

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

REGULAR BOARD MEETING

Monday, July 10, 2023
7:00 pm

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

**Agenda—Regular Board Meeting
USD 410 District Office Conference Room
July 10, 2023, 7:00 p.m.**

- A. Meeting Called to Order
- B. Approval of Regular and Consent Agenda
 - 1. June 12, 2023 Regular Board Meeting Minutes (Appendix A)
 - 2. June 28, 2023, Special Board Meeting Minutes (Appendix B)
 - 3. Waiver of Requirements for Generally Accepted Accounting Principles
 - 4. 2023 – 2024 Meeting Dates
 - 5. School Calendar Structure
 - 6. District Officials Appointments
 - 7. District Funds Depositories
 - 8. Authorized Signatures
 - 9. Authorized Credit Card Holders
 - 10. Petty Cash Fund Establishment
 - 11. District Property Disposal
 - 12. Bargaining Unit Recognition
 - 13. Home Rule Resolution
 - 14. Official Newspaper Designation
 - 15. KASB Membership
 - 16. KASB Legal Assistance Fund
 - 17. Transportation Handbook – Approval (Appendix C)
 - 18. USD 410 Policy Updates – Approval (Appendix D)
 - 19. Case Management Services and Clinical Therapist Services Memorandums of Understanding with Prairie View (Appendix E)
 - 20. Marion County Special Education Cooperative Nursing Services Contract (Appendix F)
 - 21. Classified Employee Manual (Appendix G)
 - 22. Donations
- C. Citizens’ Open Forum
- D. Action/Discussion Items
 - 1. Girls’ Swimming Cooperative Agreement with USD 408 Marion – Florence (Appendix H)
 - 2. Boys Swimming Discussion
 - 3. Student Fees
 - 4. Bond Update
 - 5. Needs Assessment and State Assessments Review for 2023 – 2024 Budget Considerations (Appendix I)
- E. Executive Session for Negotiations
- F. Executive Session for Non-Elected Personnel
- G. Personnel
 - 1. Hires
 - 2. Supplemental Contracts (Appendix J)
 - 3. Master Contract (Appendix K)
 - 4. Classified Staff Wages and Defined Benefit
 - 5. Administrative Staff Salaries and Defined Benefit
 - 6. Superintendent Salary and Defined Benefit
 - 7. Hillsboro High School Online Spanish I & II Contract
 - 8. Temporary Employee Wages

- H. Reports
 - 1. Superintendent's Report
 - 2. TEEN Report (Appendix L)
 - 3. MCSEC Report (Appendix M)
 - 4. Business Manager's Report (Financials)
 - a. Fiscal Year 2023 Cash Balances Report
 - b. Fiscal Year 2024 Mill Levies
 - c. Bill Payment Approval.
- I. Adjournment

Annotated BOE Agenda July 10, 2023

A. Meeting Called to Order

B. Approval of Regular and Consent Agenda

Consent Agenda

The USD 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. June 12, 2023, Regular Board Meeting Minutes (Appendix A)
Minutes of the June 12, 2023, regular board meeting are attached
 - **Recommended Action:**
Motion to approve the minutes of the June 12, 2023, regular board meeting
2. June 28, 2023, Special Board Meeting Minutes (Appendix B)
Minutes of the June 28, 2023, special board meeting are attached
 - **Recommended Action:**
Motion to approve the minutes of the June 28, 2023 special board meeting

3. Waiver of Requirements for Generally Accepted Accounting Principles

The Board of Education annually adopts a resolution that grants a waiver from the requirement for compliance with generally accepted accounting principles. This is based upon a recommendation from the district's auditor and the Kansas State Board of Education. The resolution follows:

WHEREAS the Board of Education of USD 410, Hillsboro, Kansas, has determined that the financial statements and financial reports for the year ended June 30, 2024 being prepared in conformity with the requirements of K.S.A. 75-1120a (a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of Education or the members of the general public of USD 410 and

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a (a) for the year ended June 30, 2024.

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of USD 410, Hillsboro, Kansas, in the regular meeting duly assembled this 10th day of July, 2023, that the Board of Education requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a (a) as they apply to the school district for the year ended June 30, 2024.

BE IT FURTHER RESOLVED THAT THE Board of Education shall cause the financial statements and financial reports of USD 410 to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

➤ **Recommended Action:**

Motion to approve the waiver of requirements for generally accepted accounting principles.

4. 2023 – 2023 Meeting Dates

The following resolution is recommended for adoption in order to establish official 2023 – 2024 meeting dates. The dates in the resolution reflect the traditional meeting dates of the second Monday of each month.

➤ **Recommended Action:**

Motion to adopt the following resolution:

Be it resolved that pursuant to K.S.A. 72-8205, the Board of Education of Unified School District No. 410, Marion County, Kansas, at its regular meeting held July 10, 2023, established the following meeting schedule for regular board of education meetings to be held during the 2023 – 2024 school year.

<i>Date</i>	<i>Time</i>	<i>Place</i>
<i>Monday, July 10, 2023.....</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday August 14, 2023</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, September 11, 2023</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, October 9, 2023</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, November 13, 2023</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, December 11, 2023</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, January 8, 2024.....</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, February 12, 2024.....</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, March 11, 2024</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, April 8, 2024</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, May 13, 2024</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>
<i>Monday, June 10, 2024.....</i>	<i>7:00 p.m.</i>	<i>USD 410 District Office Conference Room</i>

5. School Calendar Structure

Kansas statutes require the Board annually adopt a calendar based on either 186 days or 1,116 hours of instruction. In the past, the Board has chosen to use the hour option. The information below provides details about the hour calendar option.

Teacher/Student Contact Days	168	
<u>Hours: Minutes per Day</u>	<u>7:00</u>	
Hours per Year	1,176	
Excess beyond 1,116 Hours	60	(8.5 days)

It is recommended the board adopt the 1,116-hour calendar. The district could close school for approximately 8.5 days before being required to make up days.

➤ ***Recommended Action:***

Motion to adopt a 1,116-hour calendar for the 2023-24 school year.

6. District Officials Appointments

Annually the Board appoints school employees to fill the positions listed below. Following are the recommended appointments for the 2023 – 2024 school year.

➤ ***Recommended Action:***

Motion to make the following appointments:

Board Clerk	Jerry Hinerman
Deputy Board Clerk	Nathan Hiebert
Board Treasurer	Carla Harmon
Food Service Representative	Pati Funk
Hearing Officer for Appeals, Lunch Program	Clint Coby
Title I Coordinator	Nathan Hiebert
Federal Programs Coordinator	Nathan Hiebert
District KPERS Agent and Administrator	Jerry Hinerman
Section 504 Compliance Coordinator	Clint Corby
Americans with Disabilities Act Coordinator	Clint Corby
Freedom of Information Officer	Clint Corby
Title VI, VII, and IX Compliance Coordinator	Clint Corby
Truancy Officers	Tyler Weinbrenner, Nathan Hiebert
Activity Fund Supervisors	Tyler Weinbrenner, Nathan Hiebert
Homeless Liaisons	Tyler Weinbrenner, Nathan Hiebert
Migrant Liaisons	Tyler Weinbrenner, Nathan Hiebert
Expulsion Hearing Officers	Tyler Weinbrenner, Nathan Hiebert

7. Depository of District Funds

The Board must annually designate financial institutions to serve as depositories for district funds and be eligible for the investment of idle district funds. A process was developed that provided eligible institutions the opportunity to submit proposals for the maintenance and investment of the district operational funds. USD 410 is currently in the first year of a three-year agreement that utilizes Central National Bank as the depository for operational funds. The specific requirements for these services are outlined below.

- a) The financial institution must provide an account or accounts to be used for the District's operational funds. It is preferred that one account be used, but two accounts will be accepted so long as all other criteria are met.
- b) The account or accounts shall be established in such a manner that the interest earned on the District's operational funds will be maximized. It is preferred this be accomplished by using one interest-bearing account out of which an unlimited amount of checks can be written. However, two accounts may be used so long as the District is not required to transfer funds between these accounts and so long as funds are transferred only as they are needed.
- c) The financial institution must be able to initiate and receive electronic fund transfers including wiring of the district's semi-annual bond payments and initiation of the direct deposit of the district's payroll into its employees' respective financial institutions. It is preferred these transfers be made at no charge. If there is a charge, it will be considered as part of the cost of the bid for the financial institution levying the charge.
- d) The financial institution must secure all deposits. If securities are pledged, they must have a market value equal to 100 percent of the deposits less FDIC coverage at all times.

➤ ***Recommended Action:***

Motion to designate Central National Bank, Emprise Bank, and Vintage Bank Kansas as depositories for district funds and to designate these institutions as eligible for investment purposes providing the investments are made in accordance with the laws of the State of Kansas.

Motion to designate Central National Bank as the depository for operational funds.

8. Authorized Signatures

Various persons in the district are authorized to sign checks and perform other financial functions. Following are the recommended authorizations.

- a) District Checking Accounts – A checking account and money market account are located at Central National Bank. Each district checking account requires three signatures. The Board President's signature is digitally produced, while the other two signatures are live. If either the Clerk of the Board or the Board Treasurer is absent, the District Office Administrative Assistant may sign in the place of the absent individual.

Board President.....Jared Jost
Clerk of the Board.....Jerry Hinerman
Board Treasurer.....Carla Harmon
District Office Administrative AssistantPati Funk

- b) Direct Deposit Authorization – The ACH Transmittal Register and Direct Deposit Report submitted to Central National Bank for the distribution of the direct deposit portion of payroll requires two live signatures. If either the Clerk of the Board or the Board Treasurer is absent, the District Office Administrative Assistant may sign in the place of the absent individual.

Clerk of the BoardJerry Hinerman
Board Treasurer.....Carla Harmon

- District Office Administrative Assistant Pati Funk
- c) Petty Cash Checking Accounts – The central office and middle/high school petty cash checking accounts are located at Emprise Bank. Each petty cash checking account requires two live signatures.

Central Office

Board Treasurer Carla Harmon
Clerk of the Board Jerry Hinerman
District Office Administrative Assistant Pati Funk
Superintendent Clint Corby

Middle/High School

HMHS Administrative Assistant Jessica Fine
HMHS Administrative Assistant Jill Bailey
Board Treasurer Carla Harmon
Clerk of the Board Jerry Hinerman
Principal Tyler Weinbrenner

- d) USD 410 Activity Fund Checking Account – The USD 410 activity fund checking account is located at Emprise Bank. The activity fund checking account requires two live signatures.

District Office Administrative Assistant Pati Funk
HMHS Administrative Assistant Jessica Fine
HMHS Administrative Assistant Jill Bailey
Board Treasurer Carla Harmon
Clerk of the Board Jerry Hinerman

- e) District Investments – District investments can be located at any of the three banks and the Kansas Municipal Investment Pool. One signature is required.

Clerk of the Board Jerry Hinerman
Board Treasurer Carla Harmon

➤ ***Recommended Action:***

Motion to approve the above list of persons authorized to write checks and conduct other financial functions for the district.

9. Authorized Credit Card Holders

The following USD 410 employees are authorized to carry district credit cards with the following recommended individual credit card limits. The total district credit card limit is \$175,000,

Business Manager	Jerry Hinerman	\$175,000 Credit Limit
Technology Director	Brad Just	\$ 20,000 Credit Limit
Superintendent	Clint Corby	\$ 10,000 Credit Limit
Hillsboro Elementary School Principal	Nathan Hiebert	\$ 10,000 Credit Limit
Hillsboro Middle/High School Principal	Tyler Weinbrenner	\$ 10,000 Credit Limit
Activities Director	Robert Rempel	\$ 10,000 Credit Limit
Transportation and Maintenance Coordinator	Karen Goossen	\$ 5,000 Credit Limit
Head of Maintenance	Keith Goossen	\$ 5,000 Credit Limit
Hillsboro Elementary School Counselor	Autumn Hardey	\$ 5,000 Credit Limit
Vo-Ag Teacher and FFA Sponsor	Sonya Roberts	\$ 5,000 Credit Limit
Parents as Teachers Coordinator	Becky Suderman	\$ 5,000 Credit Limit

➤ ***Recommended Action:***

Motion to approve the list of USD 410 personnel authorized to carry district credit cards with the recommended credit limits for each card.

10. Petty Cash Fund Establishment Resolutions

RESOLUTION TO ESTABLISH A HILLSBORO MIDDLE/HIGH SCHOOL PETTY CASH FUND

WHEREAS, the Board of Education of Unified School District No. 410, Marion County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies; and

WHEREAS, Kansas law authorizes the establishment of petty cash funds; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 410, Marion County, Kansas, that a petty cash fund designated as the Hillsboro Middle/High School Petty Cash Fund is created for the purpose of receiving and expending funds for needed expenditures in an emergency. The fund shall be in the amount of \$1,500.

The fund shall be administered by The Hillsboro Middle/High School Principal. The Hillsboro Middle/High School Administrative Staff shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and the balance at the end of each month and at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105b shall not apply.

RESOLUTION TO ESTABLISH A DISTRICT OFFICE PETTY CASH FUND

WHEREAS, the Board of Education of Unified School District No. 410, Marion County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies; and

WHEREAS, Kansas law authorizes the establishment of petty cash funds; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 410, Marion County, Kansas, that a petty cash fund designated as the District Office Petty Cash Fund is created for the purpose of receiving and expending funds for needed expenditures in an emergency. The fund shall be in the amount of \$1,500.

The fund shall be administered by The Superintendent. The District Treasurer shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and the balance at the end of each month and at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105b shall not apply.

➤ ***Recommended Action:***

Motion to approve the Resolution to Establish a Hillsboro Middle/High School Petty Cash Fund and the Resolution to Establish a District Office Petty Cash Fund

11. District Property Disposal

USD 410 would like to provide the Technology Excellence in Education Network (TEEN) Virtual Program used and working laptop computers if needed for a cost of \$25.00 per computer and to dispose of the following technology deemed unusable by the USD 410 Technology Director.

- 80 Lenovo 11e Middle School Student Laptop Computer
- 12 Lenovo M900 Desktop Computers
- 3 Old Yearbook Room iMacs

➤ ***Recommended Action***

Motion to approve the disposal of USD 410 District Technology as presented

12. Recognition of Bargaining Unit

Each year, the Board of Education formally recognizes the bargaining unit for the teachers. As in the past, the USD 410 Education Association will represent the teachers in the bargaining process.

➤ ***Recommended Action:***

Motion to recognize the USD 410 Education Association as the official bargaining unit for the USD 410 teaching staff.

13. Home Rule Resolution

Until the passage of SB 57 by the 2003 Kansas legislature, Kansas school boards only had authority to take action that was expressly granted by Kansas statutes. The law now allows school districts to take any action not specifically prohibited by the law. This ‘home rule’ authority has always been the mode of operation for Kansas municipalities and counties, and has now being granted to school districts.

In order to exercise this ‘home rule’ authority, the Board of Education must annually pass a resolution establishing home rule.

RESOLUTION TO ESTABLISH HOME RULE BY BOARD OF EDUCATION

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 410, Marion County, Kansas, has determined that the exercise of powers granted by the legislature is of benefit to the board and local patrons; and

WHEREAS, Kansas law authorizes the board to transact all school district business; and

WHEREAS, the board intends to adopt policies that the board deems appropriate to perform its constitutional duty to maintain, develop and operate local public schools; and

WHEREAS, the board acknowledges that the power granted by law shall not be construed to relieve the board from any obligations to comply with state law; and

WHEREAS, the board acknowledges that the powers granted by law and this resolution shall not be construed to relieve any other unit of government of its duties and responsibilities prescribed by law; and

WHEREAS, the board acknowledges that the powers granted by law do not create any responsibility on the part of the district to assume the duties or responsibilities that are required of another unit of government;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 410, Marion County, Kansas, that the board shall exercise the power granted by law and by this resolution.

➤ ***Recommended Action:***

Motion to adopt the Home Rule Resolution

14. Official Newspaper Designation

Kansas law requires the board annually designate a newspaper as the official newspaper for the publication of public notices as required by law. It is recommended the Hillsboro Star-Journal be designated as the official newspaper for USD 410.

➤ ***Recommended Action:***

Motion to designate the Hillsboro Star-Journal as the official newspaper for USD 410.

15. Kansas Association of School Boards (KASB) Membership

The Kansas Association of School Boards (KASB) provides the district with a variety of beneficial services. Among its services, KASB advises the district on policy development and revision, provides statewide data for making comparisons between districts, takes legislative positions on educational issues, provides board and administrative training, and promotes public education in Kansas. Dues for KASB Membership for the 2023 – 2024 school year are \$8,652.95.

➤ ***Recommended Action:***

Motion to approve the district's 2023 – 2024 Kansas Association of School Boards membership

16. Kansas Association of School Boards (KASB) Legal Assistance Fund

The district has also participated in the Kansas Association of School Boards (KASB) Legal Assistance Fund. This program provides the board and district administrators with accurate and up-to-date legal advice and counsel. USD 410 has not kept an attorney on retainer as some other districts do. KASB employs a staff of attorneys whose primary responsibility is to assist member schools with legal issues. The fee for participating in the KASB Legal Assistance Fund for the 2023 – 2024 school year is \$2,750.

➤ ***Recommended Action:***

Motion to approve the district's 2023 – 2024 Kansas Association of School Boards Legal Assistance Fund participation

17. Transportation Handbook - Approval (Appendix C)

➤ ***Recommended Action***

Motion to approve the Transportation Handbook as presented

18. USD 410 Policy Updates (Appendix D)

AG	Closing of School Buildings
GAAF	Emergency Safety Interventions
GAOA	Drug-Free Work Place
GARID	Military Leave
IFCC	Overnight Accommodations
JGFGA	Administration of Emergency Opioid Antagonists
KK	Disposal of Property
KN	Complaints
JFGA	Naloxone Incident Report

➤ ***Recommended Action***

Motion to approve the updated policies in Appendix D.

19. Case Management Services and Clinical Therapist Services Memorandums of Understanding with Prairie View (Appendix E)

This partnership with Prairie View will help our students, faculty and staff to meet the learning needs of our students to be successful while in school and after their graduation.

➤ ***Recommended Action***

Motion to approve the 2023 – 2024 School Year Case Management Services and Clinical Therapist Services Memorandums of Understanding with Prairie View.

20. Marion County Special Education Cooperative (MCSEC) Nursing Services Contract (Appendix F)

USD 410 has an annual contract to provide Marion County Special Education Cooperative (MCSEC) with nursing services.

➤ ***Recommended Action***

Motion to approve the Marion County Special Education Cooperative Nursing Services Contract

21. Classified Employee Manual (Appendix G)

➤ ***Recommended Action***

Motion to approve the Classified Employee Manual.

22. Donations

From:	Amount:	Purpose:
HHS Athletic Booster Club	\$39.36	State Golf Meal
HHS Athletic Booster Club	\$231.08	State Softball Meal
HHS Athletic Booster Club	\$325.79	State Track and Field Meal
HHS Athletic Booster Club	\$207.59	Track and Field Hospitality Room
HHS Athletic Booster Club	\$2,000.00	Athletic Uniforms
HHS Athletic Booster Club	\$5,783.92	Athletic Equipment and Supplies
Associated Wholesale Grocers	\$60.00	HES Site Council Projects
Casey's General Store	\$9.80	HES Site Council Projects
Casey's General Store	\$10.00	HMHS Site Council Projects

➤ ***Recommended Action***

Motion to accept donations as listed.

Recommended Action:

Motion to approve the regular agenda.

Motion to approve the consent agenda.

C. Citizens Open Forum

D. Action / Discussion Items

1. Girls' Swimming Cooperative Agreement with USD 408 Marion – Florence (Appendix H)
USD 408 Marion – Florence has proposed an updated girls' swimming cooperative agreement for spring 2024 and spring 2025 swim seasons.

➤ ***Recommended Action***

Motion to approve the girls' swimming cooperative agreement with USD 408 Marion – Florence for the spring 2024 and spring 2025 seasons.

2. Boys Swimming Discussion

The board will discuss boys swimming.

➤ ***Recommended Action***

No Recommended Action

3. Student Fees

Proposed student fees are listed below

District Required Fees		
HES Consumable Materials Fees (Kindergarten)	Paid By District	Per Year
HES Consumable Materials Fees (Kindergarten Reduced Priced Meals)	Paid By District	Per Year
HES Consumable Materials Fees (Kindergarten Free Meals)	Paid by District	Per Year
HES Consumable Materials Fees (Grades 1 – 5)	Paid By District	Per Year
HES Consumable Materials Fees (Grades 1 – 5 Reduced Priced Meals)	Paid By District	Per Year
HES Consumable Materials Fees (Grades 1 – 5 Free Meals)	Paid by District	Per Year
HES Preschool Tuition (Half Day/5 Days Per Week)	\$195.00	Per Month
HES Preschool Tuition (All Day/5 Days Per Week)	\$465.00	Per Month
HMHS Laptop Accidental Insurance Fee	\$40.00	Per Year
HMHS Laptop Accidental Insurance Fee (Reduced Priced Meals)	\$20.00	Per Year
HMHS Laptop Accidental Insurance Fee (Free Meals)	\$10.00	Per Year
HMHS Transcript Fee	\$5.00	Per Transcript
HMHS Activity Fee	Paid by District	Per Year
Driver's Education	\$225.00	Per Year

➤ ***Recommended Action***

Motion to approve student fees as presented

4. Bond Update

The bond committee has met to prioritize upcoming bond projects. The results of the committee's work will be shared.

➤ ***No Recommended Action***

5. Needs Assessment and State Assessments Review for 2023 – 2024 Budget Considerations (Appendix I)

Throughout the year, we determine our needs based on data and analyses of situations throughout the year. Based on that analysis, a Needs Assessment has been created.

➤ ***Recommended Action***

Motion to approve the Needs Assessment and State Assessments Review for 2023 – 2024 Budget Considerations as presented

E. 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.

F. Executive Session for Non-Elected Personnel

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

G. Personnel

1. Hires
 - a. Terry Stubblefield – USD 410 Bus Driver and Bus Shop Attendant
During the 2023 – 2024 school year, Terry Stubblefield will be driving the OASIS route and working in the bus shop. Last year, her primarily drove the OASIS route, which took approximately 2 hours. To drive the OASIS route and work in the bus shop, we need him to work 4 hours per day during the school year.

➤ **Recommended Action**
Motion to change Terry Stubblefield’s schedule from 2 hours per day to 4 hours per day for the 2023-2024 school year, effective August 17, 2023.
2. Supplemental Contracts (Appendix J)
A list of supplemental positions filled for the 2023 – 2024 school year is in Appendix I

➤ **Recommended Action**
Motion to approve the issuance of 2023 – 2024 supplemental contracts listed for the positions and individuals listed in Appendix I.
3. Master Contract (Appendix K)

➤ **Recommended Action**
Motion to approve the 2023 – 2024 Master Contract as presented
4. Classified Staff Wages and Defined Benefit
The following wage increases are recommended for classified staff. The wages increases are for the 2023 – 2024 year and are not intended to create a wage schedule at this time. Wage increases for years beyond the 2023 – 2024 year will be determined by the Board at that time and increases will not necessarily follow the schedules below. Additionally, it is recommended that eligible classified staff continue to be provided with a health insurance contribution equivalent to a \$1,400 deductible single coverage health insurance premium through the ESSDACK Health Insurance Group.

USD 410 Regular Route Bus Drivers With a CDL

	2023 – 2024
Description	Wage Per Hour
New Hires	\$17.65
Returning Drivers	\$17.65 Plus \$0.15 for Each Year of Experience

Marion County Parents as Teachers Staff

	2023 - 2024
Name	Wage Per Hour
Becky Suderman	\$25.20

Brandi Hein	\$20.25
Kasey Gooch	\$19.75

Classified Staff Subject to KPERS Working After Retirement Rate

Name	2023 - 2024 Wage Per Hour
Connie Beavers	\$14.40

All Other Regularly Scheduled Classified Staff

Prior Years of Experience	2023 – 2024 Hourly Wage Increase
New Hires	\$0.90
1 – 4 Years	\$1.40
5 – 9 Years	\$1.65
10 – 14 Years	\$1.90
15 – 19 Years	\$2.15
20 – 24 Years	\$2.40
25 – 29 Years	\$2.65
30 – 34 Years	\$2.90
35 – 39 Years	\$3.15
40 – 44 Years	\$3.40

➤ ***Recommended Action***

Motion to approve the 2023 – 2024 classified staff increases as presented and to approve a health insurance contribution equivalent to a \$1,400 deductible single coverage health insurance premium through the ESSDACK Health Insurance Group for the 2023 – 2024 year.

5. Administrative Salaries and Defined Benefit

A 7.07% salary increase is recommended for the administrators listed below. Additionally, it is recommended these administrators continue to be provided with a health insurance contribution equivalent to a \$1,400 deductible family health insurance premium through the ESSDACK Health Insurance Group.

Hillsboro Elementary School Principal	Nathan Hiebert
Hillsboro Middle/High School Principal	Tyler Weinbrenner
Hillsboro Middle/High School Assistant Principal and District Activities Director	Robert Rempel
Hillsboro Middle/High School CTE Director	Dennis Boldt
USD 410 District Technology Director	Brad Just
USD 410 Business Manager	Jerry Hinerman

➤ ***Recommended Action***

Motion to approve the 2023 – 2024 administrative salary increases as presented and to approve a health insurance contribution equivalent to a \$1,400 deductible family coverage health insurance premium through the ESSDACK Health Insurance Group for the 2023 – 2024 year.

6. Superintendent Salary and Benefits

The Board of Education will determine the 2023 – 2024 Superintendent salary and defined benefit.

➤ **No Recommended Action**

7. 2023-24 Hillsboro High School Online Spanish I & II Contract

We plan for Terry Bebermeyer to teach the following online courses for a rate of \$875.00 per semester per class plus \$17.50 per student per semester.

- a. Spanish I (Year – Long Course)
- b. Spanish II (Year – Long Course)
- c. We typically have 40 students in Spanish I and 20 to 25 students in Spanish II

➤ **Recommended Action**

Motion to approve the issuance of a contract to Terry Bebermeyer to teach Hillsboro High School Online Spanish I & II for \$875.00 per semester per class plus \$17.50 per student per semester.

8. Temporary Employee Rates

Substitute Teacher	\$115.00/Day
*Long-Term Substitute Teacher	\$249.44/Day
Substitute Administrative Assistant, Aide, or Custodian	\$12.60/Hour
*Long-Term Substitute Administrative Assistant, Aide, or Custodian	\$13.00/Hour
Substitute Bus Driver (With a CDL)	\$17.65/Hour
Substitute Driver (Without a CDL)	\$14.00/Hour
Accompanist	\$14.35/Hour
Activity Trip Driver (Non-Route Bus Driver; With a CDL)	\$17.65/Hour
Activity Trip Driver (Non-Bus Driver; Drive Time Only)	\$15.10/Hour
Interpreter	\$14.85/Hour
Walking School Bus Coordinator	\$12.00/Hour
Suspension Supervisor	\$13.10/Hour
Security Worker	\$50.00 Per Event
Athletic Trainer	\$50.00 Per Event

*Rate paid after substituting 10 consecutive days for the same person and is retroactive to day 1

➤ **Recommended Action**

Motion to approve temporary employee pay rates as recommended

H. Reports

1. Superintendent's Report
 - a. TEEN Alternate Representative
 - b. Vehicle Purchases
2. TEEN (Appendices L)
3. MCSEC Report (Appendix M)
4. Business Manager's Report (Financials)
 - a. Fiscal Year 2023 Cash Balances Report
 - b. Fiscal Year 2024 Mill Levies
 - c. Bill Payment Approval

➤ **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

I. 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.

WELCOME TO THE USD #410 BOARD OF EDUCATION MEETING

Below are guidelines for patrons as they attend USD 410 Board of Education meetings.

1. If you plan to speak during Citizens' Open Forum inform district office ahead of time.
2. Each speaker must be recognized by the chair and may speak no longer than five minutes.
3. The agenda time limit shall be 30 minutes for any one topic unless the Board agrees to extend the time limit.
4. In the event that more than six persons wish to speak, the chairman shall determine the time allocations for each.
5. Information may be submitted to the Board in written form.
6. Electronic devices may be used to record the presentations when in the judgment of the board, the use or proposed use of any recording devices will not be a disruptive influence upon the proceeding, genuinely annoying or harassing to the board or any member thereof or operated to attract undue attention to the recording device or the proposed use thereof.

All recording devices, including microphones, shall be kept in the area designated for the media and may be placed in the immediate vicinity of the board conference table only with board permission.
No cameras or recording devices shall be allowed at executive sessions of the board.
7. Individuals wishing to speak shall give their name and state whether or not their opinion is personal or that of a group. If the opinion represents a group, that group is to be identified with the number of members of the group given.
8. Presentations containing information or comments related to USD #410 individuals, personnel or students will be in executive session only. Individuals will be called into executive session, one at a time, for their presentation, except as approved by the Board of Education.
9. The chairman has the option to stop the proceedings and poll the Board to determine if a speaker may continue.
10. Board members are not obligated to respond when a presentation is made. After the chair recognizes a board member, the board member may question the patron. If any formal action is taken by the Board of Education, this will be recorded in the official minutes for public review.

UNIFIED SCHOOL DISTRICT NO. 410

Durham-Hillsboro-Lehigh

MINUTES – REGULAR BOARD MEETING

USD 410 District Office Conference Room
June 12, 2023 7:00 p.m.

Members Present:

Jared Jost	Jessey Hiebert	Jim Paulus
Sara Wichert	Scott Winter	
Rod Koons (arrived at 7:02 p.m.)		
Sarah Fenske (appointed during the meeting and joined the Board as a member at 7:40 p.m.)		

Administrator:

Clint Corby

Others:

Jerry Hinerman, Clerk	Jimmy Janzen	Curtis Winter
Laura Fowler Paulus		

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

Jim Paulus moved to approve the regular and consent agendas. Motion seconded by Scott Winter. Carried 5-0.

Items on the consent agenda included the following:

1. Motion to approve the minutes of the May 8, 2023, regular board meeting
2. Motion to approve the Parents as Teachers Policies and Procedures Manual
3. Motion to approve the 2023 – 2024 Hillsboro Elementary School Handbook and the 2023 – 2024 Hillsboro Middle/High School Handbook
4. Motion to approve the Addendum to Renew Fixed Price Food Service Management Contract as presented.
5. First reading of the 2023 – 2024 Transportation handbook
6. Motion to approve the following donations:

Donation of \$7,000.00 from Central Kansas Community Foundation to be used for Hillsboro High School John A. and Harriet Kizler Wiebe Good Citizenship Scholarships

Donation of \$500.00 from Central Kansas Community Foundation to be used for Hillsboro High School KSHSAA Citizenship Awards

Donation of \$43.50 from Box Tops for Education to be used for Hillsboro Elementary School Site Council projects

Donation of \$31.63 from Jill Larson to be used for Hillsboro Elementary School Site Council projects

Donation of 50.00 from Anita Boese to be used for Hillsboro Elementary School library books

Donation of \$117.77 from the Hillsboro High School Athletics Booster Club to be used for Hillsboro High School state swimming meals

Donation of \$279.00 from the Hillsboro High School Athletics Booster Club to be used for volleyball tournament hospitality

C. Citizens' Open Forum

D. Action/Discussion Items

1. Board of Education Member Appointment

Sara moved to approve the appointment of Sarah Fenske to the USD 410 Board of Education beginning June 12, 2003. Motion seconded by Rod Koons. Carried 4-2.

Sara Fenske joined the Board of Education as a member at 7:40 p.m.

2. DCS Services Bond Survey Presentation

3. 2023 – 2024 Meal Prices

Jim Paulus moved to approve the following 2023 – 2024 meal prices and the transfer of additional non-federal funds to the food service program as required. Motion seconded by Rod Koons. Carried 7-0.

Breakfast (Preschool – Grade 12)	\$2.20
Breakfast (Adult)	\$3.05
Lunch (Preschool – Grade 5)	\$2.95
Lunch (Grades 6 – 12)	\$3.20
Lunch (Child Visitor)	\$3.20
Lunch (Adult - Staff)	\$4.55
Lunch (Adult - Non-Staff)	\$4.85

4. June 2023 Policy Updates

First reading of the following revised policies

AG	Closing of School Buildings
GAAF	Emergency Safety Interventions
GAOA	Drug-Free Work Place
GARID	Military Leave
IFCC	Overnight Accommodations
JBC	Enrollment
JBCC	Enrollment of Non-Resident Students
JGFGA	Administration of Emergency Opioid Antagonists
KK	Disposal of Property
KN	Complaints
JFGA	Naloxone Incident Report

E. Executive Session for Non-Elected Personnel

Jared Jost moved for the Board to go into executive session at 8:47 p.m. with the Superintendent to discuss resignations, hiring of personnel, and other employment changes pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 9:00 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Sara Wichert. Carried 7-0.

Regular Session

Jared Jost moved for the Board to go into executive session at 9:00 p.m. with the Superintendent to discuss resignations, hiring of personnel, and other employment changes pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA) and to return to open meeting at 9:05 p.m. in this room. The executive session is required to protect the privacy rights of identifiable individuals. Motion seconded by Sara Wichert. Carried 7-0.

F. Personnel

Sara Wichert moved to approve the following resignations, new hires, and supplemental contracts. Motion seconded by Jessey Hiebert. Carried 7-0.

1. Resignations

- a. Aimee Hennigh – Hillsboro Elementary School Kindergarten Teacher
Approved resignation effective May 19, 2023
- b. Jonathan Douglas – Hillsboro Middle/High School Custodian
Approved resignation effective May 30, 2023
- c. Damon Duffell – Hillsboro Elementary School Custodian
Approved resignation effective June 22, 2023
- d. Kasey Gooch – Marion County Parents as Teachers Parent Educator
Approved resignation effective July 28, 2023
- e. Robert Haude – USD 410 Bus Driver
Approved resignation effective August 4, 2023

2. Hires

- a. Amanda Abrahams – 2023 – 2024 Hillsboro Elementary School Kindergarten Teacher
Approved issuance of a contract for the 2023 – 2024 school year
- b. Dennis Boldt – USD 410 Technology Summer Help
Approved hiring for up to 40 hours per week for 10 weeks at \$15.75 per hour beginning May 29, 2023
- c. Daryl Kliewer – USD 410 Custodial Summer Help
Approved hiring for up to 20 hours per week at his current rate of pay beginning May 29, 2023

MINUTES

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June 12, 2023

3. Supplemental Contracts
 - a. Ciara Cox – 2023 – 2024 Hillsboro High School Junior Class Sponsor (0.50 FTE)
Approved issuance of a contract for the 2023 – 2024 school year
 - b. Jeff Haslett – 2023 – 2024 Hillsboro High School Assistant Football Coach
Approved issuance of a contract for the 2023 – 2024 school year
 - c. Leah Rose – 2023 – 2024 Hillsboro Middle School Volleyball Assistant Coach
Approved issuance of a contract for the 2023 – 2024 school year
 - d. Amanda Jaworsky – 2023 – 2024 Hillsboro Middle School Assistant Girls' Basketball Coach
Approved issuance of a contract for the 2023 – 2024 school year
 - e. Grant Shewey – 2023 – 2024 Hillsboro High School Boys' Head Tennis Coach
Approved issuance of a contract for the 2023 – 2024 school year
 - f. Kevin Colle – 2023 – 2024 Hillsboro Middle/High School Assistant Track and Field Coach
Approved issuance of a contract for the 2023 – 2024 school year
4. Other Employment Changes
 - a. Roxi Klein – 2023 – 2024 Hillsboro Middle/High School Media Center Aide Hours Per Day Change
Approved changing schedule from 8 hours per day to 7.5 hours per day for the 2023 – 2024 school year
 - b. Diane Litwiller – 2023 – 2024 Hillsboro Elementary School Classroom Aide Days Per Week Change
Approved changing schedule to 5 days per week and 7 hours per day for the 2023 – 2024 school year

G. Reports

1. Superintendent's Report
 - a. Special Board Meeting for Budget Hearing
 - b. Summer Projects Update
2. TEEN Report
3. MCSEC Report
4. Business Manager's Report
Scott Winter moved to approve the payment of bills totaling \$438,814.40 and the following reports. Motion seconded by Jim Paulus. Carried 7-0.
 - USD 410 Activity Account Report
 - USD 410 Activity Account Bank Reconciliation
 - District Report of Transfers
 - District Cash Summary Report
 - District Accounts Bank Reconciliation, Bank Account Balance Report, and Securities Report
 - District Expense Budget Report

H. Executive Session – Negotiations

Jared Jost moved for the Board to go into executive session at 9:18 p.m. with the Superintendent and the Clerk of the Board 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 9:25 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 9:25 p.m. with the Superintendent and the Clerk of the Board 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 9:30 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 9:30 p.m. with the Superintendent and the Clerk of the Board 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 9:35 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

I. Adjournment

President Jared Jost declared the meeting adjourned at 9:37 p.m.

Jerry Hinerman, Clerk

UNIFIED SCHOOL DISTRICT NO. 410
Durham-Hillsboro-Lehigh

MINUTES – SPECIAL BOARD MEETING
USD 410 District Office Conference Room
June 28, 2023 12:00 p.m.

Members Present:

Jared Jost
Scott Winter

Sarah Fenske

Jim Paulus

Members Absent:

Jessey Hiebert

Rod Koons

Sara Wichert

Administrators:

Clint Corby

Others:

Jerry Hinerman, Clerk

A. Meeting Called to Order

President Jared Jost called the meeting to order at 12:00 p.m.

B. Republished Fiscal Year 2023 Budget Hearing

President Jared Jost declared the Board would enter into the republished Fiscal Year 2023 budget hearing as required by Kansas statutes and invited those wishing to comment concerning the republished Fiscal Year 2023 budget to speak to the Board.

After allowing time for comments, Jared Jost declared the republished Fiscal Year 2023 budget hearing closed.

Scott Winter moved to approve the republished Fiscal Year 2023 budget as presented. Motion seconded by Sarah Fenske. Carried 4-0.

C. Action/Discussion Items

1. Approval of payment of bills

Jim Paulus moved to approve the payment of bills totaling \$1,581.20. Motion seconded by Scott Winter. Carried 4-0.

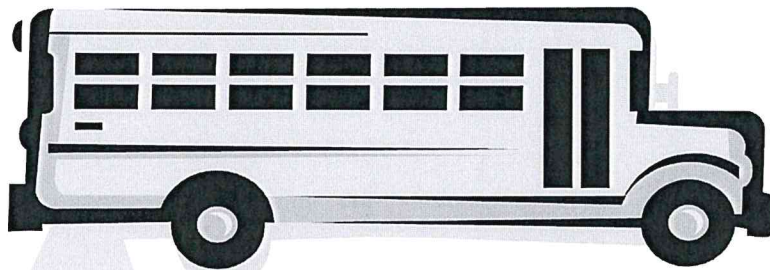
D. Adjournment

Jared Jost declared the meeting adjourned at 12:02 p.m.

Jerry Hinerman, Clerk

**STUDENT TRANSPORTATION
HANDBOOK
2023-2024**

AUGUST 2023



**Unified School District # 410
Hillsboro-Durham-Lehigh**

**416 S. Date Street
HILLSBORO, KANSAS**

Karen Goossen, Transportation Director

Office Phone – (620) 947-3184

Cell Phone – (620) 877-0502

Riding / Not Riding Calls – (620) 877-0502

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TRANSPORTATION INFORMATION

2

Transportation is provided by Unified School District #410 to all students living outside the city limits of Hillsboro.

U.S.D. #410 covers 232 square miles with an approximate enrollment of 569 students. About 40% of these students are transported in school owned vehicles.

U.S.D. #410 owns 31 buses and vans, has approximately 6 daily routes traveling approximately 1384 miles per day, or 251,406 miles per year. This total includes buses and vans that travel on activity trips. (Miles based on 2022-2023 school year.)

BUS PROCEDURES

A. Bus Safety Rules.

1. Be courteous, do not use profane language.
2. Do not eat or drink on regular routes.
3. Keep the bus clean.
4. Co-operate with the driver.
5. Do not tamper with or damage the bus, or the equipment.
6. Stay in your seat. Keep head, hands and feet inside the bus and to yourself.
7. Do not fight, push or shove.
8. Do not bring pets on the bus.
9. Tobacco, firearms/weapons will not be allowed on the bus.
10. The bus driver is authorized to assign seats.

B. Bus Conduct Report

No driver can be expected to be a safe driver when riders who misbehave take attention from the road. So that parents may know when drivers are having problems a Bus Conduct report will be sent to the parents. For certain types of behavior, a student may lose bus-riding privileges for the first offense.

A copy of the report is below:

BUS CONDUCT REPORT HILLSBORO USD #410		STUDENT'S NAME		GRADE	DATE OF INCIDENT
		BUS NO.	A.M. P.M.	DRIVER'S NAME	
NOTICE TO PARENTS					
1. The purpose of this report is to inform you of a disciplinary incident involving the student on the school bus.					
2. You are urged to both appreciate the action taken by the driver and to cooperate with the corrective action initiated today.					
DRIVER'S REPORT					
<input type="checkbox"/>	VIOLETION OF SAFETY PROCEDURES	EXCESSIVE MISCHIEF		EATING - DRINKING - LITTERLING	
<input type="checkbox"/>	DESTRUCTION OF PROPERTY			RUDE - DISCOURTEOUS - ANNOYING	
<input type="checkbox"/>	FIGHTING - PUCHING - TRIPPING	SMOKING		UNACCEPTABLE LANGUAGE	
PRELIMINARY ACTION:		PRESENT ACTION AND RECOMMENDATIONS:			
<input type="checkbox"/>	CHECKED STUDENT'S FOLDER	STUDENT REGRETS INCIDENT, COOPERATIVE			
<input type="checkbox"/>	HELD CONFERENCE WITH STUDENT	RECRURRING INCIDENTS WILL BE REPORTED			
<input type="checkbox"/>	SENT PREVIOUS REPORT HOME	STUDENT DENIED BUS PRIVILEGE UNTIL			
<input type="checkbox"/>	TELEPHONED PARENT	STUDENT PLACED ON PROBATION			
<input type="checkbox"/>		STUDENT SUSPENDED			

Safety Precaution: Hand rails, doors, etc. can be dangerous in relation to drawstrings on clothing. Please take into consideration the type of clothing, bags, etc. you purchase for your children. Drawstrings with large knots or accessories at the end do get caught quite easily.

C. Video Cameras

Some of our buses are equipped with video cameras. From time to time your child's behavior will be monitored while riding the bus by these cameras.

D. Loading Docks

(1) Regular Route Guidelines

1. Morning routes are not designed for students to be late. Be on time. When the weather permits be outside at the road waiting for the bus.
2. Stay off the road while waiting for the bus. Stand at least 20 feet away from the bus stop.
3. Pupils are to remain seated facing forward while the bus is in motion.
4. When loading or when leaving a bus, pupils must observe the directions of the driver. Students crossing the road are to walk at least 10 feet in front of the bus after making sure the roadway is clear.
5. In cold weather, riders must bring adequate clothing to cope with emergencies.

(2) Elementary Loading & Unloading

Elementary bus students will be unloading in the morning, and loaded in the evening in the circle drive. Parents who are picking up and dropping off students at the elementary school should do so in the drive along the east side of the building. Students should be picked up from the curb next to the building. They should not cross in front of cars to get to the vehicle they are to ride in. Parents please be patient and wait until you can drive up next to the curb.

(3) H.H.S. & H.M.S.

The buses will load and unload on "A" Street near the Robert C. Brown Gymnasium.

(4) Hillsboro Elementary Pre-School

Students will load and unload in the circle drive.

E. Pre-K Routes

Pre-K routes are provided for rural students who need to be bused home.

F. Bad Weather Conditions & Crossing the Road

We have stops along Highway K-15 where occasionally children may need to cross the highway. These heavy traffic conditions can create hazardous situations, especially when the weather is bad. To try to help these situations parents should instruct their children to listen very carefully to the drivers instructions. If you have small children perhaps you will want to accompany them to the bus stop to make sure they board the bus safely. This would be wise at least until the child is well acquainted with the correct procedure. We will do our best to avoid crossing K-15 if at all possible.

When weather conditions are unfavorable (especially poor visibility) no one plan will work for each stop. Our drivers are aware of these difficult situations and are concerned. They are willing and want to provide the safest ride possible. Be sure to become acquainted with your driver and work out these situations with him/her.

G. Destination Changes

Pupils will load and unload from their assigned bus at regular established stops, unless written permission is granted to be let off at other stops along an existing route. Buses will not take children to destinations off the regular route. A written request from the sending parent must be presented to the driver. If none is received, the student will remain at school or be returned to school and the parent contacted. This contact can be made by either the school office or the driver.

If an emergency arises during the school day, you may want to plan for someone to be at your home when your children arrive there or you can plan for someone else to pick up your children at school.

Students who are not regularly assigned to a bus may only ride as the guest of a rider. The parent of the bus student or the parent of the guest, must make a written request with the bus driver for the guest child to be on the bus. **Limit** - one guest per family unless pre-arranged with the transportation office due to seating capacity.

H. Student Living Outside the District

Students living out of the district will be picked up at a point in the district that is most convenient for the district. Parents must make written request with the Transportation Director, before the pickup is to begin.

I. Not Riding

It is very important that anyone not riding the bus on any given day inform the transportation office at **(620)877-0502**. **** Please do not text or call the driver between 6:00 am and 7:45 am. or 3:00 pm and 5:00 pm.***

J. Vandalism

Students are encouraged to help care for the bus. Willful damage or destruction to any part of the bus is prohibited. An effort is always made to discover who committed the act of vandalism. The student or parent will be held responsible to pay for any damage.

K. Activity Bus Trips

All USD #410 transportation policies are in effect when riding an activity bus. The following guidelines also apply to activity trips:

The sponsor or coach will be responsible for the supervision of students while riding an activity bus. The sponsor or coach shall also be responsible for the student's actions during the game or activity. The sponsor and/or driver have the right to recommend denial of a student's activity bus privileges indefinitely for misconduct on the trip. The bus driver will then fill out a Bus Conduct Report to be turned in to the building principal who may deny a student's activity bus riding privileges indefinitely.

There are two ways that a student shall be given permission not to return on the school bus from an activity:

1. A parent or guardian (only) must speak directly with the student sponsor (teacher or coach) at the activity withdrawing the student from the return bus ride.
 2. A written request to withdraw the student from the return bus ride is:
 - signed by the parent or guardian,
 - presented to the principal, preferably in advance of the scheduled trip,
 - has the principal's signed approval on the note, (this note will be phone-verified by the principal's office with the parent), if the parent cannot be reached, approval will not be given,
- is presented to the bus driver by the teacher or coach prior to departing on the trip.

Routes for activity trips will be planned ahead of time with the transportation supervisor and drivers involved and will not change to accommodate students.

Any student living along the planned activity route may be picked up by or depart from the bus at his/her home, at the Lehigh City Building, or the Durham Baptist Church. Any other pick up or departure point along the planned route requires the parents of the student to be present. For either a pick-up or a departure from the bus along the planned activity route to occur, a written request signed by the parent or guardian must be presented to the principal in advance of the scheduled activity trip. The principal must approve the request, sign it and the approved request must be presented to the driver prior to departing on the trip.

The building principal may assign a sponsor(s) to activity and field trips to assist the driver in the supervision of students.

On activity trips **only** will the following special provisions also apply:

-Cell Phones, Walkman radios and/or tape/CD players using ear phones will be allowed.

-Food and drinks are permitted as long as all trash is placed in the container provided.

THE SCHOOL BUS STOP LAW:

Most people know that they are supposed to stop when a school bus is loading or unloading passengers, but do you know the details:

Yellow flashing lights indicate the bus is going to stop. You **MUST STOP WHEN THE RED LIGHTS ARE FLASHING AND THE STOP SIGN IS OUT.**

A federal law requires that **ALL BUSES MUST STOP** at all railroad crossings.

The intent of a recent change in the law is to require fewer stops by the general public. In fact, school bus drivers often want other vehicles to proceed on past so they can more safely open the door and discharge passengers. Most drivers prefer to have other traffic completely out of the way before letting children off the bus.

Required stop or not, always be especially cautious when near a stopped school bus.

Should you have any difficulty understanding any instructions in this handbook, please contact the Transportation Director for clarification. Thank you for your cooperation. Our first concern is for the safe transportation of your children.

L. Weather - Emergency School Closing

Emergency school closings are broadcast over the following TV stations:

Television Stations

KWCH
KAKE
KSNW

Channel 12
Channel 10
Channel 3

USD 410 Website

Thrill Share message system

www.usd410.net

M. Emergency Evacuation Drills

Emergency evacuation drills are conducted with USD #410 students on a yearly basis.

N. Bus Schedules

** Times subject change depending on enrollment changes.*

(1) **Lehigh Students:**

7:03 a.m. City Building

7:06 a.m. Maria Street

(2) **Durham Students:**

7:05 a.m. Durham Baptist Church

O. Know Your Driver

Following is a list of drivers for the 2022-2023 school year and their phone numbers. Be sure to become acquainted with your driver. Problems are best addressed when both parties feel free to call each other. Bus drivers will contact parents prior to the beginning of the school year with planned route pick up times.

*****Please do not call or text drivers from 6:00am – 7:45 am or 3:00 pm – 5:00 pm
Contact the transportation office at 877-0502.***

Regular Route:

Steve Glahn	620-381-1094
Daryl Kliewer	620-382-4323
Tammy Ware	785-466-6858
Open Position	000-000-0000
Open Position	000-000-0000

Substitute Drivers

Doug Sisk
David Lockwood
Harold Loewen
Charlene Pschigoda

Oasis Route

Terry Stubblefield 316-990-1025

Transportation Director

Karen Goossen, office 947-3184 opt. 4
Call or text 877-0502 (Cell)

JUNE 2023 UPDATED KASB POLICIES AND FORMS

The KASB June 2023 policy updates are now available, which means another school year has come to an end. The following policy recommendations have been edited and revised by the KASB Legal/Policy Services staff. The table below explains in detail the changes in policies.

Finally, as previously noted, the KASB policies have undergone a facelift. The font and spacing has been updated to 11 pt. Times New Roman with 1.5 inches between lines.

If you have any questions concerning these policy updates, please direct them to Leslie Garner, KASB's Policy Specialist/Legal Coordinator, at lgarner@kasb.org or at 1-800-432-2471.

	RATIONALE FOR RECOMMENDED REVISION OR ADDITION	RECOMMENDED ACTION
AG Closing of School Buildings (revised)	This policy was updated to reflect the changes in the building closure procedure as outlined in HB 2138, Section 3.	Review and adopt to promote compliance with state law effective January 1, 2024
GAAF Emergency Safety Interventions (revised)	This policy was revised to reflect changes made to K.A.R. 91-42-1 and K.A.R. 91-42-2 regarding the definitions and use of emergency safety interventions.	Review and adopt to promote compliance with state regulation effective May 25, 2023
GAOA Drug-Free Workplace (revised)	Technical change to remove repeated language that was not needed.	Review and adopt.
GARID Military Leave (revised)	This policy was updated to align with the applicable federal regulation.	Review and adopt to promote compliance with federal law
GBQA Reduction of Teaching Staff (revised)	This policy was updated to clarify whether language of the professional agreement or the policy would be applicable.	Review and adopt if preferred to former policy
IFCC Overnight Accommodations (NEW)	This policy was created to outline the requirements of overnight accommodations for students during school district sponsored travel. This change is necessitated by the passage of HB 2138. See Section 1 of the bill. <u>This law requires the board to adopt a policy.</u>	Review and adopt to promote compliance with state law effective July 1, 2023

JBC Enrollment (revised)	This policy was revised to remove the language regarding nonresident students due to changes in state law. Provisions regarding nonresident students are now in Policy JBCC.	Review and adopt to promote compliance with state law effective January 1, 2024
JBCC Enrollment of Nonresident Students (NEW)	<p>Prior to adopting this policy, the board of education shall call and hold a hearing on the proposed policy.</p> <ul style="list-style-type: none"> • The board of education shall provide notice of such hearing, which shall include the time, date and place of the public hearing to be held on the proposed policy. • Such notice shall be published at least once each week for two consecutive weeks in a newspaper of general circulation in the school district and shall also be posted on the school district's website. <p>This policy was created to outline the requirements for the enrollment of nonresident students, including required actions such as determining capacity, accepting applications, and admitting nonresident students. This change was necessitated by the passage of S Sub for HB 2567 and H Sub for SB 113.</p> <p><u>This law requires the board to adopt a policy.</u></p>	Review and adopt to promote compliance with state law effective January 1, 2024
JGFGA Administration of Emergency Opioid Antagonists (NEW)	This policy was drafted to provide guidance to districts regarding the administration of emergency opioid antagonists, such as naloxone or Narcan.	Review and adopt if desired
JH Student Activities (revised)	This policy was drafted to reflect the changes in state law regarding participation in student activities and athletics by homeschool and part-time students. This change was necessitated by the passage of H Sub for SB 113. See Sections 5 and 6.	Review and adopt to promote compliance with state regulation effective June 8, 2023
KK Disposal of District Property (revised) (new title)	This policy was amended to reflect the new procedure required prior to the sale of a district building, ultimately giving the state the right of first refusal to purchase said building. This change is necessitated by the passage of H Sub for SB 113. See Section 4 of the bill.	Review and adopt to promote compliance with state regulation effective June 8, 2023
KN Complaints(revised)	This policy was updated to clarify the role of the appeal officer when the initial determination in a formal complaint has been appealed.	Review and adopt

	FORM UPDATED	
JGFGA Naloxone Incident Report (NEW FORM)	This form was created in conjunction with Policy JGFGA and should be utilized when naloxone or Narcan has been administered on school property.	Review and adopt if desired
TOTALS =	Existing Policy Revisions – 9 New Policies – 3 New Form - 1 Existing Table of Contents – A; I; J; K; N	

Closing School Buildings

AG

(See AD)

Upon request of the board, the superintendent shall present to the board plans for efficient use of all school attendance centers. ~~The board reserves the right to close school buildings as provided for in current law.~~

Building Closure Process

The board, by adoption of a resolution, may close any school building at any time it determines the closure would improve the school system of the district. The board may close more than one school building in one resolution. Such a resolution shall require a majority vote of the members of the board and shall require no other approval.

Prior to adopting a resolution closing any school building, the board shall call and hold a hearing on the proposal. The notice of such hearing shall include the reasons for the proposed closing, the name of any affected school building, and the name of any school building to which the involved students shall be reassigned. Such notice also shall include the time, date, and place of the public hearing to be held on the proposal. Such notice shall be published at least once each week for two consecutive weeks in a newspaper of general circulation in the school district. The last publication shall be at least 10 but not more than 20 days prior to the date of the public hearing.

At any such hearing, the board shall hear testimony as to the advisability of the proposed closing, and a representative of the board shall present the board's proposal for such closing. Following the public hearing, or any continuation of such hearing, and after considering all of the testimony and evidence presented or submitted at the public hearing, the board shall determine whether the school building should be closed to improve the school system of the unified school district.

State Board Administrative Review

If a valid request is made not later than 45 days after the adoption of a resolution to close a school building or buildings, the state board of education shall conduct an administrative review of the resolution and issue an advisory determination, not later than 45 days after receipt of the request, to the school district that states whether the school district's resolution is reasonable under the totality of the circumstances.

Upon receipt of an advisory determination, including any advisory determination that the resolution is reasonable, the board of education of such school district shall reconsider such resolution. In reconsidering such resolution, the board of education shall hold a public hearing as provided in current law and may approve, modify and approve, or rescind such resolution upon the conclusion of such

hearing.

No resolution adopted in regard to a school closing shall be effective until, at minimum, the 45-day time period has elapsed without a request for administrative review.

Approved:

KASB Recommendation – 1/01; 4/07; 6/23

Emergency Safety Interventions

GAAF

(See GAO, JRB, JQ, and KN)

The board of education is committed to limiting the use of Emergency Safety Intervention (“ESI”), such as seclusion and restraint, with all students. Seclusion and restraint shall be used only when a student’s conduct necessitates the use of an emergency safety intervention as defined below. The board of education encourages all employees to utilize other behavioral management tools, including prevention techniques, de-escalation techniques, and positive behavioral intervention strategies.

This policy shall be made available on the district website with links to the policy available on any individual school pages. In addition, this policy shall be included in at least one of the following: each school’s code of conduct, school safety plan, or student handbook. Notice of the online availability of this policy shall be provided to parents during enrollment each year.

Definitions

_____ “Area of purposeful isolation” means any separate space, regardless of any other use of that space, other than an open hallway or similarly open environment.

_____ “Campus police officer” means a school security officer designated by the board of education of any school district pursuant to K.S.A. 72-6146, and amendments thereto.

_____ “Chemical Restraint” means the use of medication to control a student’s violent physical behavior or restrict a student’s freedom of movement.

_____ “Emergency Safety Intervention” is the use of seclusion or physical restraint; but does not include physical escort or the use of time-out.

_____ “Incident” means each occurrence of the use of an emergency safety intervention.

_____ “Law enforcement officer” and “police officer” mean a full-time or part-time salaried officer or employee of the state, a county, or a city, whose duties include the prevention or detection of crime and the enforcement of criminal or traffic law of this state or any Kansas municipality. This term includes a campus police officer.

_____ “Legitimate law enforcement purpose” means a goal within the lawful authority of an officer that is to be achieved through methods or conduct condoned by the officer’s appointing authority.

_____ “Mechanical Restraint” means any device or object used to limit a student’s movement.

_____ “Parent” means:

- a natural parent;
- an adoptive parent;
- a person acting as a parent as defined in K.S.A. 72-3122(d)(2), and amendments thereto;

Emergency Safety Interventions

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- a legal guardian;
- an education advocate for a student with an exceptionality;
- a foster parent, unless the student is a child with an exceptionality; or
- a student who has reached the age of majority or is an emancipated minor.

“Physical Escort” means the temporary touching or holding the hand, wrist, arm, shoulder, or back of a student who is acting out for the purpose of inducing the student to walk to a safe location.

“Physical Restraint” means bodily force used to substantially limit a student’s movement, except that consensual, solicited, or unintentional contact and contact to provide comfort, assistance, or instruction shall not be deemed to be physical restraint.

“Purposefully isolate” when used regarding a student, means that school personnel are not meaningfully engaging with the student to provide instruction and any one of the following occurs:

1. Removal of the student from the learning environment by school personnel;
2. Separation of the student from all or most peers and adults in the learning environment by school personnel; or
3. Placement of the student within an area of purposeful isolation by school personnel.

“School resource officer” means a law enforcement officer or police officer employed by a local law enforcement agency who is assigned to a district through an agreement between the local law enforcement agency and the district.

“School security officer” means a person who is employed by a board of education of any school district for the purpose of aiding and supplementing state and local law enforcement agencies in which the school district is located; but is not a law enforcement officer or police officer.

“Seclusion” means placement of a student for any reason other than for in-school suspension, detention, or any other appropriate disciplinary measure in a location where ~~all both~~ of the following conditions are met:

- School personnel purposefully isolate the student; and the student is placed in an enclosed area by school personnel;
- ~~the student is purposefully isolated from adults and peers; and~~
- the student is prevented from leaving; or has reason to believe, reasonably believes that he or she the student will be prevented from leaving the enclosed area of purposeful isolation.

“Time-out” means a behavioral intervention in which a student is temporarily removed from a learning activity without being secluded.

Prohibited Types of Restraint

All staff members are prohibited from engaging in the following actions with all students:

- Using face-down (prone) physical restraint;
- Using face-up (supine) physical restraint;
- Using physical restraint that obstructs the student’s airway;
- Using physical restraint that impacts a student’s primary mode of communication;
- Using chemical restraint, except as prescribed treatments for a student’s medical or psychiatric condition by a person appropriately licensed to issue such treatments; and
- Use of mechanical restraint, except:

Emergency Safety Interventions

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- Protective or stabilizing devices required by law or used in accordance with an order from a person appropriately licensed to issue the order for the device;
- Any device used by a certified law enforcement officer to carry out law enforcement duties; or
- Seatbelts and other safety equipment when used to secure students during transportation.

Use of Emergency Safety Interventions

ESI shall be used only when a student presents a reasonable and immediate danger of physical harm to such student or others with the present ability to ~~affect~~ affect such physical harm. Less restrictive alternatives to ESI, such as positive behavior interventions support, shall be deemed inappropriate or ineffective under the circumstances by the school employee witnessing the student’s behavior prior to the use of any ESI. The use of ESI shall cease as soon as the immediate danger of physical harm ceases to exist. Violent action that is destructive of property may necessitate the use of an ESI. Use of an ESI for purposes of discipline, punishment, or for the convenience of a school employee shall not meet the standard of immediate danger of physical harm.

ESI Restrictions

A student shall not be subjected to ESI if the student is known to have a medical condition that could put the student in mental or physical danger as a result of ESI. The existence of such medical condition ~~must~~ shall be indicated in a written statement from the student’s licensed health care provider, a copy of which has been provided to the school and placed in the student’s file.

Such written statement shall include an explanation of the student's diagnosis, a list of any reasons why ESI would put the student in mental or physical danger, and any suggested alternatives to ESI. ~~Notwithstanding~~ In spite of the provisions of this subsection, a student may be subjected to ESI; if not subjecting the student to ESI would result in significant physical harm to the student or others.

Use of Seclusion

When a student is placed in seclusion, a school employee shall ~~be able to see and hear the student at all times.~~ The presence of another person in the area of purposeful isolation or observing the student from outside the area of purposeful isolation shall not create an exemption from otherwise reporting the incident as seclusion. When a student is placed in or otherwise directed to an area of purposeful isolation, the student shall have reason to believe that the student is prevented from leaving.

~~All seclusion rooms~~ If the area of purposeful isolation is equipped with a locking door designed to prevent a student from leaving the area of purposeful isolation, the door shall be designed to ensure that the lock automatically disengages when the school employee viewing the student walks away from the seclusion room ~~area of purposeful isolation, or in case of emergency, such as fire or severe weather.~~

An area of purposeful isolation ~~seclusion room~~ shall be a safe place with proportional and similar characteristics as ~~other~~ those of rooms where students frequent. Such ~~room~~ area shall be free of any condition that could be a danger to the student, well-ventilated, and sufficiently lighted.

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Training

All staff members shall be trained regarding the use of positive behavioral intervention strategies, de-escalation techniques, and prevention techniques. Such training shall be consistent with nationally recognized training programs on ESI. The intensity of the training provided will depend upon the employee's position. Administrators, licensed staff members, and other staff deemed most likely to need to restrain a student will be provided more intense training than staff who do not work directly with students in the classroom. District and building administration shall make the determination of the intensity of training required by each position.

Each school building shall maintain written or electronic documentation regarding the training that was provided and a list of participants, which shall be made available for inspection by the state board of education upon request.

Notification and Documentation

The principal or designee shall notify the parent the same day as an incident. The same-day notification requirement of this subsection shall be deemed satisfied if the school attempts at least two methods of contacting the parent. A parent may designate a preferred method of contact to receive the

same-day notification. Also, a parent may agree, in writing, to receive only one same-day notification from the school for multiple incidents occurring on the same day.

Documentation of the ESI used shall be completed and provided to the student's parents no later than the school day following the day of the incident. Such written documentation shall include:

- ~~___~~—(A) The events leading up to the incident;
- ~~___~~—(B) student behaviors that necessitated the ESI;
- ~~___~~—(C) steps taken to transition the student back into the educational setting;
- ~~___~~—(D) the date and time the incident occurred, the type of ESI used, the duration of the ESI, and the school personnel who used or supervised the ESI;
- ~~___~~—(E) space or an additional form for parents to provide feedback or comments to the school regarding the incident;
- ~~___~~—(F) a statement that invites and strongly encourages parents to schedule a meeting to discuss the incident and how to prevent future incidents; and
- ~~___~~—(G) email and phone information for the parent to contact the school to schedule the ESI meeting. Schools may group incidents together when documenting the items in subparagraphs (A), (B) and (C) if the triggering issue necessitating the ESIs is the same.

Emergency Safety Interventions

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The parent shall be provided the following information after the first and each subsequent incident during each school year:

- ~~A~~ a copy of this policy which indicates when ESI can be used;
- a flyer on the parent's rights;
- information on the parent's right to file a complaint through the local dispute resolution process (which is set forth in this policy) and the complaint process of the state board of education; and
- information that will assist the parent in navigating the complaint process, including contact information for Families Together and the Disability Rights Center of Kansas.

Upon the first occurrence of an incident of ESI, the foregoing information shall be provided in printed form or, upon the parent's written request, by email. Upon the occurrence of a second or subsequent incident, the parent shall be provided with a full and direct website address containing such information.

Law Enforcement, School Resource, and Campus Security Officers

Campus police officers and school resource officers shall be exempt from the requirements of this policy when engaged in an activity that has a legitimate law enforcement purpose. School security officers shall not be exempt from the requirements of this policy.

If a school is aware that a law enforcement officer or school resource officer has used seclusion, physical restraint, or mechanical restraint on a student, the school shall notify the parent the same day using the parent's preferred method of contact. A school shall not be required to provide written documentation to a parent, as set forth above, regarding law enforcement use of an emergency safety intervention, or report to the state department of education any law enforcement use of an emergency safety intervention. For purposes of this subsection, mechanical restraint includes, but is not limited to, the use of handcuffs.

Documentation of ESI Incidents

Except as specified above with regard to law enforcement or school resource officer use of emergency safety interventions, each building shall maintain documentation any time ESI is used with a student. The documentation shall include all of the following:

- Date and time of the ESI,
- Type of ESI,
- Length of time the ESI was used,

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- School personnel who participated in or supervised the ESI,
- Whether the student had an individualized education program at the time of the incident,
- Whether the student had a section 504 plan at the time of the incident, and
- Whether the student had a behavior intervention plan at the time of the incident.

All such documentation shall be provided to the building principal, who shall be responsible for providing copies of such documentation to the superintendent or the superintendent's designee on at least a biannual basis. At least once per school year, each building principal or designee shall review the documentation of ESI incidents with appropriate staff members to consider the appropriateness of the use of ESI in those instances.

Reporting Data

District administration shall report ESI data to the state department of education as required.

Parent Right to Meeting on ESI Use

After each incident, a parent may request a meeting with the school to discuss and debrief the incident. A parent may request such meeting verbally, in writing, or by electronic means. A school shall

hold a meeting requested under this subsection within 10 school days of the parent's request. The focus of any such meeting shall be to discuss proactive ways to prevent the need for emergency safety interventions and to reduce incidents in the future.

For a student with an IEP or a Section 504 plan, such student's IEP team or Section 504 plan team shall discuss the incident and consider the need to conduct a functional behavioral assessment, develop a behavior intervention plan, or amend the behavior intervention plan if already in existence.

For a student with a section 504 plan, such student's section 504 plan team shall discuss and consider the need for a special education evaluation. For students who have an individualized education program and are placed in a private school by a parent, a meeting called under this subsection shall include the parent and the private school, who shall consider whether the parent should request an individualized education program team meeting. If the parent requests an individualized education program team meeting, the private school shall help facilitate such meeting.

For a student without an IEP or Section 504 plan, the school staff and the parent shall discuss the incident and consider the appropriateness of a referral for a special education evaluation, the need for a functional behavioral assessment, or the need for a behavior intervention plan. Any such meeting shall include the student's parent, a school administrator for the school the student attends, one of the student's teachers, a school employee involved in the incident, and any other school employees designated by the school administrator as appropriate for such meeting.

Emergency Safety Interventions

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The student who is the subject of such meetings shall be invited to attend the meeting at the discretion of the parent. The time for calling such a meeting may be extended beyond the 10-day limit if the parent of the student is unable to attend within that time period. Nothing in this section shall be construed to prohibit the development and implementation of a functional behavior assessment or a behavior intervention plan for any student if such student would benefit from such measures.

Local Dispute Resolution Process

If a parent believes that an emergency safety intervention has been used on the parent's child in violation of state law or board policy, the parent may file a complaint as specified below.

The board of education encourages parents to attempt to resolve issues relating to the use of ESI informally with the building principal and/or the superintendent before filing a formal complaint with the board. Once an informal complaint is received, the administrator handling such complaint shall investigate such matter, as deemed appropriate by the administrator. In the event that the complaint is resolved informally, the administrator must provide a written report of the informal resolution to the superintendent and the parents and retain a copy of the report at the school. The superintendent will share

the informal resolution with the board of education and provide a copy to the state department of education.

If the issues are not resolved informally with the building principal and/or the superintendent, the parents may submit a formal written complaint to the board of education by providing a copy of the complaint to the clerk of the board and the superintendent within thirty (30) days after the parent is informed of the incident.

Upon receipt of a formal written complaint, the board president shall assign an investigator to review the complaint and report findings to the board as a whole. Such investigator may be a board member, a school administrator selected by the board, or a board attorney. Such investigator shall be informed of the obligation to maintain confidentiality of student records and shall report the findings of fact and recommended corrective action, if any, to the board in executive session.

Any such investigation must be completed within thirty (30) days of receipt of the formal written complaint by the board clerk and superintendent. On or before the 30th day after receipt of the written complaint, the board shall adopt written findings of fact and, if necessary, appropriate corrective action. A copy of the written findings of fact and any corrective action adopted by the board shall only be provided to the parents, the school, and the state department of education and shall be mailed to the parents and the state department within 30 days of the board's receipt of the formal complaint.

~~Emergency Safety Interventions~~

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If desired, a parent may file a complaint under the state board of education administrative review process within thirty (30) days from the date a final decision is issued pursuant to the local dispute resolution process.

Approved:

KASB Recommendation – 6/13; 12/13; 6/15; 6/16; 6/18; 12/18; 6/23

Drug-Free Workplace

GAOA

(See LDD)

Maintaining a drug-free workplace is important in establishing an appropriate learning environment for the students of the district. ~~Unless otherwise specified in this policy.~~ The unlawful manufacture, distribution, sale, dispensation, possession, or use of a controlled substance is prohibited at school, on or in school district property; and at school sponsored activities, programs, and events. Possession and/or use of a controlled substance by an employee for the purposes of this policy shall only be permitted if such substance was obtained directly, or pursuant to a valid prescription or order issued thereto, from a person licensed by the state to dispense, prescribe, or administer controlled substances and any use is in accordance with label directions.

Alternative I

As a condition of employment in the district, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, distribute, dispense, possess, and/or use controlled substances in the workplace.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction. The superintendent shall then ensure that notice of such conviction is given to any granting agency within 10 days of receiving notice thereof.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include, suspension, placement on probationary status, or other disciplinary action including termination. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program. Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug-Free Workplace Act of 1988. It is not intended to supplant or otherwise diminish disciplinary actions which may be taken under board policies or the negotiated agreement.

~~Maintaining a drug-free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the district.~~

Alternative II

As a condition of employment in the _____ program, which is wholly or partially funded with federal grant monies, employees in the program shall abide by the terms of this policy.

Employees in the _____ program shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.

Any employee in the _____ program who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction.

The superintendent shall then ensure that notice of such conviction is given to any granting agency within 10 days of receiving notice thereof.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. Alternatively, or in addition to any other action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

Each employee in the _____ shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug-Free Workplace Act of 1988. It is not intended to supplant or otherwise diminish disciplinary actions which may be taken under board policies or the negotiated agreement.

Approved:

KASB Recommendation - 9/97; 2/98; 4/07; 6/12; 12/13; 6/23

Military Leave

GARID

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Rights Act of 1994. The Act applies to military service that began on or after December 12, 1994, or military service that began before December 12, 1994, if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of “service in the uniformed services.” The uniformed services consist of the following military branches:

- Army, Navy, Marine Corps, Air Force or Coast Guard.
- Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve.
- Army National Guard or Air National Guard.
- Commissioned corps of the Public Health Service.
- Any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) year limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by law. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the

Military Leave

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individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence.

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to ~~18~~24 months at a cost of up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. All pensions which are a reward for length of service are protected.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving.

Notice is not required if military necessity prevents the giving of notice; or, if the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used, ~~(but is not required,)~~ while performing military duty. The individual's timeframe for returning to work is based upon the time spent on military duty.

TIME SPENT ON MILITARY DUTY	RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT
Less than 31 days:	Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.
More than 30 but less than 181 days:	Must submit an application for reemployment within 14 days of release from service.
More than 180 days:	Must submit an application for reemployment within 90 days of release from service.

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

- ~~T~~he application for reemployment is timely;
- the five-year service limitation has not been exceeded; and
- separation from service was under honorable conditions.

If documentation is not readily available or does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more

Military Leave

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reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Questions regarding military leave should be directed to Veterans' Employment and Training Service, U.S. Department of Labor.

Kansas law also requires reemployment if an individual is called to active duty by the state.

Approved:

KASB Recommendation 9/97; 4/07; 6/08; 6/09; 6/10; 6/23

Reduction of Teaching Staff

GBQA

Unless otherwise provided in the negotiated agreement, if the board decides that the size of the teaching staff must be reduced, the following guidelines in the following rule or the negotiated agreement, if applicable, shall be followed.

—Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement. Following attrition, if additional reductions are required,

—The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

- The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board.
- The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.
- The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations, and interests shall be considered.

If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

Approved:

KASB Recommendation – 2/98; 4/07; 6/14; 6/23

During school district sponsored travel that requires overnight stays by students, separate overnight accommodations will be provided for students of each biological sex.

Definitions

“Biological sex” means the biological indication of male and female in the context of reproductive potential or capacity, such as sex chromosomes, naturally occurring sex hormones, gonads, and nonambiguous internal and external genitalia present at birth, without regard to an individual’s psychological, chosen, or subjective experience of gender.

“School district sponsored travel” means any travel that is necessary for students to attend, participate, or compete in any event or activity that is sponsored or sanctioned by a school operated by the school district, including, but not limited to, any travel that is organized:

- By any club or other organization recognized by the school;
- Through any communication facilitated by the school, such as email; or
- Through fundraising activities conducted, in whole or in part, by school district employees or on school district property.

Notice to Parents

This policy will be provided to parents prior to a student’s participation in a school district sponsored activity or travel that requires overnight stays by students.

Approved:

KASB Recommendation – 6/23

Administration of Emergency Opioid Antagonists

JGFGA

Kansas law creates standards governing the use and administration of emergency opioid antagonists approved by the U.S. Food and Drug Administration ("FDA") to inhibit the effects of opioids and for the treatment of an opioid overdose. Any first responder or school nurse is authorized to possess, store, and administer emergency opioid antagonists as clinically indicated, provided that all personnel with access to emergency opioid antagonists are trained in proper protocol.

Similarly, Kansas law allows a patient or bystander (meaning a family member, friend, caregiver, or other person in a position to assist a person who the bystander believes to be experiencing an opioid overdose) to acquire and utilize emergency opioid antagonists.

Therefore, to prioritize student health and safety in its schools, programs, and activities, the board authorizes the district to obtain, store, and administer naloxone, Narcan, and/or other opioid antagonists for emergency use in its schools. The school nurse or other properly trained staff member may administer such medication in emergency situations. Opioid antagonists may be available during the regularly scheduled school day. They may be available at other times at the discretion of the superintendent.

The board establishes the following rules governing the utilization and administration of emergency opioid antagonists, such as, but not necessarily limited to, naloxone and Narcan, by members of district staff.

Training

If obtaining the emergency opioid antagonist through a pharmacy, the providing pharmacy of the emergency opioid antagonist (hereafter "the product") shall provide written education and training materials to the individual to whom the product is dispensed. First Aid for Opioid Overdose must be obtained by each school nurse and other staff members designated by the superintendent to respond to potential opioid overdose situations.

District staff members personally acquiring such products for use as a patient or bystander are encouraged to inform the school nurse or the superintendent's designee, so that they may be trained in proper protocol and included in the school or district's crisis response plan regarding potential opioid overdose.

Procurement of the Product

The school nurse or other staff member(s) designated by the superintendent will be responsible for the procurement of the product.

Storage

The following storage protocols shall be followed:

- The product will be clearly marked and stored in an accessible place at the discretion of the school nurse or the superintendent's designee.
- The product will be stored in accordance with the manufacturer's instructions to avoid extreme cold, heat, and direct sunlight.
- Inspection of the product shall be conducted at least quarterly.
- The individual responsible for the product's safekeeping shall check, document, and track the expiration date found on the box and replace the product once it has expired.

Use of the Product

In case of a suspected opioid overdose, the school nurse, designee, or other individual shall follow the protocols outlined in the training or product instructions.

Follow-up

- After administration of the product, the school nurse, or other designated staff, will report appropriate information to emergency services, parents (guardians), central office personnel, and if determined necessary, the patient will be transported to a hospital.
- The school nurse or other designated staff will complete the designated incident report and file the report with the school nurse or district office, whichever is applicable.

Protection from Liability

Any patient, bystander, school nurse, a first responder, or technician operating under a first responder agency, who, in good faith and with reasonable care, receives and administers an emergency opioid antagonist pursuant to this policy to a person experiencing a suspected opioid overdose shall not, by an act or omission, be subject to civil liability or criminal prosecution, unless personal injury results from the gross negligence or willful or wanton misconduct in the administration of the emergency opioid antagonist.

Approved:

KASB Recommendation – 6/23

JGFGA - NALOXONE (NARCAN) INCIDENT REPORT

NALOXONE (NARCAN) INCIDENT REPORT

Instructions: *To be completed as soon as possible after the incident occurred and appropriate response actions/interventions were taken. File form with the building principal.*

Date of report: _____
Name of person completing this report: _____
Patient name: _____
Date of birth: _____ Grade: _____
Date incident occurred: _____ Time: _____ ☐ am ☐ pm
Person providing medication: _____
Dose: _____

SUMMARY OF INCIDENT

Provide a summary of the incident and describe how it occurred: _____

ACTION TAKEN/INTERVENTION

911 Called: ☐ Yes ☐ No
School nurse notified: ☐ Yes, Date: _____ Time: _____ ☐ No ☐ N/A
Parent/Guardian notified: ☐ Yes, Date: _____ Time: _____ ☐ No ☐ N/A
If yes, name of the parent/guardian who was notified: _____

Describe interventions taken and outcome: _____

FOLLOW-UP AND PREVENTION (To be completed by building principal)

List any follow-up information related to the incident and prevention measures enacted to prevent similar incidents in the future: _____

Building administrator's signature: _____

Date: _____

Name of District: _____

Student Activities

JH

(See DK, JGFB, JM and KG)

The principal shall be responsible for organizing and approving all student activities. All school-sponsored activities shall be supervised by an adult approved by the administration.

Eligibility for Activities

Unless otherwise provided herein, sStudents who participate in any school activity shall meet the following requirements:

- all applicable KSHSAA regulations;
- academic eligibility requirements noted in handbooks; and
- other requirements requested by the administration and approved by the board.

Participation in Kansas State High School Activity Association Activities

Any student meeting the following requirements shall be permitted to participate in any district activities that are regulated, supervised, promoted, and developed by the Kansas State High School Activities Association (“KSHSAA”). The requirement include:

- being a resident of the school district;
- being enrolled and attending a nonpublic elementary or secondary school;
- complying with the health certification and inoculation requirements of K.S.A. 72-6262, as amended, prior to participation in any such activity;
- meeting applicable age and eligibility requirements required by KSHSAA; and
- paying any fees required by the district for participation in such activity, if such fees are generally imposed upon all other students who participate in the activity; seeking participation at the appropriate school of the district that corresponds to where the student resides within the school district’s respective school attendance boundaries established by the board.

Any student attending a home school, who is a resident of the district and seeks to participate in a KSHSAA activity sponsored by the district, shall be deemed to meet any academic eligibility requirements established by KSHSAA for participation in such activity if:

- The student is maintaining satisfactory progress towards achievement or promotion to the next grade level; and
- The parent, teacher, or organization that provides instruction to the student submits an affidavit or transcript to KSHSAA indicating the student meets these academic eligibility requirements.

Upon submission of an affidavit, the student attending a home school shall be deemed to meet any academic eligibility requirements established by KSHSAA and shall retain such academic eligibility during the activity season for which the affidavit was submitted.

The board may require a student who participates in an activity pursuant to this policy to enroll in or complete a particular course as a condition of participation, if such requirement is imposed upon all other students who participate in a particular KSHSAA activity.

Except as provided in this policy regarding modified academic eligibility requirements for home school students, and any student who seeks to participate in an activity pursuant to this policy shall be subject to any tryout or other participation requirements that are otherwise applicable to all other students for participation in the activity.

Adding or Eliminating Activities

Administrative recommendations to add or eliminate specific activities {shall/may} be considered by the board. Individual patrons or groups of patrons may request the addition or elimination of activities using rules approved by the board and filed with the clerk.

Activity Fund Management

The building principals shall maintain an accurate record of all student activity funds in the respective attendance centers. A monthly report to the board of the revenue and expenditures of the activity fund shall be made. No funds shall be expended from these accounts except in the support of the student activity program.

Receipts shall be issued for all revenue taken into the activity fund of each attendance center. All payments from the activity fund shall be by checks provided for that purpose.

Approved:

KASB Recommendation – 6/00; 4/07; 11/12; 12/15; 6/23

Sale-Disposal of District Property

KK

(See DFM)

Except when disposing of a school district building, tThe board may dispose of property in a manner the board deems to be in the district's best interest. Whenever such excess district property is to be sold at auction, all sales shall be to the highest bidder. No credit shall be extended.

Disposal of a School District Building

Within 30 days after the board of education adopts a resolution to dispose of a school district building, the board shall submit written notice of its intention to dispose of such building to the legislature. Such notice shall be filed with the chief clerk of the house of representatives and the secretary of the senate and shall contain the following:

- A description of the school district's use of such building immediately prior to the decision to dispose of such building;
- the reason for such building's disuse and the decision to dispose of such building;
- the legal description of the real property that is to be disposed; and
- a copy of the resolution adopted by the board of education.

Upon receipt of the notice, the legislature may adopt a concurrent resolution state the legislature's intention that the state acquire the school district building in the following manner.

If the notice is received by the legislature during a regular legislative session, the legislature shall have 45 days to adopt a concurrent resolution as outlined below.

If the notice is received when the legislature is not in regular session, then the legislature shall have 45 days from the commencement of the next regular session to adopt a concurrent resolution as outlined below.

If the legislature does not adopt a concurrent resolution as outlined below within the 45-day period, then the school district may proceed with the disposition of such school district building in accordance with state law.

Such concurrent resolution shall include:

- The name of the school district that owns such building;
- the information contained in the written notice as outlined above; and
- the state agency that intends to acquire such building and the intended use of such building upon acquisition.

Upon adoption of a concurrent resolution, the state agency named in such resolution shall have 180 days to complete the acquisition of such school district building and take title to the real property. Upon request of the state agency acquiring the school district building, the legislative coordinating council may extend the 180-day period for a period of not more than 60 days.

The board shall not sell, gift, lease or otherwise convey such building or any of the real property described in the written notice or take any action or refrain from taking any action that would diminish the value of such property during the 180-day period or any extension thereof.

If the state agency does not take title to the property within the 180-day period or any extension thereof, then the school district may proceed with disposition of such school district building in accordance with state law and any written agreements entered into between such state agency and the school district.

For purposes of this policy, the term "state agency" means any state agency, department, authority, institution, division, bureau, or other state governmental entity.

Approved:

KASB Recommendation – 3/00; 4/07; 6/23

Complaints

KN

(See BCBI, GAAC, GAACA, GAAB, GAAF, IF, IKD, JCE, JGEC, JGECA, and KNA)

General Complaints

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. If the investigation and determination procedures of a complaint are not regulated in another board policy or the negotiated agreement, as applicable, it will be designated a general complaint subject to processing under this policy. Whenever a general complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution.

Informal Procedures

The building principal shall attempt to resolve general complaints in an informal manner at the building level. Any school employee who receives a general complaint shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. The building principal shall discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution of the complaint and forward this record to the district compliance coordinator. Within 20 days after the complaint is resolved in this manner, the principal shall contact the complainant to determine if the resolution of the matter remains acceptable.

If the matter is not resolved to the satisfaction of the individual in the meeting with the principal, or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint.

Formal Complaint Procedures

- A formal complaint shall be filed in writing and contain the name and address of the person filing the complaint. The complaint shall briefly describe the alleged violation. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved through the informal procedures of this policy, the building principal may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs but not later than 180 days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

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- If appropriate, an investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board may appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator, or another individual appointed by the board or the superintendent. The investigation shall be informal but thorough. The complainant and the respondent will be afforded an opportunity to submit written or oral evidence relevant to the complaint and to provide names of potential witnesses who may have useful information.
- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator, and a copy will be forwarded to the complainant and the respondent within 30 days after the filing of the complaint. If the investigator anticipates a determination will not be issued within 30 days after the filing of the complaint, the investigator shall provide written notification to the parties including an anticipated deadline for completion. In no event shall the issuance of the written determination be delayed longer than 10 days from the conclusion of the investigation.
 - If the investigation results in a recommendation that a student or staff member be subject to discipline, the specifics will not be included in the written determination provided to the parties to protect the privacy rights of the student or staff member.
 - If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.
 - If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and state law will be followed.
- Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.

Appeal Procedures

The complainant or respondent may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board or superintendent, or by the board itself. The request to appeal the ~~resolution-determination~~ shall be made within 20 days after the date of the written ~~resolution-determination~~ of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator at the lower level and the investigator's report and shall afford the complainant and the respondent an opportunity to submit further evidence,

orally or in writing, within 10 days after the appeal is filed. Whenever an appeal officer is appointed to review an appeal, the appeal officer will prepare a written report to the board issue a written determination of the complaint's validity on appeal and a

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description of its resolution within 30 days after the appeal is filed submitted for decision. The board shall render its decision not later than the next regularly-scheduled meeting of the board following the receipt of the report and provide the parties with a notice of the result of the appeal. Any matter determined by the board in accordance with this process shall be valid to the same extent as if the matter were fully heard by the board without an appeal officer.

- Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

If it is determined at any level that a violation of board policy or school rules occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

Complaints About Discrimination on the Basis of Sex

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies GAAC, for staff, and JGEC, for students, and shall be directed to the Title IX Coordinator at (Position or name, address, email address, and phone number of Title IX Coordinator).

Complaints About Discrimination or Discriminatory Harassment Not on the Basis of Sex

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, genetic information, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. (Position, address, email address, and phone number of the district compliance coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964 (with the exception of discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973, and the Americans with

Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

For more information regarding what qualifies as discrimination or harassment on the basis of race or disability, see board policies GAACA applying to staff members and JGECA applying to students.

For information regarding the investigation or resolution process for complaints of discrimination or discriminatory harassment not involving sex-based conduct or district child nutrition programs, see board policies GAAB for staff members and JCE for students.

Complaints Concerning Child Nutrition Programs

Complaints alleging discrimination in child nutrition programs offered by the district shall be handled in accordance with the procedures outlined in board policy KNA.

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Complaints About Policy

The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting.

Complaints About Curriculum

The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting. See board policy IF for complaints dealing with textbooks and instructional materials.

Complaints About Instructional Materials

The building principal shall report any unresolved complaint about instructional materials to the superintendent promptly after receiving the complaint. See board policy IF.

Complaints About Facilities and Services

The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting.

Complaints About Personnel

The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting.

Complaints About Emergency Safety Intervention Use

Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAP.

Complaints About School Rules

Any student may file a complaint with the principal concerning a school rule or regulation as it ~~as it~~ that applies to the student. The complaint shall be in writing, filed within 20 days following the application of the rule or regulation, and must specify the basis for the complaint. The principal shall investigate the complaint and inform the student of the resolution within 10 days after the complaint is filed.

Approved:

KASB Recommendation – 9/97; 8/98; 3/00; 4/07; 6/13; 6/15; 6/20; 7/20; 12/22; 6/23

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MEMORANDUM OF UNDERSTANDING

CLINICAL THERAPIST SERVICES PROVIDED IN SCHOOL

This Memorandum of Understanding (MOU) is reflective of an agreement between Prairie View, Inc. (Provider) and Hillsboro School District USD 410 (School) for Provider to place a Clinical Therapist at Hillsboro Schools to provide services during and after the school day. These services may be with individual students or small groups of students, in classroom settings as well as office settings.

School will:

1. Allocate specific office space to Provider to render services to students, and complete documentation. This office space will:
 - a. Be available to Provider during and after the school day, and on non-school days.
 - b. Have internet access
 - c. Give provider access to normal basic office equipment (i.e. copier, printer, etc.)
2. Identify appropriate referrals to the Provider for services
3. Facilitate connections between the identified students' families and the Provider
4. Triage prospective referrals and deciding with the Provider how to prioritize interventions/services for identified students
5. Help school personnel understand the role and services available from Provider
6. Troubleshoot any problems that may arise in collaboration with the Provider
7. Follow up with the child welfare contacts if a child has moved schools to get educational history

Clinical Therapist will:

1. Help the School identify appropriate referrals to the program
2. Triage with the School to prioritize treatment interventions for identified students.
3. Work with the School to connect with the families or child welfare contracts to get appropriate consent to treat.
4. Conduct an assessment of the identified student and make appropriate treatment recommendations.
5. Engage with the student, family or child welfare contact in interventions as identified on the treatment plan. Provide therapy services.
6. Making referrals to other treatment modalities as appropriate
7. Communicate with school personnel who are involved in the student's life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate.

Therapy services provided to students with Medicaid and/or Private Insurance will be billed through the student's insurance coverage. It is expected that therapy services may also be rendered to students who do not have insurance coverage in crisis or other unique situations. It is expected that there may be situations where a patient balance remains after insurance processing.

In order to compensate Provider for situations where insurance cannot be billed, or where a patient balance remains after insurance processing, the School agrees to pay Provider a flat fee of \$540 per month for the months of August through May, totaling \$5,400 for the school year. This estimates the Clinical Therapist will provide up to 1 hours' worth of services per week to students without insurance coverage. This amount will be invoiced to the School monthly, and will be sent to:

Clint Corby, USD 410 Hillsboro
416 S Date St.
Hillsboro, KS 67063

This invoice will be paid within 30 days of receipt by the School to the Provider.

Provider and School mutually agree that student needs, and the subsequent needs for services may change over time. Provider and School will collaboratively evaluate the needs, and mutually will agree on the appropriate amount of time the Clinical Therapist should be placed at the School.

Provider and School also mutually agree that the flat fee may need to be reviewed bi-yearly and adjusted as a result of student needs. If the estimates contained herein for the number of hours the Clinical Therapist spends working with clients that do not have insurance coverage (1 hours per week) is determined to be either inadequate or inaccurate, the Provider and School mutually agree to evaluate and adjust the flat fee to accurately reflect the amount of time spent with these students.

PRAIRIE VIEW, INC. (Provider)

Hillsboro School District USD 410 (School)

Signature: _____

Signature: 

Title: _____

Title: Superintendent

Date: _____

Date: 7-1-2023

MEMORANDUM OF UNDERSTANDING

CASE MANAGEMENT SERVICES PROVIDED IN SCHOOL

This Memorandum of Understanding (MOU) is reflective of an agreement between Prairie View, Inc. (Provider) and USD 410 Hillsboro (School) for Provider to place a Case Manager at School to provide services during and after the school day. These services may be with individual students or small groups of students, in classroom settings as well as office settings.

School will:

1. Allocate specific office space to Provider to render services to students, and complete documentation. This office space will:
 - a. Be available to Provider during and after the school day, and on non-school days.
 - b. Have internet access
 - c. Give provider access to normal basic office equipment (i.e. copier, printer, etc.)
2. Identify appropriate referrals to the Provider for services
3. Facilitate connections between the identified students' families and the Provider
4. Triage prospective referrals and deciding with the Provider how to prioritize interventions/services for identified students
5. Help school personnel understand the role and services available from Provider
6. Troubleshoot any problems that may arise in collaboration with the Provider
7. Follow up with the child welfare contacts if a child has moved schools to get educational history

Case Manager will:

1. Help the School identify appropriate referrals to the program
2. Triage with the School to prioritize treatment interventions for identified students.
3. Work with the School to connect with the families or child welfare contracts to get appropriate consent to treat.
4. Conduct an assessment of the identified student and make appropriate treatment recommendations.
5. Engage with the student, family or child welfare contact in interventions as identified on the treatment plan. Provide case management services.
6. Making referrals to other treatment modalities as appropriate
7. Communicate with school personnel who are involved in the student's life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate.

Case Management services provided to students with Medicaid will be billed through the student's Medicaid coverage. It is expected that case management services may also be rendered to students who do not have Medicaid coverage in crisis or other unique situations. It is expected that there may be situations where a patient balance remains after insurance processing.

In order to compensate Provider for situations where insurance cannot be billed, or where a patient balance remains after insurance processing, the School agrees to pay Provider a flat fee of \$1,008 per month for the months of August through May, totaling \$10,080 for the school year. This estimates the Case Manager will provide up to 4 hours' worth of services per week to students without Medicaid coverage. This amount will be invoiced to the School monthly, and will be sent to:

Clint Corby, USD 410 Hillsboro Schools
416 S Date St.
Hillsboro, KS 67063

This invoice will be paid within 30 days of receipt by the School to the Provider.

Provider and School mutually agree that student needs, and the subsequent needs for services may change over time. Provider and School will collaboratively evaluate the needs, and mutually will agree on the appropriate amount of time the Case Manager should be placed at the School.

Provider and School also mutually agree that the flat fee may need to be reviewed bi-yearly and adjusted as a result of student needs. If the estimates contained herein for the number of hours the Case Manager spends working with clients that do not have Medicaid coverage (4 hours per week) is determined to be either inadequate or inaccurate, the Provider and School mutually agree to evaluate and adjust the flat fee to accurately reflect the amount of time spent with these students.

PRAIRIE VIEW, INC. (Provider)

USD 410 Hillsboro (School)

Signature: _____

Signature: Chito Cady

Title: _____

Title: Superintendent

Date: _____

Date: 07-1-2023

Marion County Special Education Cooperative and Unified School District No. 410
Nursing Services Agreement
2023 – 2024 School Year

Purpose:

This agreement sets forth the terms by which Unified School District No. 410 Durham – Hillsboro – Lehigh (“USD 410”) will provide nursing services to students receiving special education services in the Functional and Life Skills Program from the Marion County Special Education Cooperative (“MCSEC”).

Terms:

1. USD 410 agrees to employ and supervise a Registered Nurse or equivalent to meet the health-related needs of students in countywide MCSEC programs housed in USD 410 buildings. These include, but are not limited to, Functional, Life Skills, and WEST Programs.
2. MCSEC agrees to pay USD 410 for wages, health insurance, FICA tax, unemployment tax, and worker’s compensation insurance for approximately 50% hours of nursing services per week for countywide MCSEC programs housed in USD 410 buildings.
3. Additional services may be provided for MCSEC with USD 410 Superintendent approval. However, the nurse provided by USD 410 shall not be required to travel outside USD 410 to provide services.
4. Any nursing services required for summer school programs are not part of this agreement.
5. MCSEC will claim categorical aid for the nursing services as allowed by law.
6. MCSEC will provide required supplies and equipment for the countywide MCSEC programs.
7. USD 410 will bill MCSEC for the cost of nursing services on a monthly basis. MCSEC agrees to pay the cost of nursing services billed.
8. This nursing services agreement shall renew annually unless either the MCSEC or USD 410 governing board provides written notice to the other entity on or before March 31 to alter or terminate this agreement at the close of the current fiscal year.

Marion County Special Education Cooperative Chairperson of the Board

Date

Unified School District No. 410 President of the Board

Date

Unified School District No. 410 Clerk of the Board

Date

CLASSIFIED EMPLOYEE MANUAL

Approved by Board of Education on ~~August 8, 2022~~ July 10, 2023

Fringe Benefits

Defined Benefit..... Regularly scheduled classified employees working 630 hours or more per year shall be eligible to receive the health insurance defined benefit.

Eligibility for the defined benefit shall begin on the first of the month following an employee's hire date and continue through the end of the month during which an employee's resignation or termination approved by the Board becomes effective. If an employee is hired on the first of the month, eligibility shall begin on that day.

Each eligible regularly scheduled employee will receive ~~\$630~~679 per month for months preceding October ~~2022~~ 2023 and ~~\$679~~752 per month for months following to be used exclusively for health insurance provided through the ESSDACK Health Insurance Group.

Paid Holidays..... Classified employees not in a job share position will be paid for the following holidays that fall between their first regularly scheduled work day and their last regularly scheduled work day each year: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Eligibility for Leave..... All regularly scheduled classified employees working 630 hours or more per year shall be eligible for leave as defined in the leave sections below.

Sick Leave Employees will be allowed fifteen days of sick leave per year accumulative to ninety days. Employees who do not use all of their sick days will receive pay for sick days that will be lost. Payment for lost sick leave (those beyond ninety days) will be made with the first paycheck containing regularly scheduled hours worked in the succeeding year and will be paid at a rate of \$30 per eight hours lost.

Employees who become eligible for and exercise a retirement option in KPERS will be paid for all unused sick leave. The payment for unused sick leave will be made with the final pre-retirement payment to an employee and will be at a rate of \$30 per eight hours. If employment ends prior to the employee being eligible for and exercising a retirement option in KPERS, payment for unused sick leave will not be made. Retired employees returning to work may begin to accumulate sick leave again, but will not be paid for any unused or lost leave.

Family Illness/

Daycare Provider Leave Leave will be granted for the illness of a family member/daycare provider. Leave will also be granted for the purpose of the adoption of children. This leave will be granted upon request of the adoption agency and shall not exceed sixty days. Family illness/daycare provider leave shall be subtracted from sick leave.

Employees may use accumulated sick leave for any scheduled work day that occurs within sixty calendar days after the birth of a child. In order to use sick leave after this sixty-day period, the employee will be required to present a statement from a physician stating that the health condition of either the employee or child is such that additional sick leave is needed.

Bereavement Leave Employees will be allowed time off because of the death of a family member, a friend, or an acquaintance. Such leave shall not be in excess of five days per bereavement for family members and one day for a friend. Bereavement leave beyond these limits may be granted by the Superintendent. Bereavement leave shall be subtracted from sick leave.

Personal Leave..... Employees shall be allowed two days of personal leave per year, accumulative to six days. One personal day may be taken adjacent to a scheduled holiday. Employees are required to request personal days five work days prior to the requested leave date. Employees who do not use all of their personal days will receive pay for personal days that will be lost, based on their hourly rates of pay times the number of hours lost. Payment for lost personal leave will be made with the first paycheck containing regularly scheduled hours worked in the succeeding year and will be computed using the employee’s current hourly pay for the fiscal year in which the payment is made.

Employees who become eligible for and exercise a retirement option in KPERS will be paid for all unused personal leave. The payment for unused personal leave will be made with the final pre-retirement payment to an employee and will be based on the employee’s hourly rate of pay. If employment ends prior to the employee being eligible for and exercising a retirement option in KPERS, payment for unused personal leave will not be made unless an exception is granted by the Superintendent. Retired employees returning to work may begin to accumulate personal leave again, but will not be paid for unused or lost leave.

Conversion of Sick Leave..... Sick leave may be converted to personal leave after all paid leave (personal & vacation) to Personal Leave has been exhausted. The rate of conversion shall be at a ratio of three sick leave days to one personal leave day. The draw on sick leave shall be on an ‘as used’ basis; the employee may not accumulate any unused personal leave. A maximum of five personal leave days may be gained annually using this conversion, and these must be approved by the Superintendent. Sick leave days used in this conversion shall be deducted from the employee’s accumulated sick leave. Examples of the conversion follow:

- 1 Day Personal Leave = 3 Days Sick Leave
- 1 Hour Personal Leave = 3 Hours Sick Leave
- 15 Minutes Personal Leave = 45 Minutes Sick Leave

Unpaid ~~Personal~~ Leave All unpaid leave must have prior supervisor approval. All paid leave must be used prior to requesting unpaid leave.

Vacation..... All full-time (year-round) employees will receive paid vacation. Vacation days will be granted after sixty calendar days of employment. The annual amount of vacation allowed will be increased by three days after five years of employment and by an additional two days after fifteen years of employment.

Employees are encouraged to use vacation time during the year it is accumulated. Up to five days of vacation may be carried over. ~~Vacation time may be carried over when mutually agreed upon by the employee and his immediate supervisor. No employee may accumulate more than five days of vacation beyond the annual allotment of vacation days. In emergency situations,~~ Exceptions to this policy may be granted by the Superintendent.

Payment for unused vacation upon leaving employment will not be made unless an exception is granted by the Superintendent.

Inclement Weather.....For inclement weather situations, classified personnel are placed into one of three groups:

- Group A – Transportation & Maintenance Coordinator, Maintenance Workers, and Custodians
- Group B – Secretaries, Treasurer, Parent Educators, Preschool Family Advocate, Bus Mechanic, and Technology Assistant
- Group C – Bus Drivers, Aides, and Nurse

Group A: Report to work as required by your supervisor. If a member of Group A is unable to report to work, leave must be taken. If the shift involves snow removal, snow removal time will be paid at the snow removal rate which is time and a half the regular rate. Snow removal time may be part of or may be added to the regular work schedule. Once snow removal duties have ended, the employee and supervisor will discuss whether to work the regular schedule or take leave for any portion of the remainder of the day. If the employee works or leave is taken for the regular schedule, the regular rate of pay will be received after snow removal duties have ended.

Group B: Reporting to work is optional unless requested by your supervisor. Pay will be at the regular rate of pay for all hours worked and for any leave taken. If the employee does not report for work and no leave is requested, no pay will be received.

Group C: These positions will not report to work. Pay will be received at the regular rate of pay if leave is taken. If no leave is taken, pay will not be issued.

Other Information

	Unscheduled Hours	Unscheduled hours must be approved by your supervisor <u>prior to working the hours</u> . Hours worked beyond forty hours per week will be paid at an overtime rate. Overtime <u>work</u> will not be allowed unless approved by your supervisor and the superintendent.
	Leave Requests	A request must be submitted each time leave is taken. A request for a personal day or vacation day must be approved by your supervisor in advance.
	Physicals.....	The district will pay up to <u>\$85125</u> for required employee physicals at a district-approved medical provider.

Maintenance & Custodial Employees Only

Uniforms..... All regularly scheduled maintenance and custodial employees are furnished two complete uniforms or four uniform tops or four pants per year. Uniforms are expected to be worn during work time.

Bus Drivers Only

Activity Trips..... ~~Regularly scheduled route drivers will be paid the same rate for activity trips as they are for their regular route. Activity trips will be paid at the activity trip bus driver rate of \$14.45 per hour.~~ Overtime rate will be paid for ~~worktime~~ over forty hours per week. Pay begins thirty minutes before scheduled departure time. Drivers must be ready to load fifteen minutes ahead of scheduled time. Drivers are allowed fifteen minutes of clean-up time after completion of trip.

Bus Cleaning Bus drivers are responsible to assist in keeping all buses clean.

Substitute Drivers Substitute drivers will be paid at the substitute driver rate of pay for attendance at required meetings for licensing purposes.

Cooperative Agreement

Girls Swimming

2024-2025

This agreement is for the High School Girls Swimming Program between Marion, USD 408 and Hillsboro, USD 410. The agreement is for the 2024 and 2025 spring swim seasons. This agreement can be renewed as long as the cooperative sponsorship of an activity agreement between the schools is submitted and approved by the KSHSAA. Marion will be considered the home team and sponsoring team.

1. Agreement runs for the entirety of the girls' swim season, including all post season events which swimmers have qualified.
2. Marion will be the home team and will supply the head coach and the assistant coach.
3. Marion will provide transportation to and from all swim meets.
4. Marion will pay for entry fees for all swim meets
5. Hillsboro will provide transportation for their girls to and from practice.
6. Swimsuits will be purchased by each athlete.
7. Swim caps and team jackets will be provided by Marion. All swimmers are expected to wear team issued swim caps and jackets at swim meets.
8. Marion will document and make available all expenses of the swim program minus any costs associated with maintenance and operation of the swimming pool.
9. Hillsboro will pay the percentage of the overall costs of the swim program that is equal to the percentage of the swimmers they have in the program.
10. Swimmers will have free access to the pool, during open swim hours, throughout the swim season for additional swimming and conditioning.

Hillsboro Superintendent

Marion Superintendent

Date

Date

Hillsboro Board President

Marion Board President

Date

Date

410 Durham-Hillsboro-Lehigh State Assessment Review for Budget Considerations

410 Durham-Hillsboro-Lehigh District Summary

(A) Identify the barriers that must be overcome for each student to achieve grade level proficiency on assessments.	<p>There are always a number of challenges that should be considered when evaluating student success in a district. Some of the key barriers that impact our School District include, but are not limited to:</p> <ul style="list-style-type: none">• Difficulty in retaining and attracting highly qualified teachers and replacing teachers as they retire• Special Education funding shortfall has limited supports of our highest need students• Increased or high levels of student discipline issues, including high numbers of suspensions and/or expulsions• An increasing level of social emotional challenges and needs of students• Diminishing local control limits our ability to provides supports and services specific to our student and community population
(B) Identify the budget actions that should be taken to address and remove those barriers.	<p>Our School District faces a number of budget challenges when determining how to allocate funds to best meet the needs of our students. Given our population, the following budget considerations could have the biggest impact on student achievement:</p> <ul style="list-style-type: none">• Increased salary to recruit and retain high quality certified and classified staff• Additional staff members hired to meet the individual learning and SEL needs of all students• Increased funding and time for staff development• Additional substitute teachers for teacher release time• Maintain low teacher/pupil ratio for greater individualized instruction• Additional ESOL teaching staff for bilingual students• Allocating budget to focus on prevention, identification, and intervention concerning trauma and mental health issues
(C) Identify the amount of time the board estimates it will take for each student to achieve grade level proficiency on the state assessments if the budget actions would be implemented.	<p>We measure growth each year and document in our KESA plans our success on a variety of student success factors. We emphasize growth and</p>

strive to lead the world in the success of each student. Although we do this and are proud of the work we do, many factors make it impossible to estimate a time that every student will achieve a definition of grade level proficiency. Such factors include:

- Our ever-changing student population brings a varying degree of cognitive abilities and disabilities which precludes us from being able to guarantee a date when all students will meet a singular level of proficiency.
- Lack of constitutional funding of special education continues to impact our ability to fully meet the needs of all students
- While assessment scores are one measure, our district does not believe that student assessment scores should be the sole measure of student proficiency
- Similar to how other professionals, such as doctors, lawyers, etc, cannot ensure 100% success due to a variety of factors and obstacles, we will be unable to achieve 100% proficiency
- Many of the factors that affect student success, such as trauma, poverty, mental health and student disabilities, are out of the local board's control, so giving a time estimate on things that consistently change, or are under the control of other agencies, is not a realistic practice of a local school board.

Hillsboro Elementary School Building State Assessment Review

District: 410 Durham-Hillsboro-Lehigh
School: Hillsboro Elementary School
Building Number: 5812
Grades Served: PreK-5

<p>(A) Identify the barriers that must be overcome for each student to achieve grade level proficiency on assessments.</p> <p>There are always a number of challenges that should be considered when evaluating student success in a district. Some of the key barriers that impact this school include, but are not limited to:</p> <ul style="list-style-type: none">• High percentage/number of free and reduced students and increased poverty rate• Difficulty in retaining and attracting highly qualified teachers and replacing teachers as they retire• High levels or increased levels of student trauma (Adverse Childhood Experiences, ACE Study)• High levels or an increase in absenteeism among our student population• We do not receive disaggregated and approved state assessment scores until October of a school year, which limits the amount of time we have to make adjustments based on that data	
<p>(B) Identify the budget actions that should be taken to address and remove those barriers.</p> <p>Given an appropriate level of funding for both general education and special education, there are a number of budget actions we could take to remove some barriers. Some of them include:</p> <ul style="list-style-type: none">• Increased salary to recruit and retain high quality certified and classified staff• Additional staff members hired to meet the individual learning and SEL needs of all students• Increased funding and time for staff development• Additional substitute teachers for teacher release time• Maintain low teacher/pupil ratio for greater individualized instruction• Increase funding for Pre-K programs	

(C) Identify the amount of time the board estimates it will take for each student to achieve grade level proficiency on the state assessments if the budget actions would be implemented.

We measure growth each year and document in our KESA plans our success on a variety of student success factors. We emphasize growth and strive to lead the world in the success of each student. Although we do this and are proud of the work we do, many factors make it impossible to estimate a time that every student will achieve a definition of grade level proficiency. Such factors include:

- Our ever-changing student population brings a varying degree of cognitive abilities and disabilities which precludes us from being able to guarantee a date when all students will meet a singular level of proficiency.
- Lack of constitutional funding of special education continues to impact our ability to fully meet the needs of all students
- While assessment scores are one measure, our school does not believe that student assessment scores should be the sole measure of student proficiency
- Similar to how other professionals, such as doctors, lawyers, etc, cannot ensure 100% success due to a variety of factors and obstacles, we will be unable to achieve 100% proficiency
- Many of the factors that affect student success, such as trauma, poverty, mental health and student disabilities, are out of the local board's control, so giving a time estimate on things that consistently change, or are under the control of other agencies, is not a realistic practice of a local school board.

Hillsboro Middle High School Building State Assessment Review

District: 410 Durham-Hillsboro-Lehigh

School: Hillsboro Middle High School

Building Number: 5814

Grades Served: 6-12

(A) Identify the barriers that must be overcome for each student to achieve grade level proficiency on assessments.
<p>There are always a number of challenges that should be considered when evaluating student success in a district. Some of the key barriers that impact this school include, but are not limited to:</p> <ul style="list-style-type: none">• Difficulty in retaining and attracting highly qualified teachers and replacing teachers as they retire• Lack of or limited access to community health services and mental health services• Increased or high levels of student discipline issues, including high numbers of suspensions and/or expulsions• High numbers or increasing numbers of single parent families• An increasing level of social emotional challenges and needs of students• We believe using one assessment score is not an accurate measure of student success, especially because assessments are written in a way to avoid 100% success for every assessment participant.
(B) Identify the budget actions that should be taken to address and remove those barriers.
<p>Our students face a growing number of barriers to success and this school continually works to support them. Current budget constraints that impact our ability to successfully remove barriers for our students include:</p> <ul style="list-style-type: none">• Increased salary to recruit and retain high quality certified and classified staff• Additional staff members hired to meet the individual learning and SEL needs of all students• Increased funding and time for staff development• Increase paraeducator support in special education classrooms• Maintain low teacher/pupil ratio for greater individualized instruction• Additional ESOL teaching staff for bilingual students

(C) Identify the amount of time the board estimates it will take for each student to achieve grade level proficiency on the state assessments if the budget actions would be implemented.

We measure growth each year and document in our KESA plans our success on a variety of student success factors. We emphasize growth and strive to lead the world in the success of each student. Although we do this and are proud of the work we do, many factors make it impossible to estimate a time that every student will achieve a definition of grade level proficiency. Such factors include:

- Our ever-changing student population brings a varying degree of cognitive abilities and disabilities which precludes us from being able to guarantee a date when all students will meet a singular level of proficiency.
- Lack of constitutional funding of special education continues to impact our ability to fully meet the needs of all students
- While assessment scores are one measure, our school does not believe that student assessment scores should be the sole measure of student proficiency
- Similar to how other professionals, such as doctors, lawyers, etc, cannot ensure 100% success due to a variety of factors and obstacles, we will be unable to achieve 100% proficiency

Building State Assessment Review

District: 410 Durham-Hillsboro-Lehigh

School:

Building Number:

Grades Served:

(A) Identify the barriers that must be overcome for each student to achieve grade level proficiency on assessments.

(B) Identify the budget actions that should be taken to address and remove those barriers.

(C) Identify the amount of time the board estimates it will take for each student to achieve grade level proficiency on the state assessments if the budget actions would be implemented.

Building State Assessment Review

District: 410 Durham-Hillsboro-Lehigh

School:

Building Number:

Grades Served:

(A) Identify the barriers that must be overcome for each student to achieve grade level proficiency on assessments.

(B) Identify the budget actions that should be taken to address and remove those barriers.

(C) Identify the amount of time the board estimates it will take for each student to achieve grade level proficiency on the state assessments if the budget actions would be implemented.

2022-23 HES- ELA

SCHOOL REPORT: Hillsboro Elem / #5812

SUBJECT: English Language Arts

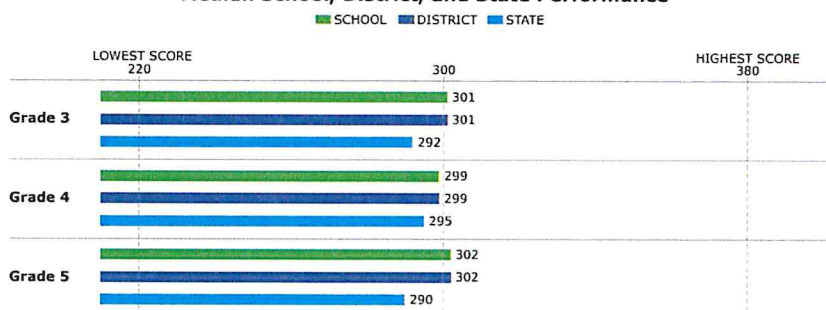
DISTRICT: Durham Hillsboro Lehigh / #D0410

2022-2023



The KAP assessments measure students' understanding of the Kansas Standards at each grade. The English language arts assessment asks students to read and answer questions about literary passages, informational texts, and writing samples. Students demonstrate their knowledge and skills related to reading and writing by selecting the right answer and sorting, matching, labeling, and ordering information.

Median School, District, and State Performance



Standard error of measurement for this report:

Grade 3: School—4.6 | District—4.6 | State—0.2
Grade 4: School—4.5 | District—4.5 | State—0.2
Grade 5: School—5.1 | District—5.1 | State—0.2

The standard error indicates how much a student's score might vary if the student took many equivalent versions of the test (tests with different items but covering the same knowledge and skills).

2023-23 HES- Mathematics

SCHOOL REPORT: Hillsboro Elem / #5812

SUBJECT: Mathematics

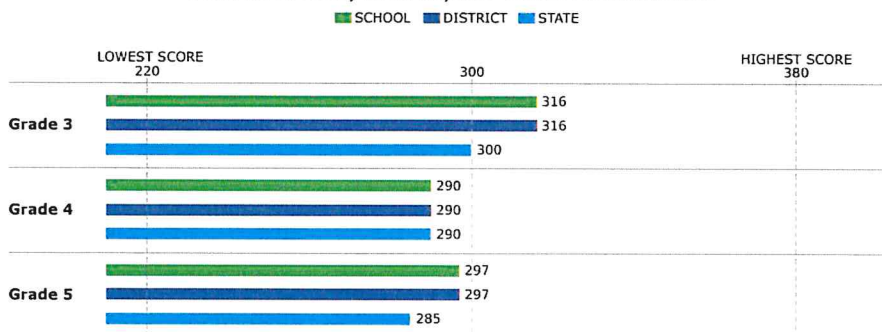
DISTRICT: Durham Hillsboro Lehigh / #D0410

2022-2023



The KAP assessments measure students' understanding of the Kansas Standards at each grade. The math assessment asks students to answer computation questions and questions about data presented in word problems, equations, graphs, tables, and diagrams. Students may show what they know about mathematics by selecting or providing the right answer, sorting or ordering items, creating graphs, and labeling pictures.

Median School, District, and State Performance

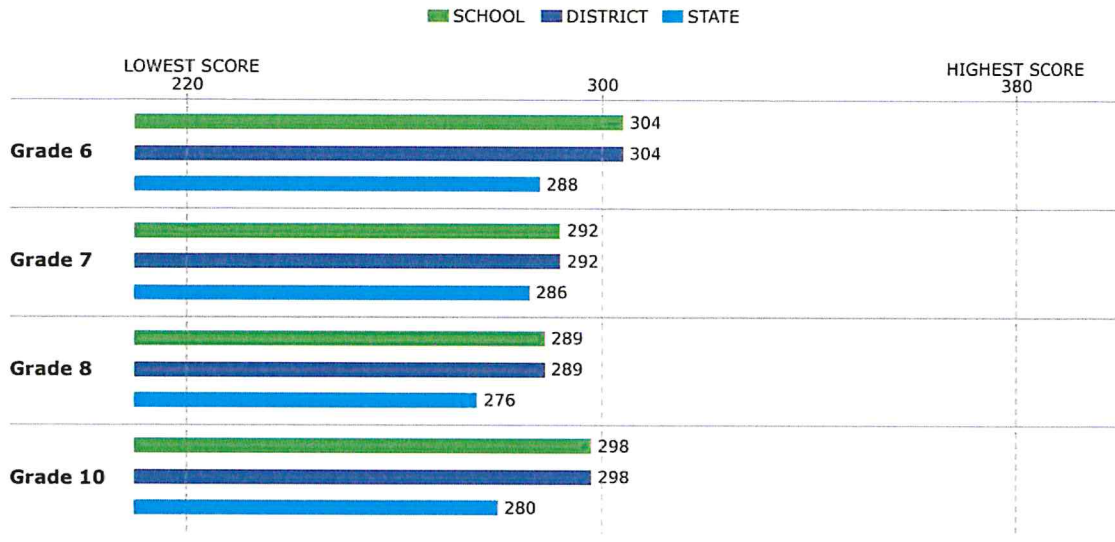


Standard error of measurement for this report:

Grade 3: School—6.1 | District—6.1 | State—0.2
Grade 4: School—5.3 | District—5.3 | State—0.2
Grade 5: School—5.1 | District—5.1 | State—0.2

The standard error indicates how much a student's score might vary if the student took many equivalent versions of the test (tests with different items but covering the same knowledge and skills).

2022-23 HMHS- ELA

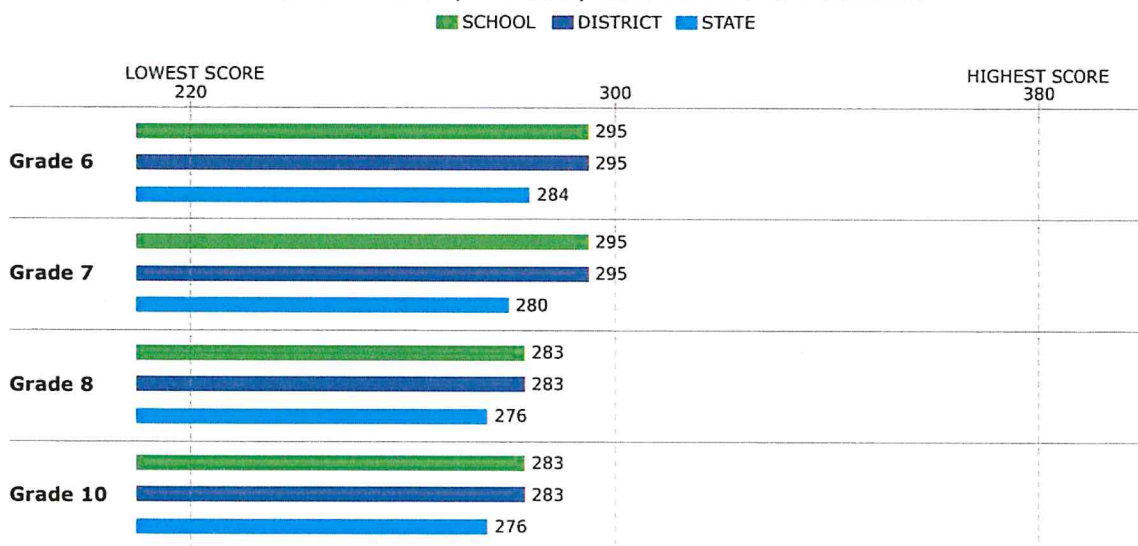


2022-23 HMHS- Mathematics

Kansas Assessment Program

The KAP assessments measure students' understanding of the Kansas Standards at each grade. The math assessment asks students to answer computation questions and questions about data presented in word problems, equations, graphs, tables, and diagrams. Students may show what they know about mathematics by selecting or providing the right answer, sorting or ordering items, creating graphs, and labeling pictures.

Median School, District, and State Performance



USD 410 Durham - Hillsboro - Lehigh 2023 - 2024 Supplemental Positions

Full Name	Building	Position	Activity	Position FTE
North, Adam	High School	Head	Academic Detention Supervisor	1.00
Moss, Daniel	High School	Head	Baseball Coach	1.00
Kroeker, Kyle	High School	Head	Basketball Coach (Boys')	1.00
Cox, Demetrius	High School	Assistant	Basketball Coach (Boys')	1.00
Kerbs, Rustyn	Middle School	Head	Basketball Coach (Boys')	1.00
Loewen, David A.	Middle School	Assistant	Basketball Coach (Boys')	1.00
Loewen, David E.	Middle School	Assistant	Basketball Coach (Boys')	1.00
Ratzlaff, Micah	High School	Head	Basketball Coach (Girls')	1.00
Boldt, Dennis	High School	Assistant	Basketball Coach (Girls')	1.00
Loewen, Tena	High School	Assistant	Basketball Coach (Girls')	1.00
Hardey, Autumn	Middle School	Head	Basketball Coach (Girls')	1.00
Jaworsky, Amanda	Middle School	Assistant	Basketball Coach (Girls')	1.00
Klein, Kathy	High School	Head	Cheerleader Sponsor	1.00
Dalke, Dustin	District	Head	Concessions Manager	1.00
Loewen, Brielle	High School	Head	Cross County Coach	1.00
Rose, Leah	High School	Head	Drama Coordinator	1.00
Gallaway, Kayla	High School	Assistant	Drama Coordinator	1.00
Roberts, Sonya	High School	Head	FFA Sponsor	1.00
Sisk, Shari	Elementary School	Head	Fine Arts (K - 5)	1.00
Cox, Demetrius	High School	Head	Football Coach	1.00
Boldt, Dennis	High School	Assistant	Football Coach	1.00
Haslett, Jeff	High School	Assistant	Football Coach	1.00
O'Hare, Scott	High School	Assistant	Football Coach	1.00
Kroeker, Kyle	Middle School	Head	Football Coach	1.00
Clements, Tyler	Middle School	Assistant	Football Coach	1.00
Kerbs, Rustyn	Middle School	Assistant	Football Coach	1.00
Cox, Ciara	High School	Head	Freshman Class Sponsor	0.50
Rose, Leah	High School	Head	GAP Club Sponsor	1.00
Hein, Jill	High School	Assistant	GAP Club Sponsor	1.00
O'Hare, Scott	High School	Head	Golf Coach	1.00
Dalke, Dustin	High School	Assistant	Golf Coach	1.00
Boldt, Dennis	High School	Head	H Club Sponsor	0.50
O'Hare, Scott	High School	Head	H Club Sponsor	0.50
Bates, Jasmine	High School	Head	Instrumental Music Instructor	1.00
Cox, Ciara	High School	Head	Junior Class Sponsor	0.50
Dalke, Dustin	High School	Head	Junior Class Sponsor	0.50
Just, Lynn	High School	Head	Musical Coordinator	1.00
Dalke, Dustin	High School	Assistant	Musical Coordinator	0.50
Isaac, Kathy	High School	Assistant	Musical Coordinator	0.50
Bowman, Jessica	High School	Head	National Honor Society Sponsor	1.00
Dalke, Dustin	District	Head	Professional Development Coordinator	1.00
Mueller, Kaylene	High School	Head	Scholars' Bowl Sponsor	1.00
Cassidy, Tamara	Middle School	Head	Scholars' Bowl Sponsor	1.00
Boldt, Dennis	High School	Head	Senior Class Sponsor	1.00
Kroeker, Alyssa	High School	Head	Softball Coach	1.00
Kerbs, Rustyn	High School	Assistant	Softball Coach	1.00

USD 410 Durham - Hillsboro - Lehigh 2023 - 2024 Supplemental Positions

Full Name	Building	Position	Activity	Position FTE
Dalke, Holly	High School	Head	Sophomore Class Sponsor	1.00
Hein, Rachel	High School	Head	Student Council Sponsor	1.00
Cassidy, Tamara	Middle School	Head	Student Council/Renaissance Sponsor	1.00
Cox, Demetrius	Middle/High School	Head	Summer Weight Room Supervisor	1.00
Bowman, Jessica	Middle/High School	Head	Teacher Mentor	1.00
Shewey, Grant	High School	Head	Tennis Coach (Boys')	1.00
Ruder, John	High School	Head	Tennis Coach (Girls')	1.00
Cox, Demetrius	Middle/High School	Head	Track Coach	1.00
Just, Malinda	Middle/High School	Assistant	Track Coach	1.00
Kaufman, Bailey	Middle/High School	Assistant	Track Coach	1.00
Shaw, Wes	Middle/High School	Assistant	Track Coach	1.00
Colle, Kevin	Middle/High School	Assistant	Track Coach	1.00
Kaufman, Bailey	High School	Head	Trojan TV Sponsor	1.00
Bell, Creigh	High School	Head	TSA and Robotics Sponsor	1.00
Just, Lynn	Middle/High School	Head	Vocal Music Instructor (Grades 6 - 12)	1.00
Arnold, Sandy	High School	Head	Volleyball Coach	1.00
Hein, Jill	High School	Assistant	Volleyball Coach	1.00
Carr, Erin	High School	Assistant	Volleyball Coach	1.00
Hardey, Autumn	Middle School	Assistant	Volleyball Coach	1.00
Rose, Leah	Middle School	Assistant	Volleyball Coach	1.00
Boldt, Dennis	District	Head	Website Facilitator	1.00
O'Hare, Scott	High School	Head	Wrestling Coach	1.00
Barber, Lester	High School	Assistant	Wrestling Coach	1.00
Jost, Alex	Middle School	Head	Wrestling Coach	1.00
Hein, John	Middle School	Assistant	Wrestling Coach	1.00
Bowman, Jessica	High School	Head	Yearbook Sponsor	1.00
Bowman, Jessica	Middle School	Head	Yearbook Sponsor	1.00

MASTER CONTRACT

***CERTIFIED EMPLOYEES
2023 - 2024***

***Unified School District No. 410
Durham – Hillsboro – Lehigh***

**Approved by:
Interest-Based Bargaining Team – June 29, 2023
Teachers – TBD
Board of Education – TBD**

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MASTER CONTRACT FOR CERTIFIED EMPLOYEES

Unified School District No. 410

ARTICLE I – MASTER CONTRACT (Revised 7/92; 06/12)

A copy of the current Master Contract will be made available on the district website. The contents shall include all negotiated items. If a necessity for a change in the Master Contract occurs due to a change in Kansas Statutes, it may be changed by Board action and a simple majority ballot vote of all instructional staff. All parties affected by the change will be notified.

ARTICLE II – GRIEVANCE PROCEDURE (Revised 7/92)

A. Definitions

Grievance: Grievance means a complaint regarding the meaning, interpretation, or application of any provision of the master contract, or a complaint that the employer or its agents acted in bad faith or in any arbitrary or capricious manner in applying any established policy or practice governing or affecting the employees covered by the master contract.

Aggrieved Person: The person, persons, or the Association making the complaint.

Party of Interest: The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Days: Except when otherwise indicated, days shall mean working days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting employees.

C. Procedure

Level One – Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisors.

Level Two – If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of the Level One response simultaneously with the Association or its designee and the Principal on the form provided in the Appendix. Within five (5) school days after receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. The Principal shall submit his/her decision in writing to the aggrieved person and the Association within five (5) days after the meeting.

Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the Association or its designee for transmittal to the Superintendent or his/her designee. Within ten (10) days after receipt of the written grievance, the Superintendent or his/her designee will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The Superintendent shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) days of the meeting.

Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Association or its designee for transmittal to the Board. Within thirty (30) days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) days of the meeting.

D. Rights of Teachers to Representation

No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation. An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a Grievance representative selected by the Association. If an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Miscellaneous

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.

If the board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, the grievance shall be advanced to the next level. If, in the judgment of the Association, a grievance affects a group or class of employees the Association may initiate and submit such grievance in writing to the Superintendent directly. The processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is not an aggrieved person who wishes to do so.

Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

F. Instructions

The purpose of a grievance procedure is to facilitate free, easy, and effective communication between employees and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and proper procedure for completing a grievance form and the filing of same will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association president, and should be filed at each level of the grievance procedure. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

Under Section B of the Grievance Report Form those relevant contract provisions, board policies, or administrative regulations or practices which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.

Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices has occurred.

Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

ARTICLE III – FAIR DISMISSAL (Added 06/15)

A. Fair Dismissal Process

The Board of Education and USD 410 Education Association agree to the mutual benefit of a fair dismissal procedure. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.

Starting in year four of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any teacher at the issuance of a teaching contract.

Non-probationary teachers may be non-renewed for just cause. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors.

If the proposed nonrenewal is to be based on poor job performance according to employee evaluation(s), the non-probationary teacher will be informed his/her performance is substandard and he or she will be placed on a plan of improvement. The plan of improvement may be collaboratively developed, but the final decision on the plan rests with administration and/or the Board of Education.

If the non-probationary teacher is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request for a hearing with administration and/or the local Board of Education. During the hearing, the entire basis for the nonrenewal shall be proffered by the district and the teacher may present his/her response.

It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.

B. Staff Reduction (Revised 6/00; 6/02; 6/04; 5/08; 06/13; 06/15)

Steps for Staff Reduction:

1. The board shall retain the sole right to determine when a reduction in the certified teaching staff is to be made.
2. The board shall identify the position to be reduced.
3. The board shall attempt to accomplish a reduction in teaching staff by attrition.

4. Probationary teachers will be reduced before non-probationary teachers with the same certification.
5. If after steps 3 and 4, a further reduction is necessary, a list shall be developed that includes all those currently teaching in a position that could be filled by the person whose position is being reduced. (Revised 6/04)
6. If two or more teachers are on the list, each teacher will be assigned a point value based on the following criteria. The teacher(s) with the fewest points will be reduced.

Two points for each year of service as a certified employee of USD 410. (Maximum of 40 points)

Four points for ten years of service as a certified employee of USD #410. Four points for fifteen years of service as a certified employee of USD #410. Four points for twenty years of service as a certified employee of USD #410. (Maximum of 12 points)

Three points for each column on the salary schedule beyond the BS column. (Maximum of 24 points)

Six points for a Master's degree.

In the event that two employees have exactly the same number of points from the process above, the employee with the longer continuous full-time service to the district shall be retained.

Any person being reduced may ask that the above process be repeated for their position.

C. Recall

Recall means rehiring a teacher whose contract has been non-renewed due to the reduction in force process. Recall shall be in reverse order of the reduction in staff (the last reduced shall be the first rehired.) Recall rights will be in force for two (2) years from the last day of employment. Teachers that are reduced must submit a request to be recalled to the clerk of the board. This request must be submitted by January 1 of each school year following the reduction in staff.

The clerk shall give written notification of vacancies to all reduced staff members eligible by certification for recall. Each reduced staff member shall respond to this notification within 10 days of the receipt of the notice. It is further understood that the recalled employee shall be given their earned step and column on the salary schedule and all accumulated leave shall be returned unless pay had been received by the teacher for such leave.

It is the responsibility of the employee to keep the board clerk informed of any changes in address. If this procedure is not followed, the Board of Education will not be responsible for notification of recall.

ARTICLE IV – ASSIGNMENT OF DUTY

A. Major Duties (Revised 6/03)

By the final day of school each year, each teacher's contract for the next school year shall specify the major individual duties.

B. Lunchroom Duty (Revised 9/06)

Teachers shall be given a thirty-minute, duty-free lunch period each day. Teachers who volunteer to supervise students during their lunch period will receive payment of \$20 per day.

C. Planning Period (Revised 7/91; 6/03)

Each teacher shall be provided a period free from scheduled classes for the purpose of planning.

D. Extra Class Assignment (Revised 7/91; 06/15)

If circumstances make it necessary to teach an extra class period, the teacher who agrees shall receive a prorated amount of the daily rate of pay for all extra class period assignments.

E. Substitute Teaching (Revised 7/94; 6/02; 07/19)

Teachers who are asked to substitute for other teachers during their planning period will be paid according to the teacher's annual salary. Salary will be calculated by dividing the substituting teacher's daily rate of pay by 7 hours and multiplying that by the hours or portions of an hour spent substitute teaching rounded to the nearest quarter hour.

F. Assignment to IDL, Online, and Virtual Courses (Added 7/93; Revised 6/03; 06/13; 06/15)

Only volunteers will be assigned teaching duties for IDL, online, and virtual courses and compensation will be paid at the rate established by the Technology Excellence in Education Network (TEEN)

Teachers teaching IDL or online courses shall be offered up to 3 days extended contract for preparation and/or training.

ARTICLE V – TEACHER EVALUATION (Revised 7/92; 6/02)

The evaluation of the professional effectiveness of teachers is to be implemented in such a manner as to satisfy the requirements of state law.

An evaluation committee consisting of members of the certified teaching staff, administrators, and/or board of education members shall be formed for the purpose of studying changes requested by Teachers, Administrators, or Board of Education members. This committee shall be in session only when and if changes are proposed by any of the above referenced.

ARTICLE VI - FRINGE BENEFITS

A. Definition of Leave Days (Added 5/05; Revised 04/11)

In accounting for and reporting leave, a full-time teacher's day will be equal to 7.0 hours (8:00 - 3:30 less 30 minutes for lunch), and a part-time teacher's day will be equal to that teacher's contracted FTE multiplied by 7.0 hours. This statement applies to all references to leave days in the master contract. In the calculation and use of leave, all amounts will be rounded to the next highest quarter hour.

B. Professional Meetings and Educational Conferences (Revised 7/94; 6/97; 6/02; 6/03; 6/09; 04/11)

The School Board encourages each teacher to attend professional meetings and educational conferences.

C. Association Leave

Release time will be granted for Association business in the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its' own professional purposes, or other business leaves pertinent to the Association affairs. A representative shall be excused providing the frequency is no more than four (4) combined days a year and provided the Association will reimburse the district for the costs of substitutes.

D. Sick Leave (Revised 5/88; 6/04; 5/07; 6/09; 07/21; 07/22)

There shall be an allowance of 15 days sick leave per school year accumulative to 90 days.

Teachers who do not use all of their sick days will receive pay for sick days that will be lost. Payment for unused sick days (those beyond 90) will be made with the first payment of the succeeding year's contract and will be computed at a rate of \$30 per day.

Teachers eligible for and exercising their initial retirement option in the Kansas Public Employees Retirement System (KPERS) at the end of the current contract year will be paid for the balance of all unused sick leave days. This payment will be based on a rate of \$30 per day of unused sick leave. Payment for unused sick leave will be made with the final payment of the contract.

E. Illness and Disability Pool (Added 7/93; Revised 6/03; 5/05; 07/18)

Each professional employee wishing to continue or join the pool will donate two (2) days of his/her sick leave days to the pool from the fifteen (15) days received in the year they join and for each year thereafter when the pool has fewer than one hundred (100 full time teacher) days. Employees may join by donating two (2) days. Only professional employees who are members and have donated days are eligible to draw from the pool.

All professional employees who are members, or their designees, are eligible to make application for sick leave pool days. Application must be made within the contract year in which the accumulated sick leave days are depleted. If approved, use of such days cannot occur until all of the applicants accumulated sick leave days are depleted. The professional employee or a family member must be hospitalized and/or under the care of a licensed health care provider. A statement from the licensed health care provider is required recommending that the professional employee continue to be absent from work due to his/her or his/her family member's health. Application to borrow days from the pool is to be made in writing to the Association Illness and Disability Pool chairman. Upon the committee's approval of such requests, the district shall credit such person(s) with such leave from the pool.

The pool member may borrow, when approved by the pool committee, up to thirty (30) days of sick leave in any one contract year. Upon return to full-time service, the member must repay the pool for the borrowed days at the rate of not less than three (3) days per year thereafter. If the nature of the injury or illness is such that the employee is unable to return to work, no repayment will be required.

The Illness and Injury Pool committee is to be established before the start of the contract year. The committee is to be made up of two (2) Hillsboro Elementary School teachers, two (2) Hillsboro Middle/High School teachers, building principals, and the superintendent of schools or designee. Teacher members of the committee must be participants in the pool. Teacher members will be elected by the USD #410 Education Association. All decisions of the committee are considered final. Criteria for approval of application for pool days are to be established by the pool committee and made available to all members.

After an employee has joined the pool, he/she may not withdraw the days he/she contributed if he/she drops out of the pool.

F. Bereavement Leave (Revised 6/03)

Teachers will be allowed time off because of the death of a family member, a friend, or an acquaintance. Such leave shall not be in excess of five (5) days per bereavement for family members and one (1) day for a friend. Bereavement leave beyond these limits may be granted by the superintendent of schools. Bereavement leave shall be subtracted from sick leave.

G. Family Illness/Daycare Provider Leave (Revised 6/00; 6/03; 07/22)

Leave will be granted for the illness of a family member/daycare provider. Leave will also be granted for the purpose of the adoption of children. This leave will be granted upon request of the adoption agency and shall not exceed sixty days. Family illness/daycare provider leave shall be subtracted from sick leave.

Employees may use accumulated sick leave for any contract days that occur within sixty calendar days after the birth of a child. In order to use sick leave after this sixty-day period, the employee will be required to present a statement from a physician stating that the health condition of either the employee or child is such that additional sick leave is needed.

H. Extended Leave (Revised 7/92; 6/03)

Certified staff members may request, subject to the approval of the Board of Education, a leave of absence for the following activities:

1. Study, (on a graduate program leading to an advance degree.)
2. Teaching, (at a location other than USD #410), days of leave to be granted only for those days of actual teaching and for travel time, (directly to and from location).
3. Professional duties shall be of a nature sponsored or administrated by one of the many professional organizations such as ESSDACK, Kansas State Department of Education, and many national organizations related to the various levels of education and activities.
4. All other Leave Requests that do not correspond with number one, two, or three above are to be considered on a per application basis.

At the time of the request, the teacher will submit a written plan establishing goals and objectives that outline how USD #410 students would benefit by the experience. The plan will identify what the teacher expects to learn, how the teacher's expanded knowledge will be utilized, and how that knowledge will be integrated into the curriculum. The plan shall also specify how the experience will enhance students' educational experiences. The plan will be presented to the superintendent of schools who shall seek board approval. Upon return, the teacher will make a presentation to the board concerning the experience.

Request for leaves greater than one month shall be made 90 days in advance. All other requests shall be made a minimum of 14 days prior to the expected leave date. Length and conditions of the leave will be agreed on at that time. All leaves shall be subject to the following provisions: an instructor shall (a) receive no salary from USD 410 when on leave; (b) retain accumulated sick leave; (c) return to the experience level on the salary schedule held prior to the leave of absence, unless said teacher qualifies for a higher income bracket; (d) use all personal leave accumulated prior to the extended leave.

I. Personal Leave (Revised 6/00; 6/01; 6/03; 6/04; 9/06; 6/09; 04/11; 06/12; 07/17; 07/19; 07/21)

Teachers shall be allowed two days of personal leave per year, accumulative to six days. Teachers will use these days at their discretion. Teachers are required to request personal days five school days prior to the requested leave date.

Personal days may be used adjacent to a scheduled vacation when the following stipulations are met:

1. Each teacher is allowed to take personal days adjacent to only one vacation per year.
2. Usage is limited to five teachers on any given day.
3. Use of this day is on a first come-first serve basis.

The superintendent may grant exceptions to these stipulations in emergency situations.

Consecutive days of personal leave are discouraged during the first two weeks of school and the last two weeks of school. Teachers who choose not to use all of their personal days will receive pay for personal days that will be lost. Payment for unused personal days (those beyond 6) will be made with the first payment of the succeeding year's contract and will be computed at the teacher's hourly rate of pay for the fiscal year in which the payment is made.

Teachers eligible for and exercising their initial retirement option in the Kansas Public Employees Retirement System (KPERS) at the end of the current contract year will be paid for the balance of all unused personal leave days. This payment will be based on the teacher's hourly daily rate of pay. Payment for unused personal leave will be made with the final payment of the contract.

Sick leave days may be converted to personal leave after all paid personal leave has been exhausted. The rate of conversion shall be at a ratio of 3 sick leave days to 1 personal leave day. The draw on sick leave shall be on an 'as used' basis; the employee may not accumulate any unused personal days using the benefit feature. A maximum of five personal leave days may be gained annually using this conversion and must be approved by the Superintendent. Sick leave days used in this conversion shall be deducted from the teacher's accumulated sick leave. Examples of the conversion follow: (Added 9/06)

1 Day Personal Leave = 3 days Sick Leave

1 Hour Personal Leave = 3 Hours Sick Leave

15 Minutes Personal Leave = 45 Minutes Sick Leave

Two days of unpaid personal leave will be granted annually. Additional unpaid personal leave may be granted by the superintendent. (Added 6/04)

J. Unapproved-Unpaid Absences (Revised 7/94; 6/02; 5/08; 04/11)

Any leave taken without approval of the Board of Education during the contract year will be subject to possible termination of the teacher's contract at the next regular board meeting. The Board of Education shall retain the right to deviate from this policy in the event of extenuating circumstances. Any unapproved - unpaid absence shall be subject to a salary deduction of the teacher's daily rate of pay per day of absence

K. Payroll Reduction Plan (Revised 5/87; 6/02)

The Board of Education provides a salary reduction program which complies with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement once annually to cover all premiums for the employees selected benefits as described under section 125.

L. Teacher Representation (Revised 7/91)

Teachers shall be represented and/or consulted in areas related to various educational processes.

M. Committee Representation-Compensation (Revised 7/93; 6/98; 6/01; 6/02; 6/09; 04/11; 07/18; 07/21; 06/23)

The recommended list of teachers to serve on each committee shall be subject to approval by the Board of Education. Approved committee members are eligible for Professional Development Council salary advancement points when they meet before or after the recognized duty day. Examples could include, but are not limited to, building improvement teams, Professional Development Council, and site councils.

N. Compensation for Summer Curriculum Work (Added 6/99; Revised 06/12)

The following plan is presented as a means of reducing the amount of time teachers are absent from the classroom for curriculum development work.

A curriculum committee may be assembled for up to five (5) days during the summer for work on developing curriculum and assessments.

Committee members will be reimbursed at their daily rate of pay as per their current contracted salary. Work prior to July 1 would be compensated at the previous year's salary, and work after June 30 would be compensated at the upcoming year's salary.

Use of summer days will be at the discretion of the assembled curriculum committee. This committee will determine if the summer option is used and the days on which the committee will work.

For this option, one day is defined as seven (7) hours of committee work.

In order to make budgetary plans; the district Curriculum Coordinator should make requests for use of this summer option to the Superintendent prior to March 1.

O. School Calendar (Revised 7/94; 6/01; 6/02; 6/03; 5/08; 04/11; 06/12; 06/13)

The following National Holidays will be part of the District Common School Calendar schedules: Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, and Memorial Day.

There shall be 178 teacher contract days in the school calendar. In order that all regular and special education students have equal educational opportunity, USD #410 shall strive to achieve a common school calendar that is compatible to other districts in the Marion County Special Education Cooperative and the Technology Excellence in Education Network (TEEN).

A half day shall be provided to teachers at the end of each of the first three quarters to be used for teaching preparation and grade recording. The other half-day will involve staff development activities.

P. Defined Benefit Plan (Revised 6/00; 6/01; 6/02; 6/03; 6/04; 05/05; 9/06; 5/07; 5/08; 4/09; 06/10; 04/11; 06/12; 06/13; 06/14; 06/15; 06/16; 07/17; 07/18; 07/19; 07/20; 07/21; 07/22; 06/23)

The Board of Education has agreed to furnish each person of the certified teaching staff working 630 hours or more per year a defined benefit plan of \$679 for the first month of the contract (September) and \$752 per month for the succeeding 11 months of the contract. This benefit shall be used exclusively for health insurance provided through the ESSDACK consortium.

Q. Student Teachers (Revised 6/90)

The total amount paid by colleges to USD #410 for the supervision of student teachers will be paid to the

supervising teachers involved. USD #410 administrator(s) shall consult in person with the cooperating teacher before the assignment is made.

The Board of Education charges the Superintendent of Schools with the responsibility of assigning student teachers on a rotating basis, (not to be consecutive - year after year), with tenured teachers. This paragraph will only pertain to those departments with more than one (1) full-time instructor.

R. Incentive for Early Notice of Retirement (Added 07/20; Revised 07/21; 07/22; 06/23)

An employee providing a written notice of retirement by 12:00 PM on the Friday before the December Board of Education meeting who is eligible for and exercising their initial retirement option in the Kansas Public Employees Retirement System (KPERs) at the end of the current contract year will receive a \$1,000 stipend with the regular June contract payment.

S. Early Retirement (Added 6/04; Revised 03/08; 5/08; 10/09; 03/11)

Due to declining enrollment and the uncertainty of school funding, USD 410 is facing the need to reduce the number of teaching positions. To facilitate this reduction, the Board of Education and the USD #410 Education Association have agreed to offer to some staff a buyout, structured as an early retirement stipend. This offer will expire at 3:30 p.m. on April 1, 2011.

The parties acknowledge that any future early retirement provision may differ substantially from the existing provision.

Employees of Hillsboro USD 410 who may find it necessary or desirable to retire from employment with the district may elect to take early retirement under the terms and conditions of this policy.

The following definitions shall apply to this policy:

Certified Employee shall mean any employee covered by the master contract for certified employees employed by the Board of Education in a position which requires a license issued by the Kansas State Board of Education in a professional, educational, or instructional capacity. It does not include administrators.

School Year shall mean that period of time from July 1 to June 30 of the calendar year.

Final Salary shall mean the employee's contracted compensation based on the salary schedule for the final year prior to retirement. Compensation for supplemental assignments, extended contract time, and fringe benefits shall not be considered a part of the final salary.

1. Eligibility – Certified employees may elect to take early retirement under the terms set forth under this policy. Early retirement is voluntary and at the discretion of the eligible employee.
2. Requirements – A certified employee is eligible for early retirement pay if such person is:
 - a. currently a certified employee of USD 410;
 - b. eligible for and exercising a retirement option in the Kansas Public Employees Retirement System (KPERs); and
 - c. has a minimum of twenty (20) years of employment in a public school system, five (5) of which must be in USD #410.
3. Period of Eligibility – Early retirement benefits shall be paid for a period of five years.
4. Notice to District of Intent to Retire Early – Written notice of intent shall include the following information delivered to the Superintendent of Schools on or before April 1, 2011, at 3:30 p.m.:

- a. a statement of the applicant's desire to take early retirement,
 - b. the anticipated date of retirement,
 - c. the applicant's birth date and age on the date of retirement,
 - d. current mailing address and telephone number,
 - e. the applicant's final salary,
 - f. the applicant's desire to or not to maintain health insurance through the school sponsored program.
5. Notification to Retiree – The Board will approve all eligible early retirement notifications completed according to this agreement at its April 11, 2011, board meeting. The superintendent shall notify the applicant in writing of all board action on the application and the amount of projected retirement benefits. (Calculation Worksheet on page 17)
6. Calculation of Early Retirement Benefit – The total retirement benefit shall be an amount equal to the final salary contracted between the employee and USD 410 (final salary does not include pay for supplemental assignments, extended contract time, and fringe benefits.)
7. Method of Payment
 - a. One-third (1/3) of the benefit is paid in each of the first two years of the benefit period and one-ninth (1/9) of the benefit is paid in each of the final three years of the benefit period. Benefits will be paid in twelve (12) monthly installments.
 - b. The district will use an employer-funded 403(b) tax-deferred account as the vehicle for transferring early retirement benefits to the employee.
 - c. Benefits will begin with the first pay period following the last pay period covered by the retiree's regular salary.
 - d. All taxes shall be withheld as required by law.
 - e. Employees taking early retirement shall be responsible for keeping the school district informed of his/her mailing address and telephone number.
8. Eligibility for Employment– A certified employee who takes early retirement shall be eligible for further employment only as allowed by KPERS rules and regulations. Any employment which causes KPERS benefits to cease will also cause the retiree to be ineligible for continuation of the USD 410 retirement benefit.
9. Benefits at Death – Upon the death of the retired employee, the payment of early retirement benefits shall cease.

T. Licensure Renewal Expenses (Added 06/15)

The Board of Education will reimburse teachers for up to \$150 of licensure renewal expenses including KSDE licensure renewal fees, KBI background check fee, and the costs of college transcripts. Teachers are required to provide documentation of their renewal expenses to be eligible for the reimbursement. Teachers who were required to obtain a new license between the dates of November 14, 2014 to July 1, 2015 will receive reimbursement for expenses associated with the newly required KBI background license fee.

ARTICLE VII – TRANSCRIPTS

Teachers are to furnish copies of all transcripts of college credit to the Central Office where they are kept on file.

ARTICLE VIII – REPORTING FOR WORK (Revised 7/91; 04/11)

Teachers are to be on duty as announced by the school calendar and report at such other times as requested by the Principal or Superintendent. It is expected that teachers will be on hand in sufficient time prior to the arrival of pupils in the morning and remain a reasonable time after their departure in the evening. The formal instructional process (teacher/student/classroom exercise) shall begin at 8:00 a.m. and end at 3:30 p.m.

ARTICLE IX – INSTRUCTION (Revised 7/94; 04/11)

There shall be a workroom provided at each building level to enhance teacher instruction. The room will be equipped with the following items: telephone and copier.

ARTICLE X – RELEASING A TEACHER FROM CONTRACT

It shall be board policy to consider a teacher contract binding upon both parties concerned. The board will consider a release from contract upon mutual agreement if it is possible to do so without impairing the educational opportunities of students. The board shall be responsible for releasing a teacher under contract.

ARTICLE XI – SALARY (Revised 6/90)

The incoming teacher shall be placed on the salary schedule in accordance with their years of experience and education.

A. Professional Development Plan (Revised 5/05; 07/19; 07/20)

Each teacher will have the opportunity to develop a professional development plan approved by the local Professional Development Council.

Professional development Knowledge Level points earned outside of contracted hours may be used for advancement on the salary schedule. All professional development points earned at the Application and Impact Levels may also be used for salary advancement.

Twenty professional development points are equal to one college hour. When a teacher uses a personal day to attend an approved professional development activity, those points may also be used for advancement on the salary schedule. All college hours awarded by an authorized educational agency may be used for salary advancement.

All teachers wishing to advance columns on the salary schedule must indicate intent to move with the district office by May 1. The district office will distribute forms for this purpose on or before April 15.

All teachers wishing to advance columns on the salary schedule must provide official transcripts to the district office on or before August 25.

B. Extra Pay for Extra Duties (Revised 06/00; 6/01; 6/04; 5/05; 9/06; 5/08; 06/10; 06/12; 07/17; 07/19; 07/22)

USD 410 employees working at athletic contests in essential positions, as determined by the administration, will be paid \$10.75 per hour with a minimum of \$21.50 per event. An approved sponsor will receive a \$60 per day stipend for sponsoring two or more students to a summer clinic.

C. Supplemental Contracts (Revised 06/12; 06/13; 06/14; 06/16; 07/17; 07/18; 07/19; 07/20; 07/21;

07/22; 06/23)

All supplemental duties shall be listed in the teacher's supplemental contract, along with the amount designated for such duties. Supplemental duties will be compensated according to the schedules below.

2023-2024 Supplemental Contract Base Salaries

Salary Schedule A		Salary Schedule B (added 5/05)	
Non-Certified	\$45,400	Non-Certified	\$48,775
Certified	\$48,850	Certified	\$52,225

For purposes of the above schedules, certified is defined as a person holding a valid Kansas professional teaching license.

The Superintendent shall at his discretion, employ and negotiate percentage compensation, (final approval by Board of Education), as to all newly created positions within the first year of any new program, (allowable compensation as negotiated may not exceed that amount as paid to the highest paying position as shown on said Master Contract.) This will be inclusive of all coaching positions and all sponsor designated positions. This discretionary authority granted to superintendent, with final board approval, shall cease at the end of the contract year. Compensation for all newly created positions will automatically be placed on the agenda for the next negotiated agreement. The Superintendent may, at his discretion and upon agreement by all parties concerned, divide the percentage for supplemental contract pay among all persons performing a single duty or combination of duties

SUPPLEMENTAL CONTRACTS

Supplemental Contract Percentages (revised 5/07; 06/10; 06/12; 06/13; 06/14; 06/15; 06/16; 07/17; 07/18; 07/19; 06/23)

Supplemental contract pay shall be based on Supplemental Contract Base Salary times percentage paid.

	Extra Duty %	Supplemental Contract Schedule
HIGH SCHOOL:		
Activities Director.....	12.0%	B
Head Baseball Coach.....	10.0%	B
Assistant Baseball Coach	7.0%	B
Head Basketball Coach	11.0%	B
Assistant Basketball Coach	7.0%	B
Head Cross Country Coach (HHS & HMS)	7.0%	B
Assistant Cross Country Coach (HHS & HMS).....	4.0%	B
Head Football Coach	11.0%	B
Assistant Football Coach	7.0%	B
Head Golf Coach	7.0%	B
Assistant Golf Coach	4.0%	B
Head Softball Coach	10.0%	B
Assistant Softball Coach	7.0%	B
Head Tennis Coach.....	7.0%	B
Assistant Tennis Coach	4.0%	B
Head Track Coach (HHS & HMS).....	11.0%	B
Assistant Track Coach (HHS & HMS)	7.0%	B
Head Volleyball Coach	11.0%	B
Assistant Volleyball Coach.....	7.0%	B
Head Wrestling Coach.....	11.0%	B
Assistant Wrestling Coach.....	7.0%	B
Summer Weight Room Supervisor (SCW 48 – SCW 6)	4.0%	A
Fall Weight Room Supervisor (SCW 7 – SCW 19).....	4.0%	A
Winter Weight Room Supervisor (SCW 20 - SCW 36)	4.0%	A
Spring Weight Room Supervisor (SCW 37 - SCW 47).....	4.0%	A
6-12 Vocal Music.....	10.0%	A
Instrumental Music	10.0%	A
Debate.....	8.0%	A
Forensics.....	8.0%	A
Musical, Coordinator	7.0%	A
Musical, Assistant.....	6.0%	A
Drama, Coordinator	7.0%	A
Drama, Assistant.....	4.0%	A
Student Council Sponsor.....	4.0%	A
Yearbook	8.0%	A
FCCLA Sponsor	4.0%	A
Cheerleader Sponsor.....	8.0%	A
Concessions Manager.....	10.0%	A
FFA	11.0%	A
Scholars' Bowl.....	5.0%	A
Drill Team Sponsor.....	4.0%	A
National Honor Society.....	2.0%	A
Website Facilitator.....	7.0%	A
Freshman Class Sponsor	2.0%	A
Sophomore Class Sponsor.....	2.0%	A
Junior Class Sponsor	6.0%	A
Senior Class Sponsor.....	2.0%	A
Technology Student Association and Robotics Sponsor	6.0%	A
Chess Club.....	4.0%	A
H-Club	4.0%	A
Academic Detention Supervisor	4.0%	A
Trojan TV Sponsor	2.0%	A
GAP Sponsor and CTE Club Sponsor: GAP and CTE Club Sponsor payments will be determined by amount contributed by the donor toward the salary for these positions.		
MIDDLE SCHOOL:		
Head Football Coach	8.5%	B
Assistant Football Coach	6.0%	B
Head Basketball Coach	8.5%	B
Assistant Basketball Coach	6.0%	B
Head Volleyball Coach.....	8.5%	B
Assistant Volleyball Coach	6.0%	B
Head Wrestling Coach.....	3.5%	B
Assistant Wrestling Coach.....	2.5%	B
Cheerleader Sponsor.....	8.0%	A
Scholars' Bowl.....	2.0%	A
Yearbook.....	2.0%	A
Student Council / Renaissance Sponsor	3.0%	A
ELEMENTARY SCHOOL		
K-5 Fine Arts.....	5.0%	A
After-School Coordinator.....	5.0%	A

DISTRICT:	Extra Duty %	Supplemental Contract Schedule
Professional Development Coordinator	2.0%.....	A
Teacher Mentor	2.0%.....	A
Wellness Coordinator	2.0%.....	A

D. Salary Schedule (06/23)

The highlighted Bachelor's + 50 column changed to grandfathered status effective July 1, 2023. Certified staff who are in the Bachelor's + 50 column as of July 1, 2023, may remain in the column. Certified staff who are in the Bachelor's + 40 column as of July 1 2023, may move to the Bachelor's + 50 column. No other certified staff may move to the Bachelor's + 50 column.

USD 410 Durham - Hillsboro - Lehigh 2023 - 2024 Salary Schedule											
Step	BS	BS + 10	BS + 20	BS + 30	BS + 40	Grandfathered BS + 50	MS	MS + 10	MS + 20	MS + 30	Step
0	\$ 44,400	\$ 45,210	\$ 46,020	\$ 47,080	\$ 47,890	\$ 49,000	\$ 50,540	\$ 51,350	\$ 52,160	\$ 52,970	0
1	44,850	45,660	46,470	47,530	48,340	49,450	50,990	51,800	52,610	53,420	1
2	45,300	46,110	46,920	47,980	48,790	49,900	51,440	52,250	53,060	53,870	2
3	46,050	46,860	47,670	48,730	49,540	50,650	52,190	53,000	53,810	54,620	3
4	46,500	47,310	48,120	49,180	49,990	51,100	52,640	53,450	54,260	55,070	4
5	46,950	47,760	48,570	49,630	50,440	51,550	53,090	53,900	54,710	55,520	5
6	47,400	48,210	49,020	50,080	50,890	52,000	53,540	54,350	55,160	55,970	6
7	47,850	48,660	49,470	50,580	51,390	52,500	54,040	54,850	55,660	56,470	7
8	47,850	49,110	49,920	51,080	51,890	53,000	54,540	55,350	56,160	56,970	8
9	47,850	49,560	50,370	51,580	52,390	53,500	55,040	55,850	56,660	57,470	9
10	47,850	50,010	50,820	52,080	52,890	54,000	55,540	56,350	57,160	57,970	10
11	47,850	50,010	51,270	52,580	53,390	54,500	56,040	56,850	57,660	58,470	11
12	47,850	50,010	51,720	53,080	53,890	55,000	56,540	57,350	58,160	58,970	12
13	47,850	50,010	51,720	53,580	54,390	55,500	57,040	57,850	58,660	59,470	13
14	47,850	50,010	51,720	54,355	55,165	56,275	57,815	58,625	59,435	60,245	14
15	47,850	50,010	51,720	54,355	55,165	56,275	58,315	59,125	59,935	60,745	15
16	47,850	50,010	51,720	54,355	55,165	56,275	58,815	59,625	60,435	61,245	16
17	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,125	60,935	61,745	17
18	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	61,435	62,245	18
19	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	61,935	62,745	19
20	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	62,435	63,245	20
21	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	62,435	64,045	21
22	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	62,435	64,845	22
23	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	62,435	64,845	23
24	47,850	50,010	51,720	54,355	55,165	56,275	58,815	60,625	62,435	64,845	24

GRIEVANCE PROCEDURE APPENDIX
UNIFIED SCHOOL DISTRICT #410
GRIEVANCE REPORT FORM

PROCEDURE: (2) (3) (4)
(Circle one to indicate level of grievance)

Date Filed _____

NAME OF GRIEVANT

BUILDING

ASSIGNMENT

A. Date cause of grievance occurred:

B. Relevant contract provisions, board policies, or administrative regulations or practices:

C. Statement of grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary):

D. Relief desired:

Signature:

Date:

Date Received: _____

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature:

Date:

EARLY RETIREMENT BENEFIT CALCULATION WORKSHEET

USD 410

(To be completed jointly by employee and superintendent of school)

Today's Date _____

Employee's Name _____ Date of Birth _____

Proposed Retirement Date _____ Current Age _____

Years of Employment: in Public Schools _____

in USD 410 _____

BENEFIT CALCULATION

Final Salary A. _____

Total Early Retirement Benefit B. _____

METHOD OF PAYMENT

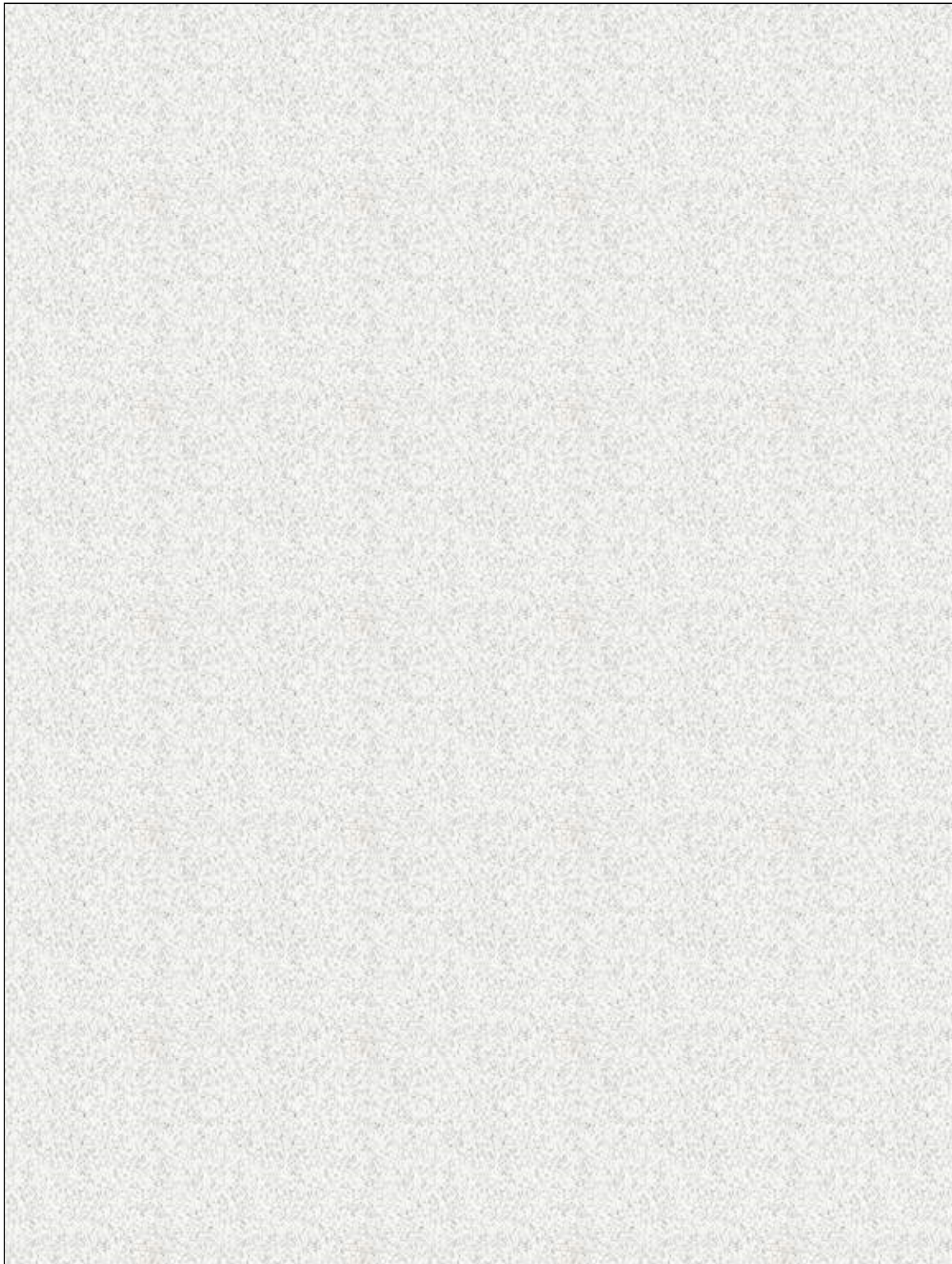
Annual Benefit
Year 1 (1/3 of above total benefit) _____

Year 2 (1/3 of above total benefit) _____

Year 3 (1/9 of above total benefit) _____

Year 4 (1/9 of above total benefit) _____

Year 5 (1/9 of above total benefit) _____



TECHNOLOGY EXCELLENCE IN EDUCATION NETWORK
June 21, 2023, Regular Board Meeting Minutes
USD 408 Marion – Florence District Office
6:00 p.m.

Members Present:

Mark Wendt, Chairperson
Jessey Hiebert

Eric Carlson
Brian Simmonds

Member Absent:

Jan Helmer

Others Present:

Lena Kleiner, Director

Jerry Hinerman, Clerk

1. Call to Order

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

2. Approval of Agenda

Jessey Hiebert moved to approve the agenda. Motion seconded by Brian Simmonds.
Carried 4-0.

3. Approval of Board Minutes

Mark Wendt moved to approve the minutes of the May 17, 2023, regular board meeting and the minutes of the May 31, 2023, special board meeting. Motion seconded by Eric Carlson.
Carried 4-0.

4. Approval of Payment of Bills and Financial Reports

Jessey Hiebert moved to approve the payment of bills totaling \$11,951.33 and the June 21, 2023, Income and Expense Reports. Motion seconded by Brian Simmonds. Carried 4-0.

5. Business Items

a. USD 410 Agreement for Office Support

Brian Simmonds moved to approve the USD 410 Agreement for Office Support. Motion seconded by Eric Carlson. Carried 4-0

b. USD 410 Agreement for Clerical Support

Jessey Hiebert moved to approve the USD 410 Agreement for Clerical Support. Motion seconded by Eric Carlson. Carried 4-0.

c. Audit Contract

Mark Wendt moved to approve an audit contract with Summer, Spencer & Company, P.A. to complete the Fiscal Year 2023 TEEN audit for \$4,725. Motion seconded by Eric Carlson.
Carried 4-0.

6. Other/Discussion

a. Director Compensation

b. TEEN Virtual Academy Graduation Ceremony

c. TEEN Virtual Academy Funding Return

June 21, 2023, Regular Board Meeting Minutes

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7. Next Meeting

Brian Simmonds moved to approve holding the TEEN July regular board meeting on July 18, 2023, at 6:00 p.m. at the USD 408 Marion – Florence District Office. Motion seconded by Jessey Hiebert. Carried 4-0

8. Adjournment

Mark Wendt adjourned the meeting at 6:31 p.m.

Jerry Hinerman, Clerk

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

MCSEC Conference Room at 6:30 p.m.

June 19, 2023

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



Members Present: Terry Deines, Jared Jost, Hope Reynolds

Members Absent: Duane Kirkpatrick, Maynard Knepp

Others Present: Shayla Hodges, Board Clerk; Dr. Robert Diepenbrock, Interim Director; Stacey Parks, 23-24 Appointed Director; Jennifer Shipman, Business Manager (left at 7:45 p.m.)

1. Call to Order, welcoming of guests, and attendance

Terry Deines called the meeting to order at 6:31 p.m. in the MCSEC Board Room.

2. Approval of Agenda (AI)

Jared Jost moved to approve the amended agenda as presented, seconded by Hope Reynolds.

Motion carried 3-0.

3. Consent Agenda (AI)

- a) Approval of the minutes of the May 15, 2023 regular meeting
- b) Approval of the clerk's/treasurer's reports
- c) Approval of the warrants (payment of bills) and journal entries
- d) Approval of reimbursements/additional pay
- e) Approval of gifts/grants
 - i. KAVESNP Donation - \$160.41
- f) Consideration of resignations (licensed and/or classified)
 - i. Heidi Hittle, Teacher at PBJHS
- g) Consideration of new hires/transfers (licensed and/or classified)
 - i. Joy Dalke, Transfer from HMHS to PBHS
 - ii. Kasey Gooch, OT
 - iii. Don Ratzlaff, Transfer from HES to HMHS
 - iv. Kimberli Dunne, Paraprofessional
 - v. Thomas Gill, Paraprofessional
 - vi. Tim Giles, Paraprofessional
 - vii. Tammy Wintermote, Paraprofessional

- viii. Angela Seifert, Paraprofessional
- ix. Alexandra Dickinson, Paraprofessional
- x. Samuel Hall, Paraprofessional
- xi. Alexis Scott, Transfer from HMHS to HES

Jared Jost moved to approve the consent agenda as presented, seconded by Hope Reynolds.

Motion carried 3-0.

4. Level of Determination (IO)

Dr. Diepenbrock reviewed the performance on compliance indicators and the different levels of determination (meets requirements, needs assistance (up to 2 years), needs intervention (up to 3 years), needs substantial intervention). All districts were compliant.

No action taken.

5. Public Participation (Open Forum) (IO)

No public participation.

6. New Business and/or Board Discussion Items (DI)

a) ESY Updates

No addition to the ESY budget at this time.

b) Health Care Insurance Rates Update

Reviewed Grandfathered vs. Non-Grandfathered health plans.

Jared Jost moved to approve the health insurance defined benefit to remain grandfathered as presented, seconded by Hope Reynolds.

Motion carried 3-0.

c) Workers Compensation Premium – KASB

Hope Reynolds moved to approve the KASB Worker's Compensation contract for the 23-24 school year for \$33,651 as presented, seconded by Jared Jost.

Motion carried 3-0.

d) OT Update

Kasey Gooch, OT for 2023-2024 school year is contracted for four days per week.

Contract was approved during consent agenda.

No additional action taken.

e) Social Worker Update

Discussed potential caseloads for the 2023-2024 school year.

No action taken.

f) eLuma Contract

Reviewed the 2023-2024 contract with eLuma to include School Psychologist services. Hope Reynolds moved to approve the eLuma contract as presented, seconded by Jared Jost.

Motion carried 3-0.

g) Local District Assessments

Jared Jost moved to approve the district assessments presented at a 8% summative increase, seconded by Hope Reynolds.

Motion carried 3-0.

h) Para Wages 23-24

Jared Jost moved to approve the 2023-2024 paraeducator increase of \$1.00/hr, plus a step, seconded by Hope Reynolds.

Motion carried 3-0.

i) 12-Month Classified Wages 23-24

Jared Jost moved to approve the 2023-2024 12-month classified employee wage increase of 3% as presented, seconded by Hope Reynolds.

Motion carried 3-0.

j) Updated on 2023-2024 Salary Projection Costs

No action taken.

k) KASB Policy Updates

Dr. Diepenbrock reviewed the policy updates from KASB. Unless additional changes, the recommendations will be considered to adopt at the regular July board meeting.

No action taken.

l) Other

7. Director's Report (IO)

a) Budget Reports

Reviewed the cash ending balance, expense, and revenue reports as of May 2023.

b) Budget Meeting on June 21, 2023 at Valley Center

c) Superintendent Meeting on June 7, 2023

8. Executive Session (IO)

a) Student Matters, Non-Elected Personnel, and Negotiations

Terry Deines moved to go into executive session at 7:34 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 7:49 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

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

Terry Deines moved to go into executive session at 7:50 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 8:00 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

At 8:00 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 8:01 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable

protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 8:11 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

At 8:11 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 8:12 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 8:22 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

At 8:22 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 8:23 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 8:33 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

At 8:33 p.m. Terry Deines declared the meeting out of Executive Session.

Terry Deines moved to go into executive session at 8:34 p.m. to discuss the following confidential student information where the actions adversely or favorably affect a student exception under KOMA, an individual employee's performance, personally identifiable protected employee information, as justified by the non-elected personnel exception under KOMA, and financial and other employer-employee information being considered in the negotiated agreement that could adversely affect the bargaining unit and the Interlocal with the Director, 23-24 Appointed Director, the Board Members present. Open session will return at 8:37 p.m. in this room. Motion seconded by Jared Jost. Motion carried 3-0.

At 8:37 p.m. Terry Deines declared the meeting out of Executive Session.

No action taken.

9. Other actions as required (AI)

- a) Hope Reynolds moved to approve the reduction of Dennis Engels FTE from 1.0 to .8 as presented, seconded by Jared Jost.

Motion carried 3-0.

10. Adjournment

Terry Deines adjourned the meeting at 8:39 p.m.

Terry Deines, Board President

Date

Shayla Hodges, Board Clerk

Date