of Bushton, Kansas, when that school building was open; and

WHEREAS, USD 112 has closed the Central Plains Middle School, in the City of Bushton, Kansas, but retains ownership of the building; and

WHEREAS, Library pursuant to K.S.A. 12-1225 has the authority to contract with any school board to use library facilities of a public school to supplement the facilities of the public library; and

WHEREAS, Library and USD 112 as municipalities may pursuant to K.S.A. 12-2908 contract between themselves for the performance of any governmental service, activity or undertaking, which each municipality is authorized by law to perform; and

WHEREAS, the Central Plains Middle School building in Bushton has been closed for student education purposes, and both the Library and USD 112 desire to change and revise that certain Agreement between them dated the 1st day of June, 2018, titled Interlocal Contract for Governmental Service and Activity; and

WHEREAS, Library is a member of the South Central Kansas Library System (SC KLS); and as a member has access to circulation and other benefits from SCKLS, which Library wishes to maintain and provide to community members, including students of USD 112; and

WHEREAS, USD 112 desires to make its school library facilities located in the Central Plains Middle School building in Bushton Kansas, available, as set forth herein to patrons of Library, including USD 112 students; and

WHEREAS, Library will maintain its legal existence under Kansas law separate and apart from USD 112; and

WHEREAS, USD 112 will maintain its legal existence under Kansas law separate and apart from Library; and

WHEREAS, pursuant to K.S.A. 75-2547, et seq. a school may have or be a participating library in a regional system of cooperating libraries; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2908 a "municipality" capable of entering into contracts to perform any governmental service, which either is authorized to perform; and

WHEREAS, both Library and USD 112 are authorized by law to maintain and perform library services.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein the party's contract and agree as follows:

- 1. Recitals. The recitals are hereby incorporated by reference, as if fully set forth herein.
- 2. Authority to Contract. Each of the parties hereby agree to the terms and conditions of this Agreement. Each party has taken the necessary affirmative action to adopt the Agreement by resolution and/or ordinance properly presented, adopted and passed as the action of each respective party pursuant to K.S.A. 12-2908. However, despite any wording or implication to the contrary contained herein; it is specifically agreed that neither party shall have liability to the other in the event it is determined a party or parties did not have authority to enter into this Agreement, or the agreement is invalidated or found to be void for any reason.
- 3. Purpose. The parties desire that Library provide library service to its community, including students from USD 112, by providing the services and activities hereinafter stated in the existing library facilities at the USD 112 School building in Bushton, Kansas.
  - 4. Services of Library. Library will provide the following:
    - a. General library services.
    - b. Such books, periodicals and services as Library may have available
    - c. The circulation services which are available from SCKLS, in compliance with SCKLS rules and regulations.
  - 5. Services of USD 112. USD 112 will provide the following to Library:

- a. A physical location and facility, (the "library facilities") consisting of the current library room in the former Central Plains Middle School building in Bushton, Kansas.
- b. Parking for patrons of the library in the middle school's North parking lot.
- c. Access to one or more restrooms as determined by USD 112.
- d. Reasonable utilities, for the library facilities including heating, cooling, septic, lighting, water and Internet. USD 112 will have no liability to Library for any permanent or temporary loss or interruption of utility services, whatever the reason.
- 6. Hours of Service. Library shall determine reasonable hours of service, based upon the community and student needs.
- 7. Supervision Employment of Librarian. The librarian and library personnel will be employees of Library and solely under the control and supervision of Library.
- 8. Utilities and Payments. Library shall pay to USD 112, on a quarterly basis the sum of \$300.00 as partial reimbursement for utility and internet cost incurred by USD 112.
- 9. Termination. Either party may terminate this Agreement, with or without cause, by giving 60 days written notice to the other, which notice shall state the termination date. This Agreement will automatically terminate if the Bushton school building or library facilities, or any portion thereof, are damaged or destroyed to such an extent that they may not be reasonably or safely usable for the purposes of the Library, or USD 112 determines it, in its sole and absolute discretion that it should terminate this Agreement because of the damage. USD 112 has no obligation to repair or replace the school building, surrounding facilities or the library facilities in the event of damage thereto.
- 10. Separate Ownership of Properties. Library shall retain its ownership of any books or property it provides. USD 112 shall retain its ownership of all its fixtures, equipment, related materials and facilities.
- 11. Return of Properties and Facilities. If this Agreement is terminated then each party shall be entitled the return or retention of its property.
- 12. Damage to Library Property. Each party shall be responsible for any damage which occurs to their property.
- 13. Access to Library. Patrons of the Library may enter the library through the north entry door; however, they will not have access to the remaining school premises, except a restroom or restrooms as determined by USD 112. USD 112 will have access to the library facilities at all times.
  - 14. Insurance, Risk of Loss and Indemnification.
- a. Liability Insurance. Each party hereto shall, at its sole cost and expense maintain general liability insurance against claims for bodily injury, death, or property damage, occurring upon, in, or about the library facilities and the parking and access areas on the

school property in an amount of at least \$500,000.00 for any number of claims arising out of a single occurrence or accident.

- b. The risk of loss of any property of either party, shall be that party's risk. USD 112 will have no liability to Library for any loss it suffers to its property, while that property is located in the library facilities or surrounding environs.
- c. Each party shall defend, indemnify and save the other harmless from liability, loss, cost and expenses for all injuries to persons, including death, and all damage to property, arising out of, or caused by, the sole negligence of its agents and employees which may arise in connection with the performance of this Agreement.
- 15. Mutual Waivers of Subrogation. Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any persons, or the property subject to this agreement, which may be caused by fire, casualty, accident or otherwise, during the term of this Agreement.
- 16. Notifications. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Library:

Farmer Township Public Library

P.O. Box 27

Bushton, KS 67427

USD 112:

USD No. 112 PO Box 168

Holyrood, KS 67450

- 17. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
- 18. Severability clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect, to the extent the purposes of this Agreement can still be carried out.
- 19. Waiver. Waiver of any breach of any provision of this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver.
- 20. Force Majeure or Other Reason Making the School Library Inaccessible. Neither party shall be held liable if the failure to perform under this Agreement arises out of causes beyond its control. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, sickness, strikes, loss of one or more utilities, or similar incidents.

- 21. Nondiscrimination. Both parties agree to abide by applicable federal state and local laws, rules and regulations prohibiting discrimination in access to the School Library, or the services provided by the respective parties hereto.
- 22. Revocation and Replacement. This Agreement revokes and replaces in its entirety that certain Agreement between the parties hereto dated the 1<sup>st</sup> day of June, 2018 and titled Interlocal Contract for Governmental Service and Activity.

USD 112	LIBRARY	
BY:	BY:	
Michelle Brokes, President of the Board 8-12-19  MM		
Greg Clark, Superintendent	Name: Title:	,
8-12-19	TIUE.	