



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Frank Harwood
Superintendent of Schools

USD 232 BOARD OF EDUCATION REGULAR MEETING AGENDA

Administrative Offices (35200 West 91st Street, De Soto, Kansas)

July 9, 2018

***** Please silence cell phones prior to the beginning of this meeting. *****

6:00 P.M.

I. MEETING OPENING.

- A. Call to Order.
- B. Pledge of Allegiance.
- C. Published Agenda Overview.

II. ORGANIZATIONAL DECISIONS.

- A. Election of Board President.
- B. Election of Board Vice President.

III. CONSENT AGENDA.

These items represent matters which the Board may approve without detailed discussion. Any item on the Consent Agenda may be removed for separate discussion as an Action Item upon request by the Superintendent or any board member. The Board has received supporting information on all items prior to action on the Consent Agenda.

- A. Adopt agenda.
- B. Approve minutes of June 4th regular meeting and June 18th special meeting.
- C. Approve payment of bills and transfer of funds (if appropriate).
- D. Approve employment recommendations made on July 3, 2018.
- E. Approve employment recommendations made on July 9, 2018.
- F. Approve the 2018-19 School Year Lease Agreement between USD 232 and Johnson County Park & Recreation District for School Age Childcare Programs.
- G. Approve the 2018-2019 Special Education Related Service Employee Handbook as proposed.
- H. Approve 2019 Local Education Agency (LEA) VI-B Assurances Regarding Eligibility and Implementation.
- I. Accept a contribution in the amount of \$7,000.00 to Starside Elementary School for the purchase of the Ten Block Schedule for Math Fluency and supporting materials from a donor who wishes to remain anonymous.

IV. ACTION ITEMS.

- A. 2018-2019 Organizational Items. [Frank Harwood]
- B. Approval of Professional Negotiated Agreement. [Alvie Cater]
- C. Approval of Staff Compensation Packages. [Brian Schwanz & Carrie Handy]

V. DISCUSSION ITEMS.

- A. Security Procedures. [Alvie Cater]
- B. City of Shawnee - Proposed Revenue Bonds, Property Tax Abatement. [Alvie Cater]
- C. District Goals. [Frank Harwood]

VI. PATRON INPUT.

VII. ALERTS. *(These items will require future action by the Board of Education.)*

- A. Recommended Policy Revisions; New Policy.
- B. Recommended Local Wellness Plan.

VIII. FYI REPORT.

- A. Unencumbered Cash Balances.

X. ADJOURNMENT.

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Unified School District 232

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USD 232 BOARD OF EDUCATION

OFFICIAL MINUTES -- REGULAR MEETING

Administrative Office (35200 West 91st Street, De Soto, KS)

June 4, 2018

The meeting was called to order at 6:00 p.m. by the Board President, Rachele Zade. A quorum of the Board was present. Attendance was as follows:

Board Members Present:

Bill Fletcher
John Gaignat
Danielle Heikes
Kevin Makalous
Rachele Zade

Absent:

Mitch Powers
Angela Handy

Others Present:

Debbie Atwell, Facilities Coordinator
Alvie Cater, Assistant Superintendent of Administration & Educational Services
Steve Deghand, Director of Facilities
Wendy Denham, Board Clerk
Carrie Handy, Director of Human Resources/Elementary
Lee Hanson, Director of Special Services
Frank Harwood, Superintendent of Schools
Michelle Hite, Director of School Improvement
Joe Kelly, Director of Curriculum & Instruction
Ken Larsen, Assistant Superintendent of Business & Operations
Jolyn Mortenson, Director of Student Nutrition
Brandon Riffel, Director of Technology
Brian Schwanz, Director of Human Resources/Secondary
Ceresa Schaffer, Secondary Curriculum Coordinator
Cindy Swartz, Technology Integration Coordinator

Alvie Cater led attendees in reciting the Pledge of Allegiance. He then briefly explained how the meeting will progress from one agenda item to the next.

President Zade asked if there were any changes to the Agenda or Consent Agenda.

Superintendent Harwood asked to add "B. Non-Elected Personnel" under item "VII. EXECUTIVE SESSION".

Bill Fletcher asked to remove Consent Agenda item "H. Approve the 2018-2019 Classified & Health Services Handbook as proposed" for discussion before approval.

Mrs. Danielle Heikes moved to adopt the Agenda and approve the Consent Agenda as amended.

Mr. John Gagnat seconded.

Carried 5/0.

The following Consent Agenda items were approved:

1. Minutes of the May 14th regular meeting.
2. Payment of bills and issuance of checks numbered 44404 – 44472 and 44481 - 44560.
3. Transfer of funds as follows:
 - a. \$4,000.00 from LOB (Fund 08) to St. Pre-School (Fund 11)
 - b. \$130,500.00 from LOB (Fund 08) to At-Risk K-12 (Fund 13)
 - c. \$31,000.00 from LOB (Fund 08) to Bi-Lingual (Fund 14)
 - d. \$14,500.00 from LOB (Fund 08) to Parents as Teachers (Fund 28)
 - e. \$875,000.00 from LOB (Fund 08) to Special Education (Fund 30)
 - f. \$145,000.00 from LOB (Fund 08) to Vocational Education (Fund 34)

4. Personnel recommendations as follows:

Resignations – Classified

Pamela Moore, Early Childhood Paraprofessional, BE *(Will continue to serve as a substitute paraprofessional for the 2018-19 school year.)*

Employment – Classified

Christina Brandenburg, School Nurse, ME

Monica Burris, Reading Aide (job share), CCE

Kim Dowdy, Extended School Year Teacher Substitute, MCMS

Brianna Gipple, Parents as Teachers Educator, LTMS

Shana Lamb, School Nurse, SE

Genoveva Marquez, Evening Custodian, DHS

Belinda McLeod, Reading Aide (job share), CCE

Ron Peters, Paraprofessional, MCMS

Casey Rooman-Smith, Administrative Assistant, AO *(effective June 13, 2018)*

Avigail Ruiz, House of Children At-Risk Preschool Aide, SE

Kristen Sharp, Early Childhood Lead Teacher, BE

Alexandra Snyder, Early Childhood Paraprofessional, BE

David Yantzi, Evening Custodian, PRE *(effective May 29, 2018)*

Resignations – Certified *(Effective at the conclusion of the 2017-18 school year.)*

Moly Ainsworth, Special Education Teacher, ME

Carrie Brock, Social Worker, MCMS

Emily Dove, School Psychologist, HE

Carey Goebel, 8th Grade LINC Teacher, MCMS

Jason Hagg, Theater/Drama Teacher, DHS

Kelly Hyer, 1st Grade Teacher, BE

Carolyn Rodriguez, Spanish Teacher, DHS

Megan Rosbury, 0.8 FTE Music Teacher, BE

Christina Smith, 7th Grade LINC Teacher, LTMS

Termination – Certified

Valerie Spencer, Speech Language Pathologist, ME

Employment – Certified (*Effective with the start of the 2018-19 school year.*)

Genevieve Brown, Art Teacher, HE

Emma Creger, Kindergarten Teacher, RE

Andrew Elliott, 6th Grade Pathways Teacher, MCMS

Alyson Kilcoyne, Spanish Teacher, MVHS

Dawn Koester, 0.8 FTE Physical Education Teacher, BE

Debra Landis, Social Worker, BE Early Childhood and MCMS

Stephanie Martin, 0.8 FTE Music Teacher, BE

Jamie McKernan-Pollard, Special Education Resource Teacher, MVHS

Nicole McQueen, Special Education Resource Teacher, CCE

Courtney Nicholson, 1st Grade Teacher, ME

Cheryl Palmer, Center Based Special Education Teacher, LTMS

Jonathan Pinker, World Languages Teacher, LTMS

Luis Rivera, Spanish Teacher, DHS

Joyanna Trotter, 0.8 FTE Art Teacher, BE

Sheila Wilkins, Art Teacher, DHS

Jasmine Wyzgowski, Special Education Resource Teacher, BE

5. The 2019-2020 School Year Calendar as proposed.
6. The Administration to re-publish the “Notice of Hearing” on amending the 2017-2018 budget with a rescheduled hearing to take place in a Special Meeting at the USD 232 Administrative Office, 35200 West 91st Street, De Soto, KS, on June 18, 2018, 5:00 p.m.

ACTION ITEMS.

Approve the 2018-2019 Classified & Health Services Handbook as proposed. Bill Fletcher asked why the district had a clause in the handbook that could allow the administration to choose to not post an open position. Brian Schwanz, Director of Human Resources/Secondary, noted that it has been the practice to post all jobs. Superintendent Harwood noted that the clause was there in case there was need for a quick turn-around on a specific position, but added that to his knowledge all jobs have been posted to date. Mr. Fletcher asked that the language “USD 232 reserves the right not to post all openings.” be removed from the handbook. Superintendent Harwood suggested that this language could be removed to align with the district’s practice.

Mrs. Rachele Zade moved to approve the 2018-2019 Classified & Health Services Handbook as proposed.

Mr. Bill Fletcher seconded.

Carried 5/0

Easement Requests from the City of De Soto. Steve Deghand, Director of Facilities, explained that the purpose of the project is to connect ten homes that are within city limits and currently on septic tanks to city sewers. City Engineer Mike Brungardt explained how the city will work with the homeowners to get the 4” force main sewer line installed and connect their homes. He noted

that it would cost the city about \$25,000.00 to do the project with the requested easements. He explained that without them the city would have to work through fencing on properties, trees and other appurtenances which would double the cost. Mr. Deghand noted that he and Superintendent Harwood met with city officials and felt as though the city would be willing to work with the school district when the time comes for the district to purchase permits or pay fees for construction, realizing that the district is an economic driver for the city.

Mrs. Rachele Zade moved to approve a permanent utility easement and temporary construction easement requested by the City of De Soto for installation of a main on the far eastern edge of De Soto High School property to provide public sewer access to ten homes along Lexington Avenue.

Mr. John Gagnat seconded.

Carried 5/0.

MTSS Update & Resource Approval. Michelle Hite, Director of School Improvement, presented the Board with a review of Multi-Tiered Systems of Supports (MTSS), what the district has done this year to update it, and what the Teaching & Learning team will work on next year. She noted that to get MTSS effectively to the next level, there are three purchases that need to be made. She explained that the district needs to purchase the Scholastic Assessment system, followed by the purchase of social-emotional curriculum, Second Step, grades K-8, and purchase of FastBridge, which is a universal screener. Mrs. Hite explained to the Board how social, academic, and emotional behaviors are assessed for K-12 and shared an example of a report derived from the data collected.

Kevin Makalous suggested the administration could use a social media tool to share information on MTSS with parents in a manner they could easily understand and then respond to their questions in an open format.

Mrs. Danielle Heikes moved to approve purchase of the FastBridge Learning system in an amount not to exceed \$44,641.25, the Scholastic Next Step in Guided Reading Assessments system in an amount not to exceed \$71,145.63, and the Second Step SEL program in an amount not to exceed \$36,090.00.

Mrs. Rachele Zade seconded.

Carried 5/0.

Building Access – Main Door Video Secured Entry. Brandon Riffel, Director of Technology, gave the Board a live demonstration of the pilot entryway video camera in place at De Soto High School and explained how the cameras/video could be integrated into existing equipment at the schools. Board members asked questions about equipment durability and capability.

Mr. Kevin Makalous moved to approve purchase and installation of video enabled two-way communication devices for securing and controlling access to buildings in an amount not to exceed \$30,000.00.

Mrs. Danielle Heikes seconded.

Carried 5/0.

One to One Device Pilot. Brandon Riffel said the Technology Committee, along with district leadership, has been actively investigating and developing a strategy for providing more technology solutions for classrooms. He explained that the committee has determined that more

insight and feedback is needed into the types of devices that would be most beneficial at each level and recommended a pilot program for one-to-one using Apple iPads, Apple MacBook laptops and Dell Windows laptops. Superintendent Harwood said that the committee divided the students up into primary K-2, intermediate 3-5, middle school 6-8 and high school 9-12 and said that they would run a pilot at each level with the devices being evaluated by teachers and students in a live classroom setting. In response to a board member question, Mr. Riffel noted that the devices would be similar in form and function to those that are already in widespread use throughout the district, which will allow for simplified repurposing of the devices at the completion of the pilot. Superintendent Harwood added that the district could look at a lease option down the road if the Board decides to move forward with a one-to-one initiative.

Mr. Kevin Makalous moved to approve purchase of new computing devices for the purpose of a 1 to 1 pilot in an amount not to exceed \$250,000.00 using existing purchasing contracts approved by the State of Kansas.

Mr. John Gaignat seconded.

Carried 5/0.

July Organizational Meeting. Superintendent Harwood asked board members to consider scheduling the first board meeting of the 2018-19 school year on July 9th.

Mrs. Rachele Zade moved to set the July Organizational Meeting for Monday, July 9, 2018, 6:00 p.m., at the USD 232 Administrative Office, 35200 West 91st Street, De Soto, KS.

Mrs. Danielle Heikes seconded.

Carried 5/0.

PATRON INPUT. With no requests to speak to the board submitted to the Clerk, President Zade moved onto the next agenda item.

ALERTS. The following reports were included in the packet for this board meeting with notice that they will require future action by the Board of Education: 1. Organizational Meeting Packet, 2. Revisions for the 2018-2019 Special Education Related Service Employee Handbook, 3. Assessment and Universal Screener Change; and, 4. 2019 VI-B Federal Funds and Assurances.

FYI REPORT. The following informational report was included in the board packet for this meeting: 1. Donations from Mize PTO.

EXECUTIVE SESSION.

Negotiations.

Mrs. Rachele Zade moved to go into executive session at 7:20 p.m. for a period of fifteen minutes with Frank Harwood, Alvie Cater, Ken Larsen, Carrie Handy & Brian Schwanz to discuss the latest proposal for increasing the base pay rate from the teachers pursuant to the exception for employer-employee negotiations under KOMA and return to open session at 7:35 p.m. at this location.

Mrs. Danielle Heikes seconded.

Carried 5/0.

The Board returned to open session and President Zade called the meeting back to order at 7:35 p.m.

Non-Elected Personnel.

Mrs. Rachele Zade moved to go into executive session at 7:38 p.m. for a period of ten minutes with Frank Harwood to discuss an individual employee's performance pursuant to the non-elected personnel exception under KOMA and return to open session at 7:48 p.m. at this location.

Mrs. Danielle Heikes seconded.

Carried 5/0.

The Board returned to open session and President Zade called the meeting back to order at 7:48 p.m.

President Zade adjourned the meeting at 7:48 p.m.

Date Approved

Clerk, Board of Education

President, Board of Education



USD 232 BOARD OF EDUCATION
OFFICIAL MINUTES -- SPECIAL MEETING

Administrative Office (35200 West 91st Street, De Soto, KS)

June 18, 2018

The meeting was called to order at 5:04 p.m. by the President, Mrs. Rachele Zade. A quorum of the Board was present. Board members and administrators present were as follows:

Board Members: Bill Fletcher
John Gaignat
Kevin Makalous
Rachele Zade

Absent: Angela Handy
Danielle Heikes
Mitch Powers

Administrators: Alvie Cater, Assistant Superintendent of Administration & Educational Services
Carrie Handy, Director of Human Resources/Elementary
Frank Harwood, Superintendent
Ken Larsen, Assistant Superintendent of Business & Operations
Jolyn Mortenson, Director of Student Nutrition

Rachele Zade moved to appoint Melanie Blackmore as acting Clerk for this special meeting.

Kevin Makalous seconded.

Carried 4/0.

President Zade opened the budget hearing and turned it over to Ken Larsen, Assistant Superintendent of Business & Operations.

Mr. Larsen noted that the budget amendment was necessary due to having received notification from the Kansas Department of Education that USD 232 had a higher legal maximum general fund than published. He explained that this was due to various full time equivalency weightings being higher than anticipated. Mr. Larsen said that the appropriate budget information and legal notice was published in the district's official newspaper, The Legal Record, on June 5, 2018. Noting that this was a public hearing, President Zade asked if there was anyone would like to address the board concerning the proposed amended budget. No comments were made. She then asked if board members had any questions. No questions were asked.

President Zade closed the budget hearing at 5:07 p.m.

Rachele Zade moved to approve the amended 2017-2018 USD 232 Budget.

John Gaignat seconded.

Carried 4/0.

President Zade adjourned the meeting at 5:07 p.m.

Date Approved

Clerk, Board of Education

President, Board of Education



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KEN LARSEN
Asst. Supt., Business & Operations

TO: Mr. Frank Harwood, Superintendent of Schools
USD 232 Board of Education Members
FROM: Ken Larsen, Asst. Supt., Business & Operations
DATE: Tuesday, July 3, 2018

SUBJECT: Treasurer's Report (Consent Agenda Item)

Approve Checks 44561-44817 with Following Exceptions:

Checks 44760 & 44817 Voided

Payroll & Payroll Vendor Checks:

44561 BCBS for Employee Health Insurance
44608 - 44612 1st June Payroll, Period 5-16-18 / 5-31-18, Pay Date 06-15-18
44680 - 44687 2nd June Payroll, Period 06-01-18 / 06-15-18, Pay Date 06-29-18
44761 – 44794 July & August Lump Sum & Balance of Contracts Payroll

Motion to approve the following year end transfers for June 30, 2018:

\$ 16,000.00 From LOB (08) to St. Pre-School (11)
\$ 384,000.00 From LOB (08) to At-Risk K-12 (13)
\$ 102,000.00 From LOB (08) to BiLingual (14)
\$ 50,000.00 From LOB (08) to Professional Development (26)
\$ 25.00 From LOB (08) to Student Nutrition Services (24)
\$2,730,000.00 From LOB (08) to Sped (30)
\$ 510,000.00 From LOB (08) to VocEd (34)

Check Journal - 06/07/18

Check Number	Check Date	Payee	Reason	Amount
44562	06/07/18	Amazon Capital Services	Teaching/Office Supplies	\$3,412.94
44563	06/07/18	Apple Inc.	ipad repairs	\$580.50
44564	06/07/18	Brooksie Childers	Mileage paid to a family	\$1,711.59
44565	06/07/18	BSN Sports, LLC	2018-19 Wrestling	\$755.00
44566	06/07/18	CarterEnergy Corporation	Diesel Fuel for East Transportation	\$18,075.18
44567	06/07/18	Commerical Services, Inc.	Student Nutrition Dept.	\$440.25
44568	06/07/18	Consolidated Communications, Inc.	Telephone Lines 6/1/18-6/30/18	\$3,722.53
44569	06/07/18	Craig Homecare	Student nursing services	\$490.00
44570	06/07/18	Deffenbaugh Industries	Trash - May 2018	\$4,321.36
44571	06/07/18	De Soto High School	Reimb.-State Entry Fees, Meals, Hotel	\$8,435.08
44572	06/07/18	Flagsource Unlimited	Flag Pole Crank @ ME - KR	\$60.00
44573	06/07/18	General Parts LLC	Student Nutrition Dept.	\$46.89
44574	06/07/18	Grainger	Kitchen Sealant - KR	\$74.91
			Laptop Cart Cooling Fan @ MCMS - MJ	\$28.41
44575	06/07/18	Honey Creek Disposal Service, Inc.	Grounds Dumpster	\$122.82
44576	06/07/18	Integrity Locating Services, LLC	Locate Charges	\$234.00
44577	06/07/18	JourneyEd	Software purchase - MVHS- Music	\$94.65
44578	06/07/18	Junior Library Guild	Classroom Supplies	\$456.40
44579	06/07/18	k12 ITC, Inc.	Contracted Services	\$159,685.59
44580	06/07/18	Kansas City Audio-Visual	smartboards	\$3,518.40
44581	06/07/18	Kansas Land Management, LLC	Mowing and Trimming Contract FY17-18 App BOE 4/3/17	\$13,990.00
44582	06/07/18	Kshsaa	State Track Entry Fees	\$391.00
44583	06/07/18	MailFinance	Lease - Postage Meter June 2018 to September 2018	\$455.61
44584	06/07/18	Meyer Music	Instrument Repairs	\$320.00
44585	06/07/18	Mill Valley High School	State Track Reimb	\$1,983.04
44586	06/07/18	Sheri Leffert	Student Nutrition Dept.	\$13.15
44587	06/07/18	Scott Hapke	Student Nutrition Dept.	\$13.50
44588	06/07/18	Jackie Gray	Student Nutrition Dept.	\$21.95
44589	06/07/18	Lance Evans	Driver's Ed refund-Student: Taegan Evans	\$225.00
44590	06/07/18	Tim Hixson	Student Nutrition Dept.	\$24.30
44591	06/07/18	Angie Wrye	Student Nutrition Dept.	\$57.95
44592	06/07/18	Mps	Online licenses	\$4,088.78
44593	06/07/18	Office Depot	Supplies	\$370.66
44594	06/07/18	Poulsen Pizza/Domino's	Student Nutrition Dept.	\$3,990.00
44595	06/07/18	Propio LS, LLC	Interpreting Services	\$20.00
44596	06/07/18	Rachael R Smith	Mileage paid to a family	\$642.00

Check Journal - 06/07/18

Check Number	Check Date	Payee	Reason	Amount
44597	06/07/18	Roberts Dairy	Student Nutrition Dept.	\$16,881.29
44598	06/07/18	Sam's Club Direct #5458	Sam's Club card#5458 Annual membership fees	\$105.00
44599	06/07/18	Scholastic Inc.	4th grade books	\$26.12
44600	06/07/18	Shawnee Copy Center, Inc.	Bus Incident Report Forms - ME	\$208.20
44601	06/07/18	Smallwood Lock Supply	Door Parts / District Wide - DB	\$136.42
44602	06/07/18	Stanion Wholesale Electric	Occupancy Sensor @ DHS - MJ	\$130.00
44603	06/07/18	U.S. Foodservice, Inc	Student Nutrition Dept.	\$1,643.56
44604	06/07/18	Validity Screening Solutions	Employee Background checks	\$837.00
44605	06/07/18	Water District No 1 Of Jo Co	ME, TP, MC 04/26/18 - 5/25/18	\$1,654.85
44606	06/07/18	Westar Energy	Electricity for 4/23/18 - 5/22/18	\$104,331.22
44607	06/07/18	Wichita State University	2018 WSU Advanced placement food and lodging	\$178.00
				\$359,005.10

Check Journal - 06/14/08

Check Number	Check Date	Payee	Reason	Amount
44613	06/14/18	AASPA	Conference in MN Brian & Carrie	\$1,240.00
44614	06/14/18	Alexander Open Systems, Inc.	Security - pilot	\$1,297.76
44615	06/14/18	Amazon Capital Services	Pumice stone cleaners	\$15.82
44616	06/14/18	Batteries Plus - #260	Fire Alarm Panel Batteries @ PRE - MJ	\$35.80
44617	06/14/18	BSN Sports, LLC	18-19 DHS Football Uniforms	\$43,669.00
44618	06/14/18	CDW Government	Equipment Docks	\$650.00
			Backpacks	\$620.00
44619	06/14/18	Children's Center for the Visually Impair	Services for student - EC	\$4,960.00
44620	06/14/18	Cintas Corporation No.2	May Uniform Rental	\$2,006.78
44621	06/14/18	City of Lenexa	SRO 4th Quarter - MC	\$4,000.00
44622	06/14/18	City Of Shawnee	MV SRO 4th Qtr.	\$12,002.00
44623	06/14/18	Concentra Medical Centers	Work Comp HPE Tests	\$72.50
44624	06/14/18	Core Communications LLC	Wiring for Tech Dock	\$4,267.00
44625	06/14/18	Craig Homecare	Student nursing services	\$1,225.00
44626	06/14/18	De Soto Auto Parts	Oil Filters & Gas Cap / District Vehicles - IG	\$45.44
44627	06/14/18	Ebsco	EBSCO magazine order for 2018-19 school year	\$448.08
44628	06/14/18	EBSCO Information Services	Yearly Magazine Renewal Subscriptions	\$159.87
44629	06/14/18	Fastenal Company	Squincher & Pex Tubing / District Wide - IG	\$219.68
			Therapy Swing Installation Materials @ DHS - DB	\$387.34
44630	06/14/18	FastSigns	Sign Lettering @ MVHS/MTMS - DK	\$30.00
44631	06/14/18	Heartland Coca Cola Bottling Co	Student Nutrition Dept.	\$1,725.05
44632	06/14/18	IBT, Inc.	Chill Water Pump Cuppling @ MCMS - AL	\$187.68
44633	06/14/18	Interstate Elec. Supply, Inc.	Electrical-ME Custodial Washer/Dryer Approved 12/4/17	\$226.62
			Run Power to New W & D @ MTMS	\$23.37
			Emergency Ballast @ MCMS/Bleacher Fuses @ MTMS	\$415.90
			Control Relay R24 HVAC @ DHS - AL	\$32.00
44634	06/14/18	Johnson Co Sheriff's Office	DHS SRO 4th Qtr.	\$13,915.00
			DHS Security	\$1,843.75
44635	06/14/18	Kansas Land Management, LLC	Mow/Trim Contract for 2017 App by BOE 4/3/17	\$3,497.25
44636	06/14/18	KI, Pallas Textiles, OEI	Furniture Replacement Appr BOE 4/2/18	\$106,514.84
44637	06/14/18	Kids Discover, LLC	Classroom Supplies	\$526.68
44638	06/14/18	Kone Inc.	Elevator Maint. Agreement LTMS	\$967.68
44639	06/14/18	Lakeshore Learning Materials	Balance due from PO: 410180111	\$50.97
44640	06/14/18	Lippert Mechanical Service Corp.	HVAC Maintenance Contract for 2017-18	\$9,000.00
44641	06/14/18	Lowe's	Custodial supplies	\$570.22
44642	06/14/18	Mad Science of Greater KC	Spark classes	\$2,700.00

Check Journal - 06/14/08

Check Number	Check Date	Payee	Reason	Amount
44643	06/14/18	McConnell Machinery Co., Inc.	Repairs on Kubota Grounds Tractor	\$5,661.99
44644	06/14/18	Mendez Foundation	Workbooks	\$5,979.17
44645	06/14/18	Meyer Music	Classroom Supplies Repair	\$1,334.75
44646	06/14/18	Bradley Jones	Student Nutrition Dept.	\$85.00
44647	06/14/18	Angela Shopper	Student Nutrition Dept.	\$84.80
44648	06/14/18	Nicole Bode	Student Nutrition Dept.	\$18.20
44649	06/14/18	Mps	Books	\$1,109.59
44650	06/14/18	Nextel Communications	Cell Phones 5/3/18 - 6/2/18	\$250.95
44651	06/14/18	Office Depot	Office Supplies	\$809.41
44652	06/14/18	Performance Glass, Inc.	Door Hinges @ Transportation Bldg - DB	\$40.00
44653	06/14/18	Phonak LLC	Audiology equipment service plan	\$866.25
44654	06/14/18	Pitney Bowes Global Financial Services L	Postage meter Lease 3/2018-6/2018	\$80.07
44655	06/14/18	Prairie Ridge Elementary	Student Nutrition Dept.	\$65.00
44656	06/14/18	Predator Termite & Pest	June Pest Control / District Wide - DK	\$3,396.00
44657	06/14/18	Pur-0-Zone, Inc	Custodial supplies 2017-18	\$476.78
44658	06/14/18	R.C. Systems, Inc.	Facility Use Software	\$900.00
44659	06/14/18	Reeves-Wiedeman Company	Washer/Dryer Installation Parts @ ME- Appr BOE 12/4/17	\$108.22
			Backflow Repairs Districtwide	\$248.53
44660	06/14/18	All American Sports Corp.	MTMS Helmets	\$1,389.95
44661	06/14/18	Sacred Heart Catholic School	Refund over payment for MVHS track rental	\$75.00
44662	06/14/18	Sam's Club Direct #8458	Leadership Summit Supplies	\$131.92
44663	06/14/18	Sam's Club Direct #5458	Supplies for ESY classrooms	\$180.61
			Supplies for classrooms - Early Childhood/Office	\$137.10
44664	06/14/18	Scholastic Magazines	Classroom supplies	\$2,622.36
44665	06/14/18	School Datebooks, Inc.	Datebooks	\$3,446.41
44666	06/14/18	School Specialty Inc	Office/Teaching Supplies	\$19,069.41
44667	06/14/18	SEK Education Service Center	CIA Leaders Forum 11/3/17	\$300.00
			O&M services	\$498.55
44668	06/14/18	Shawnee Area Chamber Of Comm	Annual Membership Investment	\$325.00
44669	06/14/18	SiteOne Landscape Supply, LLC	Irrigation Parts @ MTMS - IG	\$650.18
44670	06/14/18	Southpaw Enterprises, Inc.	Therapy Swing Parts @ DHS - DB	\$90.00
44671	06/14/18	Springfield Music	Band 2018 - see attached repair quote	\$1,570.00
44672	06/14/18	Switzer & Associates Inc	Belmont Interior Paint App BOE 3/5/18	\$24,268.75
44673	06/14/18	Taese/mprrc	Tri-State Regional SPED Law Conference	\$2,310.00
44674	06/14/18	The Legal Record	Republished Budget Hearing Notice	\$10.63
44675	06/14/18	The Sherwin-Williams Co.	Paint for Discovery Room ME	\$37.07

Check Journal - 06/14/08

Check Number	Check Date	Payee	Reason	Amount
44676	06/14/18	Time Warner Cable	Business Internet	\$89.98
44677	06/14/18	U.S. Foodservice, Inc	Student Nutrition Dept.	\$2,483.46
44678	06/14/18	United Office Products, Inc.	Table Chairs Principals Office RE Appr BOE 12/4/17	\$829.70
			Task Chairs MCMS	\$1,499.50
44679	06/14/18	Wichita State University	PLTW	\$2,400.00
				\$305,479.37

Check Journal - 6/21/18

Check Number	Check Date	Payee	Reason	Amount
44688	06/21/18	ACS Electronic Systems, Inc.	New Card Reader Clear Creek Approved by BOE 12/4/17	\$3,112.00
44689	06/21/18	Amazon Capital Services	Teaching/Office Supplies	\$1,688.90
44690	06/21/18	American Printing House for the Blind	Deaf/Blind equipment	\$502.00
44691	06/21/18	Atmos Energy	Heat-Bridge/DHS	\$147.55
44692	06/21/18	B.A.C. Horn Doctor, Inc.	Summer Instrument Cleaning and maintenance	\$1,828.00
44693	06/21/18	BSN Sports, LLC	Volleyball needs- 18-19	\$2,053.91
44694	06/21/18	Buck Institute For Education	PBL Starter Kit	\$51.33
44695	06/21/18	Card Services	Misc Exp 6.14.18	\$4,719.37
44696	06/21/18	CBIZ Insurance Services, Inc.	WC Insurance Premium	\$221,732.00
44697	06/21/18	Challenger Fence Company	Fence Repair HE	\$1,100.00
44698	06/21/18	Country Carpet	Walk Off Carpet DHS Vestibules Appr BOE 12/5/17	\$2,700.00
			DHS Carpet Project App 3/5/18	\$21,005.00
44699	06/21/18	Game Time Athletics	Tennis Nets / District Wide - IG	\$1,826.40
44700	06/21/18	Heartland Seating, Inc.	Handrails for MTMS Gym	\$5,450.00
44701	06/21/18	Honey Creek Disposal Service, Inc.	Grounds Roll-Off Dumpster	\$400.21
44702	06/21/18	Interstate Elec. Supply, Inc.	Replacement Light Bulbs DW	\$1,428.00
44703	06/21/18	Johnson Co Sheriff's Office	DHS Security	\$81.25
44704	06/21/18	Kansas Gas Service	Heat May 2018-MT, MV, PRE, HE, BE, RE, and TP	\$720.82
44705	06/21/18	KI, Pallas Textiles, OEI	Furniture Replacement Appr BOE 4/2/18	\$76,354.25
44706	06/21/18	KSDE	KSDE Annual Conference Hite, Kelley, Swartz, Schaffer	\$600.00
44707	06/21/18	Lippert Mechanical Service Corp.	HVAC repair	\$2,995.00
44708	06/21/18	Lowe's	Building Supplies	\$176.78
44709	06/21/18	Makemusic!	Software Upgrade Finale	\$2,179.95
44710	06/21/18	McGraw-Hill School Education Holdings	Geometer's Sketchpad Master Software	\$382.86
44711	06/21/18	Roxanna Schriener	Student Nutrition	\$7.55
44712	06/21/18	Glinda Myers	Student Nutrition	\$14.90
44713	06/21/18	Kerri Meza	Student Nutrition	\$18.60
44714	06/21/18	Julie Fowler	Student Nutrition	\$8.15
44715	06/21/18	Michelle Tebo	Student Nutrition	\$37.95
44716	06/21/18	Lala Guess	Student Nutrition	\$6.35
44717	06/21/18	Karen Pentecost	Student Nutrition	\$7.00
44718	06/21/18	Gretchen Muir	Student Nutrition	\$28.20
44719	06/21/18	Carolyn Schath	Student Nutrition	\$31.60
44720	06/21/18	Patrick Tiehen	Student Nutrition	\$23.90
44721	06/21/18	Sherri Bales	Student Nutrition	\$8.85
44722	06/21/18	Chris Wilkens	Student Nutrition	\$20.95

Check Journal - 6/21/18

Check Number	Check Date	Payee	Reason	Amount
44723	06/21/18	Christine Rouse	Student Nutrition	\$41.25
44724	06/21/18	Candi Moore	Student Nutrition	\$10.00
44725	06/21/18	Alisa Page	Student Nutrition	\$23.15
44726	06/21/18	Kim Traphagan	Student Nutrition	\$23.35
44727	06/21/18	Randy Brown	Student Nutrition	\$18.00
44728	06/21/18	Stephanie Allen	Student Nutrition	\$12.15
44729	06/21/18	Lana Gerber	Student Nutrition	\$6.66
44730	06/21/18	Kelly Hilmes	Student Nutrition	\$31.60
44731	06/21/18	Kathren Jacobs	Student Nutrition	\$9.10
44732	06/21/18	Diana Hieb	Student Nutrition	\$17.25
44733	06/21/18	Michelle Irvin	Student Nutrition	\$14.95
44734	06/21/18	Heidi Cronin	Student Nutrition	\$16.80
44735	06/21/18	Denise Barcelona	Student Nutrition	\$11.95
44736	06/21/18	Robin Errigo	Student Nutrition	\$11.90
44737	06/21/18	Tiffany Clark	Student Nutrition	\$21.40
44738	06/21/18	Nicki Owens	Student Nutrition	\$15.40
44739	06/21/18	June Milburn	Student Nutrition	\$30.05
44740	06/21/18	Morgan Hunter Companies	Teacher Sub Pay	\$147.40
44741	06/21/18	BlueTarp Financial, Inc.	Air Gun & Air Reel / Grounds - IG	\$209.98
44742	06/21/18	nTherm, LLC	Heating Bill	\$743.42
44743	06/21/18	Office Depot	Business Cards	\$18.96
44744	06/21/18	Olathe USD #233	APSI Conference	\$7,425.00
44745	06/21/18	Perma-Bound	Book Order	\$125.89
44746	06/21/18	Perma-Bound	Books for LMC	\$37.86
44747	06/21/18	Pur-0-Zone, Inc	2017-18 custodial supplies/Repairs	\$1,050.92
44748	06/21/18	Reeves-Wiedeman Company	Backflow Repairs Districtwide	\$221.00
44749	06/21/18	Sacred Heart Catholic School	Conference Reimbursement	\$546.32
44750	06/21/18	School Specialty Inc	Sensory Items for The Bridge Appr BOE 12/4/17	\$221.66
44751	06/21/18	School Specialty Inc	Student Nutrition Dept.	\$48.07
44752	06/21/18	SEK Education Service Center	School Counselors Forum 11/6/17	\$700.00
44753	06/21/18	SiteOne Landscape Supply, LLC	Round Up & Herbicides / District Wide - IG	\$3,097.70
44754	06/21/18	STAPLES Advantage	Furniture Replacement Appr BOE 4/2/18	\$13,153.02
			Desk Extension DHS Asst Prin	\$697.20
			Table for CCE Furniture Repl.	\$5,322.60
44755	06/21/18	The Sherwin-Williams Co.	Paint & Supplies DHS	\$209.02
44756	06/21/18	Toshiba Financial Services	Copiers Lease Payment	\$138,673.49

Check Journal - 6/21/18

Check Number	Check Date	Payee	Reason	Amount
44757	06/21/18	USD232 Administrative Offices	Petty Cash	\$68.73
44758	06/21/18	Verizon Wireless Services LLC	Tech/Facilities/HR-Broadband cards	\$240.84
44759	06/21/18	Wholesale Batteries Inc.	Inverters for MVHS Emergency Lights	\$1,418.56
				\$528,142.18

Visa 06/14/18

<u>Transaction Date</u>	<u>Transaction Detail</u>	<u>Amount</u>	<u>Total</u>
06/11/18	MENARDS LAWRENCE KS LAWRENCE KS	\$174.86	
06/11/18	MENARDS LAWRENCE KS LAWRENCE KS CREDIT	-\$14.51	
	DEBBIE ATWELL		\$160.35
05/21/18	TARGET 00020438 OVERLAND PARKKS	\$10.74	
05/31/18	WM SUPERCENTER #4611 SHAWNEE KS	\$252.71	
06/05/18	WALMART.COM 8009666546 800-966-6546 AR	\$159.99	
06/07/18	WAL-MART #4611 SHAWNEE KS	\$181.41	
	JANET HOPKINS		\$604.85
06/06/18	MENARDS LAWRENCE KS LAWRENCE KS	\$972.39	
	IRVIN GREER		\$972.39
05/21/18	WM SUPERCENTER #4611 SHAWNEE KS	\$31.28	
06/12/18	WM SUPERCENTER #4611 SHAWNEE KS	\$52.57	
	MELISSA D MILLER		\$83.85
05/14/18	PRICE CHOPPER 300 LENEXA KS	\$32.97	
05/21/18	ALL STAR AWARDS - LEN LENEXA KS	\$30.00	
	CARRIE HANDY		\$62.97
05/30/18	SHAWNEE COPY CENTER, I SHAWNEE KS	\$70.00	
	JOLYN MORTENSON		\$70.00
06/01/18	WESTLAKE HARDWARE LENEXA KS	\$103.80	
	DOYLE BAKER		\$103.80
05/17/18	AMERICAN METALS SUPPLY COSPRINGFIELD IL	\$65.19	
	ALBERT LIGHTWINE		\$65.19
05/18/18	WESTLAKE HARDWARE LENEXA KS	\$43.12	
	KENT RIGDON		\$43.12
05/19/18	DOUBLETREE BY HILTON W WICHITA KS	\$262.50	
05/24/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/24/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/24/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/24/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/25/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/25/18	HILTON HOTELS OMAHA 402-9983400 NE	\$181.97	
05/26/18	DOUBLETREE BY HILTON W WICHITA KS	\$1,174.52	
05/30/18	DOUBLETREE BY HILTON W WICHITA K CREDIT	-\$262.50	
05/30/18	DOUBLETREE BY HILTON W WICHITA K CREDIT	-\$16.31	
	DENA WILKERSON		\$2,250.03
05/17/18	PICMONKEY LLC 206-486-2106 WA	\$71.88	
05/25/18	WM SUPERCENTER #4611 SHAWNEE KS	\$74.10	
06/07/18	DISCOUNTMUGS.COM CAN@BELINCUSAFL	\$7.84	
06/13/18	PAYPAL *CREATIVEINC 402-935-7733 CA	\$149.00	
	MICHELLE HITE		\$302.82
		\$4,719.37	\$4,719.37

Check Journal - 06/28/18

Check Number	Check Date	Payee	Reason	Amount
44795	06/28/18	Aidex Corporation	Exploring Stem -Annual Site license Middle Schools	\$9,000.00
44796	06/28/18	Apple Inc.	iPad Repairs	\$433.50
44797	06/28/18	Atmos Energy	Heat	\$108.46
44798	06/28/18	Atmos Energy	Heat- MC, CLC, DSC, DHS, LT, ME - May 2018	\$796.96
44799	06/28/18	BCBS of Kansas City	Health Insurance	\$9,027.50
44800	06/28/18	Blue Valley Tractor & Supply, Inc.	Mower Blades / District Wide - IG	\$87.78
44801	06/28/18	CDW Government	Equipment	\$5,080.00
44802	06/28/18	CnC Custom Masonry Inc	Though Wall Flashing Repair RE Appr BOE 12/4/17	\$18,920.00
			Through Wall Flashing Repair ME Appr 12/4/17	\$18,700.00
			Through Walls Flashing Repair at SE	\$16,000.00
44803	06/28/18	Commercial Concepts & Furn.	Furniture Replacement Appr BOE 4/2/18	\$16,334.15
44804	06/28/18	Control Service Co., Inc.	HVAC/Lighting Update for MVHS App. BOE 12/4/17	\$93,715.00
44805	06/28/18	Honey Creek Disposal Service, Inc.	Grounds Roll-Off Dumpster	\$426.78
44806	06/28/18	KI, Pallas Textiles, OEI	Furniture Replacement Appr BOE 4/2/18	\$134,667.14
44807	06/28/18	Mps	Online license	\$2,061.60
44808	06/28/18	Nasco	Classroom Supplies	\$39.24
44809	06/28/18	Norris Equipment Co LLC	Mower Blades / Grounds - IG	\$126.60
44810	06/28/18	Office Depot	PAT Business Cards	\$56.88
44811	06/28/18	Office Depot	PAT office supplies	\$305.13
44812	06/28/18	Quench USA, Inc.	2 month rental - 7/1/18 - 8/31/18	\$229.60
44813	06/28/18	Scholastic Inc.	Kits	\$71,145.64
44814	06/28/18	Smallwood Lock Supply	Pad Locks / District Wide - IG	\$191.34
			Replacement Locksets for DHS & MTMS	\$2,774.50
44815	06/28/18	Sprayer Specialties, Inc.	Sprayer / District Wide - IG	\$253.41
44816	06/28/18	Underground Vaults & Storage Inc	Shred Services	\$133.00
				\$400,614.21



Unified School District 232



Facilities Department

Steve Deghand
Director of Facilities

To: Mr. Frank Harwood, Superintendent of Schools
USD 232 Board of Education
From: Steve Deghand
Date: July 3, 2018
Subject: JCPRD Contract for before and after school services (Consent)

It is once again time to enter into our annual agreement with Johnson County Parks and Recreation (JCPRD) as they will be offering before and after school childcare at USD 232 elementary schools. This is an invaluable service provided to patrons of the district and is certainly taken advantage of by the USD 232 community.

We are asking the Board of Education to approve the 2018-2019 school year lease agreement with Johnson County Parks and Recreation for rental of district facilities in order to provide before and after school services. As you may recall, the Board decided to raise rental fees in March of 2017 for the first time in three years. Previously, JCPRD was charged \$7 per hour per space to house before school care and after school care. Currently, JCPRD is charged \$8 per hour per space and those rates will remain for the upcoming school year. At this time, we are asking the Board to approve the yearly agreement with JCPRD regarding before school and after school childcare services. The contract with JCPRD is attached for Board review. Please contact me with any questions or concerns you may have regarding the lease agreement.

DE SOTO UNIFIED SCHOOL DISTRICT NO. 232
LEASE AGREEMENT 2018-2019

THIS LEASE AGREEMENT ("Lease") is made and entered into effective August 1, 2018 ("Effective Date"), by and between DE SOTO UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, STATE OF KANSAS, ("School District" or "Lessor") and the JOHNSON COUNTY PARK AND RECREATION DISTRICT, a park district organized pursuant to K.S.A. 19-2859 et seq., ("Lessee"). Lessor and Lessee may be hereinafter referred to as the Parties.

1. Lease. For purposes of operating various child care programs ("the Programs") and in accordance with the following:

- (a) Before and After School Program.** The School District hereby leases to Lessee those areas to be designated at the schools ("School" or "Schools"), including reasonable access thereto, identified on Exhibit A, a copy of which is attached hereto and incorporated herein by reference ("Before and After School Premises") for the purpose of conducting its Before and After School Program ("Before and After School Program"). The Before and After School Premises shall include those areas of the School that are reasonably essential for the care and comfort of the children enrolled in the Before and After School Program, including but not limited to restrooms and the facilities of the school nurse. The School District and Lessee understand and agree that the terms and conditions of Exhibit A may, from time to time, be modified and amended by agreement of the School District and Lessee.

2. Days and Hours of Operation. Lessee agrees to conduct the Programs between August 13, 2018 and May 24, 2019 or until such later date to which the 2018-2019 school year may be extended. Lessee agrees to operate the Programs during the hours specified by Exhibit A on those days of the week during the 2018-2019 School Year when the school district is open for classes. Except as provided herein, Lessee shall not operate the Programs during specified holidays for which the School District will provide a list to JCPRD, weekends or those days when School is cancelled due to severe inclement weather when the Superintendent deems it unsafe for School District custodial or maintenance employees to work, or for other reasons.

3. Suspension of Use of Premises. The Lessor may suspend Lessee's use of the Before and After School Premises (collectively "Premises") at any time, upon thirty (30) days' written notice to Lessee, when it is determined by the Lessor that use of the Premises by the Lessee will conflict with the School District's use of all or part of the Premises, and, upon at least 24 hours' notice, in the event the School District has an emergency need to use the Premises. In the event of a temporarily suspended use of the Premises by Lessee, the Rent provided for in Section 5 herein shall abate on a pro-rata basis and shall be deducted from the monthly Rent then due and payable by Lessee to the School District.

4. Restriction on Use. Subject to the terms and conditions of the Lease, Lessee shall use the Premises for no other purpose than the Programs described in Section 1 (a).

5. Rent.

- (a) Rate.** During the 2018-2019 School Year, Lessee agrees to pay Rent to the School District for the use of the Premises at the rate of Eight Dollars (\$8.00) per hour of operation (as defined in Section 2 of this Lease), per Program, per room used, per School. Rent to the School District for use of the Premises for consolidated care shall be paid at the rate of Ten Dollars (\$10.00) per hour of operation. Except as provided elsewhere in this Agreement, such Rent includes all utilities and custodial services within normal workday hours needed by Lessee to operate its Programs on the Premises, which utilities and custodial services shall be provided by the School District. If there is a need of custodial services by the Lessee outside of normal workday hours, the Lessee will be responsible for paying for the custodial overtime at a rate of \$30/hour. The Rent shall be payable

in arrears. The School District shall invoice Lessee on or before the 5th day of each month for Rent incurred during the preceding month. Lessee agrees to pay the invoiced amount no later than the 25th day of the month in which the invoice for Rent is rendered by the School District.

- (b) **Adjustment.** The parties agree to make reasonable adjustments in the Rent in the event: (i) this Lease is temporarily suspended by the School District with respect to all or any portion of the Premises, pursuant to Section 3 hereof; (ii) this Lease is terminated, in whole or in part, by either the Lessee or the School District pursuant to Section 7 hereof; or (iii) the School District's actual utility costs and custodial costs increase during the School Year beyond the amount anticipated by the School District at the time this Lease is executed; provided, however, that, such increase apportioned to Lessee shall be based upon Lessee's hourly use of the Premises and the square footage of the Premises used by Lessee and, prior to the School District making an adjustment pursuant to this Section 5.B.iii, the School District shall provide documentation to Lessee, in a form reasonably satisfactory to Lessee, demonstrating such increase.
- (c) **Additional Rent.** In addition to the Rent specified herein, Lessee agrees to pay to the School District as Additional Rent the following:
 - i. For lunches served to children in the Kindergarten Program: **\$2.60/lunch served.**
 - ii. For milk served to children in the Kindergarten Program at lunch or breakfast service times only: **50/per student.**

Charges for Additional Rent shall be listed separately on the monthly invoices for Rent, and shall be paid at the same time as those invoices for Rent are paid.

6. Improvements.

- (a) **Telephones.** The Lessor agrees that Lessee may install and operate, at Lessee's sole cost and expense, a telephone in any portion of the Premises as may be desired by Lessee in the course of operating the Programs, so long as the location selected by Lessee does not interfere with the School District's use of the Premises.
- (b) **Food Storage.** At its option, Lessee may place a refrigerator (to be supplied by Lessee); in or near the Premises at a location to be determined by the School District, for snack foods and drinks that Lessee may serve to Program participants.

7. Term and Termination.

- (a) **Term.** The term of this Lease shall commence on August 13, 2018, and shall continue through the last day of the School District's 2018-2019 school year.
- (b) **Termination by Lessee.** The Lessee may terminate this Lease as to any Programs at any or all of the Schools at any time upon giving the School District at least sixty (60) days written notice. During said 60-day period, the Parties shall make reasonable efforts to agree to terms and conditions which would enable Lessee to resume the operation of its Programs at the School or Schools affected. In no event will Lessee give its customers notice of modification or cancellation of a Program less than thirty (30) days after written notice of termination is given to the School District.
- (c) **Termination by Lessor.** The Lessor may terminate this Lease with or without cause at any time upon giving the Lessee at least sixty (60) days' notice. Alternatively, in the event the School District determines that Lessee has breached any of the terms or conditions of the Lease or that the warranties or representations herein given are found by the School District to be false, School District shall provide Lessee with notice of such breach. Lessee shall cure such breach within ten (10) days after the date of its receipt of such notice, or if the breach is one which cannot reasonably be cured within ten (10) days, Lessee shall begin taking steps to cure the breach within

ten (10) days, and shall completely cure the breach with reasonable promptness. In the event Lessee fails to cure or take reasonable efforts to commence a cure of the alleged breach within the time specified herein, the School District may terminate this Lease upon providing five (5) days written notice to Lessee of Lessee's failure to cure.

8. Representations and Warranties. Lessee warrants, represents and agrees that:

- (a) Permits and Licenses.** Lessee has obtained all necessary permits and licenses for each Program as required by law or by municipal ordinance and is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this Lease.
- (b) Insurance.** Lessee has in full force and effect general liability (General Aggregate) insurance coverage in the minimum amount of Two Million Dollars (\$2,000,000.00), as evidenced by a liability certificate that Lessee will keep and maintain such insurance throughout the term of this Lease; and that the School District has been, and will continue to be, listed as an additional insured thereon. Lessee will pay the cost of any increase in insurance premiums incurred by the School District as the result of the operation of Lessee's Programs.
- (c) Lessee Not an Agent.** Lessee is not the agent of the School District and will not hold itself out as agent of the School District or as offering a program which has either been approved of or is supervised by the School District.
- (d) Compliance with Laws and Regulations.** Lessee will abide by the laws of the United States and the State of Kansas and all rules, regulations and policies adopted by the Board of Education of the School District, and will conform to such administrative orders as may be from time to time issued by the Superintendent of the School District or authorized by him to be issued on his behalf.
- (e) Availability of Programs.** Each Program operated by the Lessee on the Premises shall be available to all school age children, whether or not they attend the School in which the program is located, subject to the State of Kansas licensing requirements relating to the maximum number of children that may be located at each location.
- (f) Availability of Programs for Low-Income Families.** Lessee shall make reasonable arrangements, within the limits of available funding, to accommodate school age children whose parents cannot reasonably afford the standard cost of the Program.
- (g) Presentation of Documents.** In accordance with all representations and agreements contained in this Section, Lessee is required to provide upon request of the School District: (i) photocopies of all permits and licenses required by any cities or other political subdivisions within which the Programs operate, and by the State of Kansas for operating the Programs; and (ii) a certificate of liability insurance reflecting insurance in effect, and listing the School District as "additional insured."

9. Indemnity.

- (a) From Lessee to School District; Waiver of Liability by Program Participants.** The School District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, its agents, employees or pupils; and the Lessee specifically agrees to indemnify and save and hold the School District free and harmless from any and all losses, damages, costs, expenses and/or judgments arising out of Lessee's use of the Premises and that are proximately caused by the negligent or other actionable fault of the Lessee, its officers, agents or employees. In any agreement between the Lessee and parent(s) of any child for the providing of child care service, such agreement shall specifically provide, in a form satisfactory to the School District, for a release of liability of the School District and for indemnification of the School District by the parent(s). A sample Release is attached hereto as Exhibit B.

- (b) **Damage to School District Property.** Lessee shall be liable to the School District for any and all damage to any School District property which occurs as a result of the occupancy or use of School District facilities or property by the Lessee, its agents, employees or pupils. Lessee's liability to the School District shall include damage or injury caused by third parties who use and occupy the Schools or property therein with the express or implied consent of the Lessee.

10. Miscellaneous

- (a) **Complete Agreement.** This Lease constitutes the complete understanding between the parties regarding the subject matter hereof. It may be modified or amended only in a written instrument authorized and signed by both parties.

- (b) **Notices.** All notices required or permitted to be given under this Lease shall be delivered by first class mail or by facsimile, as follows:

If to School District:

De Soto Unified School District No. 232

35200 W. 91st Street

De Soto, Kansas 66018

Attn: Wendy Denham, Board Clerk

Facsimile: 913-667-6201

Office Phone: 913-667-6200

If to Lessee:

Johnson County Park and Recreation District

6501 Antioch Road

Merriam, KS 66202-3637

Attn: Jennifer Anderson, Children Services Specialist

Facsimile: 913-831-3311

- (c) **Governing Law.** This Lease will be governed, construed, and interpreted in accordance with the laws of the State of Kansas.
- (d) **Contractual Provisions Attachment.** The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto as Exhibit B are hereby incorporated in this Agreement and made a part thereof as required by K.S.A. 72-8201c.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above mentioned.

**SCHOOL DISTRICT:
UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, STATE
OF KANSAS**

By: President, Board of Education

ATTEST:

Clerk, Board of Education

LESSEE:

**BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND
RECREATION DISTRICT**

By: Nancy Wallerstein, Board Chair

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel

**EXHIBIT A
TO
LEASE AGREEMENT BETWEEN
DE SOTO UNIFIED SCHOOL DISTRICT
NO. 232, JOHNSON COUNTY, KANSAS
AND
JOHNSON COUNTY PARK AND RECREATION DISTRICT**

Programs Offered	Schools	Hours of Operation	Floor Plan Attached as Exhibit
Before and After School Kindergarten Program	Mize Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Prairie Ridge Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Riverview Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Clear Creek Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Horizon Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Belmont Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED
	Starside Elementary	7:00 a.m.– 6:00 p.m.	TO BE DETERMINED

EXHIBIT B

**SAMPLE RELEASE TO BE INCLUDED IN ANY
"SCHOOL AGE CHILD CARE AGREEMENT"
BETWEEN PARK DISTRICT AND PARENTS OF CHILDREN**

We, the undersigned, parents of _____, acknowledge that the Before and After School Program operated by Johnson County Park and Recreation District ("Park District") is not a program operated or controlled by De Soto Unified School District No. 232, Johnson County, State of Kansas (the "School District"); that the School District is only a lessor of space and has no responsibility whatsoever for the administration or operation of the program, for the selection of any employees to operate the program by the provider thereof, or for any act or omission which may occur while any child is going to, participating in, or going from the program. We, further, acknowledge that the program has not been approved by the School District and will not be supervised by the School District.

We agree that the School District shall not be liable to the undersigned and his/her child(ren) for any act or failure to act on the part of the Park District, its agents or employees, and we release the school district from any liability with reference thereto and promise and agree to save, and hold the School District free and harmless from any and all loss, of any and all nature or kind whatsoever, as the same may relate to any injury suffered or damage sustained by our child(ren) participating in the program or by us.

Date: _____

Signature of Parent or Guardian



Unified School District 232

Human Resources

Carrie Handy - Director of Human Resources - Elementary
Brian Schwanz - Director of Human Resources - Secondary

To: USD 232 Board of Education
Mr. Frank Harwood, Superintendent
From: USD 232 Human Resources Department
Date: July 3, 2018
Re: Proposed Revisions for the 2018 – 2019 Special Education Related Service Employee Handbook (CONSENT AGENDA)

Attached please find a copy of the recommended language revisions for the 2018-2019 Special Education Related Service Employee Handbook. We have included a summary of the changes along with the page numbers and sections we are recommending for revision. Pending Board approval, we will post the updated handbook on the Employee Benefits Intranet. We will also provide copies to each building.

Summary of Proposed Revisions for the 2018-19 Related Service Employee Handbook

1. **Page 1 – Article I: Licensed Personnel, C, Activities**

We are recommending deleting the requirement to have to be recommended by a designated building level committee of staff members.

2. **Page 4 – USD232 Special Education Related Services Appraisal Process and Procedures**

We are recommending to change that Related Service employees be evaluated in their first four (4) years from their first three (3) years.

3. **Page 5 – USD232: Special Education Related Services Summary of Appraisal Procedures**

We are recommending three changes to this section:

- The addition of the Audiologist to the list of employees that would be part of these procedures.
- Change from their first three years to their first four years in the district would require an evaluation.
- Add a formal observation to the procedures

4. **Page 6 – Article VI: Leaves of Absence, B – General Leave**

We are recommending the change in language from what is current to what is being proposed in the PNA. This would include the buyback options and change the name of Protected Discretionary Leave to Personal Leave.

5. **Page 9 – Article VI: Purchase of General Leave**

We are recommending increasing the amount the employee would receive if notice is given to HR by the set date. Also, changing the set date in which an employee has to notify HR if they are leaving the district to receive compensation for unused leave.

6. **Page 16 – Article VIII: Related Service Professional Compensation, G**

We are recommending changing CEU to professional development points

7. **Page 18 – Article X: USD232 Retirement Program**

We are recommending increasing the amount the employee would receive if notice of retirement is given to HR by a set date. Also, changing the set date in which an employee has to notify HR if they are retiring from the district to receive compensation for unused leave.

8. **Pages 20-23 – Certified Salary Schedule, Supplemental Positions, Supplemental Salary Schedule, and Extra Duty Pay Schedule**

Deletion of the 2017 – 2018 certified salary schedule, supplemental positions, supplemental salary schedule, and extra duty pay schedule and added the proposed 2018 – 2019 certified salary schedule, supplemental positions, supplemental salary schedule, and extra duty pay schedule.

If you have any questions regarding the recommended changes and/or would like additional clarification, please feel free to contact us. We appreciate your time and consideration of the proposed revisions.

Attachment



**DE SOTO
USD 232**

**Special Education
Related Service
Employee Handbook**

Effective July 1, 2018-June 30, 2019

(Revised June 2018, Board of Education Approved 2018)

RELATED SERVICE EMPLOYEES' EMPLOYMENT AGREEMENT
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ARTICLE I: LICENSED PERSONNEL

A. Permanent Licensed Personnel

1. Licensure

- a. All Related Service Professionals employed must hold appropriate licensure for the position as provided by the Kansas State Board of Education or appropriate state agency.
- b. On or before the first day of school, there shall be filed with the Superintendent of Schools an active professional license issued and/or approved by the approved State agency.
- c. Payment for services cannot be made until an approved licensure has been filed.

2. Transcripts

- a. Related Service Professionals shall file with the Superintendent of Schools an official transcript of college credits. It must bear the seal of the institution and signature of the registrar.
- b. Transcripts must be on file by September 1 of the school year in which they are to apply.

3. Physical Examination

All Related Service Professionals are required to have on file with the Human Resource office a Kansas certificate of health. Any licensed medical practitioner may make an examination and sign certificates. The Board of Education may require additional licensure any time there is reason to believe it is needed.

4. Assignment

Insofar as possible, staff assignments will be made upon the recommendation of the Superintendent of Schools and/or the Director of Special Services at the time of employment and in all cases will be made in the interest of the instructional program. If a change is anticipated in either a primary or supplemental assignment, the Related Service Professional will be notified.

5. Responsibilities and Duties

All Related Service Professionals are directly responsible to the Principal of the building in which they are assigned, or identified direct supervisor and shall fulfill the duties and responsibilities established through Board Policy. The Board Policy may be found at www.usd232.org/policy.

B. Temporary and Part-Time Licensed Personnel

1. Part-time Related Service Professionals

Will be employed in the same manner as permanent licensed personnel on the basis of a pro-rated salary and District benefits as determined by their qualification and that part of the school day for which they are employed

C. Activities

1. Professional Meetings

- a. The attendance of Related Service Professionals at conference, conventions and workshops outside the District must be directly related to goals and objectives of the district mission.
- b. A request by a Related Service Professional to attend a conference, convention, or professional meeting during the school year must be made at least ten (10) days in advance, must be approved in writing by the Related Service Professional's Principal and designated District Administrator.

- c. A personal leave day will be used by any Related Service Professional receiving compensation for consulting work from outside agencies, other than reimbursement for expenses.

2. Non-School Employment

Related Service Professionals employed by this District shall not enter into non-school employment that interferes with the performance of their contracted duties.

D. Private Tutoring/Therapy

De Soto Unified School District 232 does not provide nor promote private tutoring or therapy. However, if a student or parents decide that private tutoring/therapy is necessary, the following guidelines will apply:

1. A parent or pupil may discuss the advisability of private tutoring/therapy with a Related Service Employee, counselor, or building Principal. District personnel are encouraged to cooperate with parents, students, and tutors.
2. It is the responsibility of a parent and tutor to agree on a location and fee for tutoring/therapy.
3. A Related Service Professional may not provide private tutoring/therapy for compensation during the contract day.
4. Students may be encouraged, but not required, to take private lessons or secure private tutoring/therapy during non-school hours.
5. Any staff member providing private tutoring for compensation on USD 232 property must complete and comply with all Facility Use requirements. However, the facility-use fee will be waived for all Related Services staff members under contract with the district.
6. Any/all arrangements for private tutoring/therapy for compensation by USD 232 employees on USD 232 property must be reported in advance to the building principal for the purpose of ensuring all requirements are met.

E. Itinerant Related Service Employee Duties

1. When a Related Service Professional is assigned to two (2) or more buildings, the Related Service Professional shall not be required to attend more than one (1) faculty meeting per week. In the event of a conflict between building faculty meetings, the Principals involved will determine which faculty meeting the Related Service Professional is to attend. If an agreement cannot be reached, the final decision will be made by the Director of Special Services.
2. An itinerant Related Service Employee shall only be assigned contract day duties in proportion to the time the itinerant Related Service Employee spends in the building in question.
3. Each itinerant Related Service Employee shall be allowed between ten (10) and thirty (30) minutes for travel time between buildings, depending upon the distance involved. The Director of Special Services shall determine travel time guidelines.

ARTICLE II: PROMOTIONS, ASSIGNMENTS AND ANNOUNCEMENT OF VACANCY

A. Promotions and/or Change in Employment Title

Promotion to a position of greater responsibility and/or change of employment title will be made based upon qualifications of the person, need for the position, and the recommendation of the Director of Human Resources. Examples of change in title include, but are not limited to, transfer from a teaching position to media specialist, counselor, or school psychologist, etc. Unless notified differently, internal candidates interested in promotion or transfer to a differently titled position will be required to submit a letter of interest, resume, and three (3) letters of reference to the Human Resource Department.

B. Vacancies

As vacancies arise within the staff, they will be posted on the Unified School District 232 website under Human Resources Department. Vacancies are posted as soon as possible when a vacancy is confirmed. Current employees may express interest in a vacant position for which they have appropriate licensure through a letter of interest to the Director of Special Services.

C. Assignment and Transfer:

The services to be performed by Related Service Professionals shall be as determined and assigned, from time to time, by the Director of Special Services. The Related Service Professional agrees to perform those services in a competent and faithful manner, in compliance with federal and state law, and in accordance with the policies, orders, rules, and regulations of the Board, as adopted and amended from time to time. The Related Service Professional agrees to accept any assignment for which he/she is licensed and to follow all directives of the Board and the Superintendent of Schools.

ARTICLE III: RELATED SERVICE EMPLOYEE EVALUATION

Written evaluations of Related Service Employees shall comply with policies and procedures established by De Soto Unified School District 232. All evaluations are to be in writing and the evaluation documents and responses thereto shall be maintained in the individual's personnel file. Every Related Service Employee in the first three (3) years of employment in the district shall be evaluated at least one (1) time per year no later than March 31. The Related Service Employee will be evaluated every 3rd year thereafter. The evaluation will consist of both a Summative Evaluation and an Individual Growth Goal. Evaluations shall be conducted and prepared by the Director of Special Services or designee. A Related Service Employee shall be entitled to receive a copy of any written evaluation to be placed in personnel file. Within ten (10) business days after an evaluation document is presented to the employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the personnel file. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes.

• **USD 232 Special Education Related Services Appraisal Process and Procedures**

The purpose of the appraisal process is to assist each Related Service Employee in the improvement of his/her effectiveness. This process should also provide an effective means of communication between the Related Service Employee and their supervisors. Written evaluations of Related Service Professionals shall comply with procedures established by De Soto Unified School District 232. All Related Service employees are to be evaluated as follows:

1. All evaluations are to be in writing and the evaluation documents and responses thereto shall be maintained in the individual's personnel file for a period of at least three (3) years.
2. Every Related Service Employee, in the first four (4) consecutive school years of employment with the School District, shall be evaluated at least one (1) time per year, but not later than March 31; except that any Related Service Employee who is not employed for an entire semester shall not be required to be evaluated.
3. Every Related Service Employee, after the first four (4) three (3) years, shall be evaluated at least once every three (3) years, but not later than March 31.
4. Evaluations shall be conducted and prepared by the Director of Special Services or designee.
5. The Related Service Employee will be notified by September 15 if they are scheduled to be evaluated during the school year.
6. In the evaluation years, the Related Service Employee will complete an Individual Growth Goal. The Related Service Employee and the evaluator will conference and sign this plan no later than October 15. The Individual Growth Goal Review will be completed and signed by March 31.
7. The observation and summative evaluation form will be completed by the appraiser. This process will be completed and signed by March 31.
8. A Related Service Employee shall be entitled to receive a copy of any written evaluation to be placed in the Related Service Employee's file. Within ten (10) business days after an evaluation document is presented to a Related Service Employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the Related Service Employee's file.
9. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes.
10. A copy of the USD 232 Board approved evaluation process and procedures are available at www.usd232.org/hr under Employee Forms and Documents.

USD 232: Special Education Related Services

Summary of Appraisal Procedures

Speech Language Pathologist (Related Service Evaluation Form)
School Social Worker (Social Worker Evaluation Form)
Occupational Therapist (Related Service Evaluation Form)
Physical Therapist (Related Service Evaluation Form)
Audiologist (Related Service Evaluation Form)

The above listed licensed employees are evaluated under a USD 232 BOE approved plan that is unique to their positions. The licensed employees will be evaluated in each of their first 4 years in the district and in every 3rd year thereafter.

Notification of Appraisal

*Evaluation Schedule sent to Evaluator (Spreadsheet)
Evaluator will notify employee (Appraisal Notification Letter)
Evaluator will review Evaluation Procedure / Documents with
Evaluated Staff*

September 15

Individual Growth Action Plan

Sign and Review De Soto USD 232 Individual Growth Goal

October 15

Observation and Summative Appraisal Conference

*Complete pre-observation and observation.
Review observation/sign Summative Evaluation Form.
Review/ sign completed De Soto USD 232 Individual Growth
Goal Review*

March 31

Documentation Due to HR

- 1. Appraisal Notification Letter*
- 2. Completed De Soto USD 232 Individual Growth Goal*
- 3. Completed De Soto USD 232 Individual Growth Goal Review*
- 4. Completed Summative Evaluation Form*

March 31

ARTICLE IV: EMPLOYMENT-RELATED ASSAULT

Every incident of employment-related assault upon a Related Service Professional shall be immediately reported to the building Principal or immediate supervisor. The District may provide legal counsel to advise a Related Service Professional of his or her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities or to assist with the recovery of property loss. If any legal action is taken against a Related Service Professional, by any person, as the result of the Related Service Professional's lawful actions in the scope of his or her employment duties, taken in good faith and without fraud or malice, the District shall provide legal counsel for the Related Service Professional's defense.

Any request by a Related Service Professional for a legal defense pursuant to this paragraph shall be made in writing to the Board within 15 business days following service of process on the Related Service Professional.

ARTICLE V: COMPLAINT PROCEDURE

By Board Policy, any employee may file a complaint with their supervisor concerning a school rule, regulation, policy, or decision that affects the employee. The complaint will be in writing; filed within ten (10) business days following the concerning event, and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) business days. If the employee disagrees with the decision, the employee may appeal to the Superintendent. The Superintendent's decision shall be final.

ARTICLE VI: LEAVES OF ABSENCE

A. Definitions

1. "Leave" is defined as absence from duty for which no deduction is made in regular monthly or annual compensation of the employee.
2. "Days" is defined as days on which the employee drawing leave would normally have reported for duty.
3. "Sick Leave" is defined as an absence from duty due to illness, medical and dental appointment, physical disability, or mental incapacity of the Related Service Professional or a member of his/her immediate family for which approved leave will be allowed without deduction in pay.
4. "Immediate family" shall include individuals related by blood or affinity whose close association with the Related Service Professional is the equivalent of a family relationship.

Certified employees may apply for general and long-term leaves of absence in accordance with policies described below.

B. General Leave

Short term absences for Leave (considered 10 or less consecutive work days) may be granted for approved reasons as outlined below, including personal illness, immediate family illness, discretionary leave, bereavement leave, observance of denominational religious holidays, association leave, and civic duty leave.

1. Discretionary Leave

- a. Full-time Related Service Employees shall receive eight (8) days of Discretionary Leave and four (4) days of Personal Leave each year they are employed by the District. This leave will be available on the first report day of the contract year.

- b. The twelve (12) days of Discretionary and Personal Leave may be used for any reason the Related Service Employee chooses, but all Discretionary Leave must be used prior to using Accrued Leave.
- c. The following options are available for unused Discretionary and Personal Leave:
 - (1) Sell Back to the District – If the Related Service Employee has used 8 or fewer Leave Days, the District will buy back unused Discretionary and Personal Leave at the rate of \$64.00 per day (could not exceed twelve (12) days), subject to the following parameters:
 - i. Related Service Employees with less than twenty (20) day's Accrued Leave carryover may sell back to the District not more than one-half their current year leave. *Example: A Related Service Employee has Accrued Leave carryover of ten (10) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days discretionary leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back not more than five (5) days to the District and would carry over not less than five (5) days to add to their Accrued Leave balance, which would be not less than fifteen (15) days going into the next year.*
 - ii. A Related Service Employee with twenty (20) days or more of Accrued Leave carryover may sell back to the District all or any number of days of their current year unused leave. *Example: A Related Service Employee has an Accrued Leave carryover balance of thirty (30) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days discretionary leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back all ten (10) days or any number of those ten (10) days.*
 - iii. The Related Service Employee must submit an election form to the Payroll Department no later than the last Friday in April indicating their choice of current year leave buy back, subject to the above parameters.
- d. The District will comply with all provisions and requirements of the Family and Medical Leave Act of 1993.
- e. A Related Service Employee shall be entitled to use Leave in increments of 15 minutes.

2. Request for Leave

- a. Approval of the specific day or days to be used for Discretionary Leave shall be the responsibility of the HR Director or his/her designee in order to permit scheduling of substitutes, continuity with the instructional program, and preventing possible conflicts of District meetings.
- b. All requests for Leave not of an emergency nature must be submitted via the Skyward System to the building administrator. Leave of one (1) day or less duration must be submitted 24 hours prior to the requested date of leave. Leave of more than one (1) day duration must be submitted five (5) days prior to use and must be administrator approved unless a violation of law.
- c. Leave not related to illness, bereavement, observance of denominational religious holidays, and civic duty is limited to no more than five (5) consecutive days at any one time.
- d. For Leave of an emergency nature, a request must be submitted within 24 hours of returning to work. For purposes of this section, an "emergency" is an unforeseen combination of circumstances, or the resulting state, which requires immediate action,

- including illness.
- e. Except under emergency conditions or extraordinary circumstances, such as a wedding, funeral (see bereavement), high school or post high school graduation and school sponsored graduation related activities, or military deployment of individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship, Discretionary Leave will not be approved for use during the first or last five (5) contract days of the school year, during the day before or the day after a school holiday, not including fall conferences. In addition, discretionary leave will not be approved during in-service or parent-teacher conferences. Any day described herein that is taken with approval from the HR Director or his/her Designee will be charged against the employee's days of Discretionary Leave. (The Non-Compliant Discretionary Leave Request form can be found as follows: Staff Drive (T:), District Information, District Forms, Human Resources, Request for Discretionary Leave PDF)
 - f. Any days taken without approval will be docked at half the staff member's daily rate of pay not to exceed \$147.40 and a discretionary day taken from the staff member's allotment. If the staff member does not have any leave days remaining, the staff member would be docked their daily rate of pay.
 - g. Leave days must be properly submitted via Skyward in a timely matter. If not submitted within one week of return from the Related Service Professional's absence, the staff member and principal will be reminded via email to submit the absence. Any absence then not submitted within 3 business days from the date of the email reminder will be docked double the rate of substitute pay and the employee shall be subject to reprimand. Exceptions may be made for extenuating circumstances.
 - h. A Related Service Professional absent from work due to personal or immediate family illness, physical disability, or mental incapacity beyond five (5) consecutive school days shall be required to submit to the HR Director a written request for General Leave accompanied by medical certification verifying treatment and the projected date of return to insure compliance with FMLA. Additional days may be granted by the HR Director due to special circumstances.
 - i. Short-Period Class Coverage-Related Service Professionals who require coverage for 60 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Related Service Professional will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Related Service Professionals shall obtain their building administrator approval for such arrangements.

3. Bereavement Leave

Bereavement Leave may be used in the event of a death within the Related Service Professional's immediate family.

- a. For purposes of this section, immediate family shall include individuals related by blood or affinity whose close association with the Related Service Professional is the equivalent of a family relationship.
- b. Five (5) days of General Leave in any one (1) contract year may be used for Bereavement Leave. In the event of an emergency, additional days may be granted by the Director of Administrative Services.
- c. After current discretionary leave has been exhausted, the Professional Employee may use accumulated sick leave without exhausting Protected Discretionary Leave.

4. Observance of Denominational Religious Holidays

A Related Service Professional may use General Leave for the observance of a denominational religious holiday.

5. Jury Duty/Witness Leave

Jury Duty/Witness Leave is defined as days of absences from duty if summoned for jury duty or required to testify in a court of law.

- a. A Related Service Professional will be granted a leave of absence as necessary for the above described reasons. A written request for Jury Duty/Witness Leave must be made at least five (5) contract days in advance of the anticipated absence, if possible.
- b. The Related Service Professional will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Related Service Professional for jury duty or for serving as a witness may be kept by the Related Service Professional.

No deduction of Short-Term Leave will be made for Jury Duty/ Witness Leave

6. Job Related Assault

a. Whenever a Related Service Professional is absent as a result of personal injury caused by battery arising during the course of his/her professional duties, the District shall compensate the Related Service Professional at his/her full daily rate of pay, and shall not deduct days from the Related Service Professional's accumulated sick leave for up to five (5) days or until the employee becomes eligible for worker's compensation benefits. Once the Related Service Professional becomes a recipient of workers compensation for any days of work missed due to battery (1) the salary of the Related Service Professional will be reduced by the amount the employee receives in benefits and leave time will be charged against the employee's accumulated total, or (2) if the Related Service Professional does not have sufficient accumulated leave and/or the Related Service Professional chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.

b. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attach a police report if such a report has been filed. The District shall have the right to have the Related Service Professional examined by a physician in determining the length of the time during which the Related Service Professional is temporarily unable to perform duties, and that the disability is attributable to the injury resulting from the battery. The determination of the District chosen physician may be appealed to the Superintendent. The Superintendent's decision is final and is not subject to a grievance or any other appeal or hearing.

C. Purchase of General Leave

1. Upon termination of employment with the District, a Professional Employee shall be entitled to receive pay for each day of unused General Leave on the following basis:
 - a. Option 1 - \$84.00 per day provided written notice is received by December 15th.
 - b. Option 2 - \$74. 00 per day provided written notice is received by January 15th.
 - c. Option 3 -\$64.00 per day provided written notice is received by March 1st.
 - d. Option 4 - \$40.00 per day after March 1st if written notice is received by May 1st.

However, a Professional Employee will not be entitled to receive pay for unused leave if the Professional Employee fails to fulfill his/her employment contract or fails to submit a written notice on or before May 1st. Unused leave may be paid to a named beneficiary in case of death.

2. Any Related Service Professional with accumulated General Leave in excess of 130 days by June 30 of each year will be compensated at the rate of \$64.00 per day for each day of accumulated and unused General Leave in excess of the 130 days. However, a Related Service Professional will not be entitled to this payment if he/she fails to fulfill his or her employment contract or fails to submit a

written resignation from employment on or before the date established by Kansas Statute.

D. Long-Term Leave

Long-Term Leaves are defined as absences of 11 or more consecutive work days which the Related Service Professional would normally be required to report.

During all approved Long-Term Leave, employees will not lose existing length of service or coverage under the retirement system of Unified School District 232. Time on Long-Term Leave will not count as service for purposes of accruing General Leave.

Related Service Professionals present at work for at least 120 contract days during the school year will be eligible for a salary step increase for the following school year's contract.

If a Related Service Professional is not scheduled to return from Long-Term Leave before the end of a school year, he or she must notify the District by the Kansas Statutory Deadline if he or she does not intend to return to work the following school year.

A Related Service Professional who is not able to perform the essential functions of her/his position, does not request or is not entitled to reasonable accommodations, and/or does not request or is determined to not be eligible for General or Long-Term Leave will be terminated.

1. Family Medical Leave

The District will comply with all provisions of the Family Medical Leave Act of 1993 (FMLA), including eligibility requirements. The poster published by the United States Government will be attached to the Negotiated Agreement as required by the law. In addition, the USD 232 procedures for implementing the Family Medical Leave Act of 1993 will be posted on the Staff Drive under District Information>District Forms>Human Resources.

2. New Baby/Adoption Leave (For staff members not eligible for Family Medical Leave Act of 1993)

- a. Employees are entitled to unpaid leave during the period of disability due to prenatal care, birth of a child, or recuperation following the birth of a child. A maximum of 30 contract days, from the date of birth, may be granted if no medical certification is presented. The leave cannot be taken intermittently.
- b. Employees are entitled to unpaid leave for the adoption of a child. A maximum of 30 contract days, from the date of placement, may be granted if no medical certification is presented. The leave cannot be taken intermittently.
- c. At least 30 calendar days prior to the need for leave (when possible), an eligible employee must submit a written request for leave to the Superintendent or Designee (currently HR Director). The request must state the number of contract days the employee is requesting leave, the extended leave start date and a proposed return date. Leave shall conclude upon medical certification that the Related Service Professional is able to return to regular employment duties.
- d. If the employee wishes to continue group health benefits during this leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave for a maximum of six (6) weeks (30 contract days). Any employee portion of the cost must be paid by the employee.

- e. Employees returning from this leave who are able to perform the essential functions of his or her position, with or without accommodations, will be returned to the same or equivalent position held when the leave commenced.
3. Extended Injury/Illness Leave
- An eligible Related Service Professional may request unpaid Extended Injury/Illness Leave beyond the entitlement established by the Family Medical Leave Act of 1993.
- a. At least 10 calendar days prior to the conclusion of any eligible FMLA Leave (when possible), an eligible Related Service Professional must submit a written request to the Superintendent or Designee (currently HR Director) for extended unpaid leave because of a serious health condition that makes the Related Service Professional unable to perform the functions of the job. The request must state the number of contract days of leave the Related Service Professional is requesting, the extended leave start date, and a proposed return date.
 - b. All applications for Extended Injury/Illness Leave shall be accompanied by medical certification which attests to the inability of the Related Service Professional to continue his or her professional duties and an expected date for return to duty.
 - c. This leave shall be limited to a maximum of one full semester in addition to any days remaining in the semester in which the extended leave began. The leave cannot be taken intermittently.
 - d. If the Related Service Professional wishes to continue group health benefits and life insurance benefits during Extended Injury/Illness Leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave. Any Related Service Professional portion of the cost must be paid by the Related Service Professional. Failure to make payments to the District for benefits will result in the District dropping coverage.
 - e. During approved Extended Injury/Illness Leave, Related Service Professionals will not lose existing length of service or coverage under the Retirement Program of USD 232. Time on leave will not count as service for purposes of accruing General Leave.
 - f. Individuals returning from Extended Injury/Illness Leave who are able to perform the essential functions of his or her position, with or without accommodations, will be reassigned using the Inter-Building Transfer policy. The District will have fulfilled its obligation to the Related Service Professional if no qualifying position becomes available within one year of the return-to-duty date, or if the Related Service Professional does not accept within two (2) business days the offered position for which the Related Service Professional is qualified.
 - g. If a Related Service Professional is not able to return to work at the conclusion of the approved Extended Injury/Illness Leave and the Related Service Professional does not qualify for Medicare, it is possible for the Related Service Professional to purchase health insurance coverage from the District at the current Board paid fringe rate. This option is available for one (1) calendar year from the first anniversary of disability date. When the Related Service Professional receives eligibility for disability benefits and Medicare, it is the Related Service Professional's responsibility to notify the District immediately. Discontinuation of group health coverage will be coordinated with the Medicare eligibility date.
 - h. Related Service Professionals not electing to purchase health insurance coverage from the District at the current Board paid fringe rate or who otherwise lose health insurance before

becoming eligible for disability benefits and Medicare may be eligible for COBRA continuation health coverage.

4. Extended New Baby/Adoption Leave

Related Service Professionals who are full-time and have been employed for a minimum of one year may request unpaid Extended New Baby/Adoption Leave beyond the entitlement established by the Family Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of FMLA Leave (when possible), an eligible Related Service Professional must submit a written request to the Superintendent or Designee (currently HR Director). The request must state the number of leave days the Related Service Professional is requesting, the extended leave start date, and a proposed return date.
- b. Extended New Baby/Adoption Leave is limited to a maximum of one full semester of unpaid leave in addition to any days remaining in the semester in which the extended unpaid leave began. It cannot be taken intermittently.
- c. During the Extended New Baby/Adoption Leave, the eligible Related Service Professional may purchase health insurance coverage from the District at the current Board paid fringe rate. Failure to make payments to the District for benefits will result in the District dropping coverage. Related Service Professionals who elect not to participate in the District plan, or lose coverage may be eligible for COBRA continuation health coverage.
- d. Individuals returning from Extended New Baby/Adoption Leave will be reassigned using the Inter-Building Transfer policy. The District will have fulfilled its obligation to the Related Service Professional if no qualifying position becomes available within one year of the return-to-duty date, or if the Related Service Professional does not accept within two (2) business days, the offered position for which the Related Service Professional is qualified.

5. Military Leave

- a. In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), any Related Service Professional, upon written request to the Superintendent or Designee, shall be granted leave to cover the length of his/her required service in the military forces of the United States of America. Each request for military leave shall be accompanied by a copy of the appropriate military orders.
- b. A Related Service Professional, who is eligible for military leave under federal or state law, including a Related Service Professional, shall be entitled to leave for military service for up to five years or as otherwise provided by law. During said leave, a Related Service Professional will be entitled to contract pay minus the cost of a substitute for the remainder of the contract year. Any supplemental contracts that the Related Service Professional is entitled will be paid up to 30 days.
- c. If the Related Service Professional is ordered to long-term active duty (over 30 days), the District will continue to pay all other District provided benefits the Related Service Professional would have received for the remainder of the contract year. If the Related Service Professional remains on leave after the contract year ends, the Related Service Professional would have the right to continue the benefits at the cost to the Related Service Professional while on leave for up to five years or as otherwise provided by law.
- d. Related Service Professionals taking initial voluntary active duty training for the Reserves or National Guard will be on unpaid leave for the remainder of the contract year. The Related

Service Professional will have the option of continuing benefits at the cost to the Related Service Professional for the remainder of the contract year or 18 months, whichever is greater. An extension of the time to receive benefits may be granted by the Superintendent.

- e. The following time limits apply to application for and return to work from a military leave absent extraordinary circumstances that make compliance impossible through no fault of the Related Service Professional. Upon completing less than 31 days of military leave, the Related Service Professional 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. For more than 30 days but less than 181 days, the Related Service Professional must make application for re-employment within 14 days of release from service. For more than 180 days, the Related Service Professional must make application for re-employment within 90 days of release from service.
- f. Unexcused failure to meet the application and return time periods allowed above or required by federal or state law shall result in denial of reinstatement and subject the Related Service Professional to the District's rules governing unexcused absences.
- g. A Related Service Professional on military leave, who makes application to the District within the applicable time periods provided by law after the effective date of his/her release from active duty, and who is otherwise eligible for reinstatement, and absent circumstances where reinstatement is not required by law, shall be reinstated to the certified position(s) and supplemental position(s) that would have been held had the Related Service Professional been continuously employed provided the Related Service Professional is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to the certified position(s) and supplemental position(s) held at the time of the leave, again provided the Related Service Professional is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to a similar or equivalent position, depending on the circumstances and subject to any applicable provisions of federal or state law. The Related Service Professional's salary and benefit status upon return from military leave shall be the same as it would have been if leave had not been taken. Subject to requirements for reinstatement of Related Service Professionals returning from leaves of less than 30 days, the District shall have a ten (10) day grace period to make arrangements for re-employment of the Related Service Professional, and the District shall make every effort consistent with law and the wishes of the Related Service Professional to minimize any possible adverse effect of employment changes on the educational program.
- h. In the event the requested military leave causes an undue curricular hardship to the education of the students of the District, the District reserves the right to notify the commanding officer who signed the orders, requesting an adjustment in the orders. If the District is not satisfied with the response, the District shall seek further assistance by calling 1-800-336-4590 to request a consultation with an officer in the National Committee for Employer Support of the Guard and Reserve, Office of the Secretary of Defense, 1735 North Lynn Street, Arlington, VA 22209.

6. Sabbatical Leave

- a. A sabbatical leave may be granted to a full-time non-probationary Related Service Professional to provide opportunity to engage in professional experiences related to the educational needs of the District having a major force on self-improvement and which also will have positive consequences for the Related Service Professional's students and co-workers.

- b. The Related Service Professional requesting a sabbatical leave must have been employed in Unified School District 232 for the preceding five (5) consecutive years. The Related Service Professional must not have been granted a sabbatical leave from the District during the five (5) consecutive years of service immediately preceding the current application. The Related Service Professional will be guaranteed a teaching contract the following year provided the Related Service Professional notifies the District by February 1 of his or her intent to return.
- c. Sabbatical leave may be for one (1) semester or it may be for one (1) contract year. The sabbatical leave is without pay and without continuation of employer paid fringe benefits. However, Related Service Professionals on sabbatical leave may continue to participate in the District's health insurance at the Related Service Professional's expense. The Related Service Professional returning from sabbatical leave shall be entitled to fill the position he or she vacated or a comparable position within the building level or a position for which he or she is certified. He or she shall be placed at the position on the basic salary schedule he or she would have attained had he or she been employed in the District during said period.
- d. Administrative Regulations "Requesting and Selection" will appear in the Board Policy Manual.

ARTICLE VII: FRINGE BENEFITS

A. Paid Benefits

The Board of Education will provide a single health and dental membership, with a jointly agreed upon provider. In addition, life insurance, and a short term disability salary protection plan will be provided by the Board. A Fringe Benefits Committee, which will include representatives from the district's Leadership Team, classified staff and the De Soto Teacher's Association, will convene to explore various benefit options related to each of the provided benefit plans.

B. Salary Reduction Plan

The Section 125 Fringe Benefits Plan will include the following:

1. Family health and dental premiums,
2. Non-reimbursed medical expenses,
3. Dependent care expenses,
4. Additional life insurance,
5. Cancer insurance, and
6. Additional salary protection (disability) insurance.

One-half (1/2) of the service charge for participation in the Section 125 Cafeteria Fringe Benefits Plan will be paid by the School District and one-half (1/2) by the participants.

C. Tuition Reimbursement

1. The Related Service Professional shall be entitled to reimbursement in an amount not exceeding \$150.00 per fiscal year (July 1-June 30) for tuition expense incurred for the purpose of enrolling in and attending courses at an accredited institution if the courses are part of the Related Service Professional's Individual Development Plan.

The Related Service Professional seeking reimbursement for such expenses shall comply with normal District procedures for reimbursement of expenses including presentation of receipts, bills, vouchers, etc.

2. Contingent upon the availability of funding sources separate from the USD 232 General Fund and Local Option Budget, the District may offer additional tuition reimbursement programs for employees seeking advanced degrees or licensure in areas of high need. Guiding parameters and operation of each program shall be established by mutual agreement of the De Soto Teacher's Association and representatives of the USD 232 Administration.

3. Only one USD 232 funding source may be utilized by Related Service Professionals for tuition reimbursement. For example, if the district pays for a course, an employee could not then receive the tuition reimbursement for the same course. However, if the funds are not available to cover ELL/SPED tuition reimbursement, the employee may apply for the difference, up to \$150.00.

ARTICLE VIII: RELATED SERVICE PROFESSIONAL COMPENSATION

A. District Compensation

The District shall compensate all Related Service Professionals in accordance with the salary schedule indicated in Appendix A-1. Salaries of Related Service Professionals regularly employed by the Board of Education for the first semester shall be based upon official evidence on file in the Office of the Superintendent by September 1 of each school year. All Related Service Professionals shall be required to possess license appropriate for their employment duties.

B. Payday Notification

Related Service Professionals will receive a schedule at the beginning of the school year stating the dates paychecks will be issued each month. This same schedule shall state the final date each month for submitting extra-duty hours to the Business Office.

C. Extra-Duty Assignments

Those assignments requiring additional responsibility, travel, or time beyond the regular school day or term are enumerated on the extra-duty schedule. Compensation for those extra-duty assignments shall be as indicated on the extra-duty pay schedule (Appendix C).

D. Supplemental Positions and Salary Schedule

1. The supplemental positions listed in Appendix B-1 are extracurricular assignments in addition to normal teaching duties. Compensation for such assignments shall be as indicated in Supplemental Pay Schedule (Appendix B-2). An advisory supplemental committee will be created to review the Supplemental Pay Schedule on an annual basis. This committee shall be limited to four Board of Education representatives and four teachers. The teachers will be chosen by DTA. Additional individuals may be invited to specific meetings to provide information. This committee will submit written recommendations for supplemental changes to the negotiations teams after February 1st of each year.
2. Related Service Professionals who choose to accept lunch time student supervision will receive \$5 per lunch shift as well as one free school lunch, each day they have lunchroom supervision responsibilities.
3. The Related Service Professional, upon being issued a supplemental contract, may choose to receive compensation for the supplemental during the season or over the entire 12-month contract.

E. Reimbursement for Mileage

Mileage for approved travel outside of the District will be reimbursed at the rate specified by the State of Kansas. Travel between schools in the District, when approved by the Superintendent, will be reimbursed at the same rate.

F. Credit for Professional Experience

At the time of employment with the District, a Related Service Professional shall be entitled to receive credit on the salary schedule for prior related service professional experience. Such prior related service experience must be in an accredited school/institution and must be approved by the Superintendent. The Related Service Professional shall be entitled to a maximum of 20 years of credit (step 21).

G. Salary Enhancement through Professional Development

The Professional Development Council approved points may be used advancement on the salary schedule. Twenty (20) points approved for both re-licensure and advancement will equal one (1) college hour.

Once employed by the District, the Related Service Professional may advance across the salary schedule by earning college credit for classes directly related to their assignment or advanced degree and/or by earning Professional Development points. The District Horizontal Movement Request form plus supporting documentation, including, transcript of college credit and/or eligible certificates of completion, must be turned in to the Human Resource Department by September 1 to receive advancement for the current contract. For salary scale advancement based on professional development points (20 professional development points equal one college hour), the certificate of completion must include the date and time of the training. Requests for horizontal movement and supporting documentation will be kept in the Related Service Professional's personnel file. PD points earned prior to being employed by USD 232 are not eligible to be used for salary movement. Additionally, in order to use PD hours obtained during district/building professional development/in-service or meetings for horizontal salary movement, the professional development activity must be pre-approved by the Special Education Director as well as the Professional Development Council.

Prior to July 1, 2016, Professional Development points could only be used for Horizontal Movement within a five-year period. PD points earned in the years in which that policy was in place will expire as follows:

Year Earned	Expiration Date
July 1, 2011 – June 30, 2012	July 1, 2017
July 1, 2012 – June 30, 2013	July 1, 2018
July 1, 2013 – June 30, 2014	July 1, 2019
July 1, 2014 – June 30, 2015	July 1, 2020
July 1, 2015 – June 30, 2016	July 1, 2021

On July 1, 2016, a new policy was adopted by the board. Any professional development points earned after this date will no longer expire.

H. Professional Development Release Time

Related Service staff members may request up to three (3) paid days of professional leave for the purpose of earning Professional Development points and/or Continuing Education Units (CEU) necessary to maintain appropriate licensure/certification for their current assignment. Consideration of these requests will be balanced with available funding and other identified building/district priorities. If a Related Service Professional is required to attend a workshop or training, registration costs and other

approved/appropriate expenses (including possible travel and meal costs) will be paid according to District policy.

I. Method of Payment

1. All Related Service Professionals are to be paid on a 12-month basis or as per Kansas statute.
2. Paychecks will be issued in 24 installments.
3. Related Service Professionals new to the District may receive \$1200 early compensation, less applicable taxes, in advance of the first scheduled paycheck. The \$1200 will be deducted from each of the remaining 24 scheduled paychecks. The early compensation may be accessed by the new Related Service Professional by submitting a written request to the Business Department by August 15. The request form may be acquired from the Business Department.

J. Horizontal Schedule Placement and Movement

Related Service Professionals will be placed on the Salary Schedule based on college credits earned following the completion of a baccalaureate degree. For original placement, if the Related Service Professional has earned a Master's Degree, only college credits earned following the completion of the Master's Degree will be used for establishing "Master's Plus" placement. Once a Professional Employee has earned a Master's Degree, he or she is limited to one column movement per year.

K. Related Benefits

1. Salary, Payment and Deductions

- a. Related Service Professionals will be paid by direct deposit.
- b. All Related Service Professionals are required to file with the business office an Employee's Withholding Exemption Certificate, Form W-4, for both state and federal governments.
- c. Related Service Professionals may authorize the business office to make deductions following the guidelines for payroll deductions.
 1. Payroll deductions shall be in accordance with rules established by the Business Department and shall comply with IRS regulations.
 2. Anyone who wishes to terminate a payroll deduction will notify the Business Office in writing by the 13th of the month. If the notification is received after the 13th of the month, payroll deduction will be terminated the following month.

L. Retirement

1. Kansas Public Employees Retirement System

- a. All public school employees meeting hours-worked requirements are required to be members of Kansas Public Employees Retirement System. The District will assist employees in interpretation of KPERS regulations and in receiving benefits. It is the employee's responsibility, however, to meet all requirements and review their own retirement status.
- b. Related Service Professionals new to this District who have a state assigned retirement number should file this number with the office of the Superintendent not later than the first day of school.
- c. Related Service Professionals teaching in the State of Kansas for the first time should file a retirement form with the business office.

M. Retroactive Pay

In the event that retroactive pay is necessary due to extended contract negotiations, the balance of earned wages will be paid by the District to Related Service Professionals in a single lump sum payment within 45 days of ratification of this agreement.

ARTICLE IX: PROFESSIONAL DAY

The term of the contract shall not exceed **187** duty days unless otherwise stated on the individual contract. Each duty day will be of at least 8 hours in length, with the work schedule and duties assigned by the immediate supervisor. One (1) duty free lunch section out of the entire lunch period block shall be provided for each Related Service Professional. Related Service Professionals may leave the building with administrative approval. The Related Service Professional may request to be excused from individual staff meetings and/or building level in-service activities if the meetings/activities do not relate to assigned duties and/or prior approval has been granted by the building principal and special education director.

ARTICLE X: USD 232 RETIREMENT PROGRAM

The opportunity to participate in a voluntary USD 232 Retirement Program will be available to any Related Service Professional for the current fiscal year only.

If a Related Service Professional retires with full benefits from KPERS, participants will be eligible to receive benefits described below:

1. Related Service Professionals having 30 years of teaching experience with at least 20 years in USD232 as of August 1, 2012 will receive upon retirement from the district a one-time lump sum of \$23,000 deposited into a District paid 403(b) account, no later than July 15 in the year in which the employee retires, in the employee's name.
2. Related Service Professionals having 25 years of teaching experience with at least 18 years in USD232 as of August 1, 2012 will receive upon retirement from the district a one-time lump sum of \$19,000 deposited into a District paid 403(b) account, no later than July 15 in the year in which the employee retires, in the employee's name.

Participants must declare their intent to participate in the USD 232 Retirement Program, in writing, to the Human Resource Department no later than the first school day in March.

A. As provided by Kansas Statue (K.S.A. 12-5040) retirees may at their own expense continue coverage under the District's employee group health care benefits at the same cost as paid by the District for active employees. Coverage under the employee group health care benefits plan may cease to be made available upon:

1. The retired employee attaining age 65;
2. The retired employee failing to make required premium payments on a timely basis
3. The retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

B. Upon retirement from the District, a Related Service Professional shall be entitled to receive pay for each day of accumulated and unused Leave on the following basis:

- a. Option 1 - \$104.00 per day provided written notice is received by December 15th.
- b. Option 2 - \$84.00 per day provided written notice is received by January 15th.
- c. Option 3 - \$64.00 per day provided written notice is received by March 1st.
- d. Option 4 - \$50.00 per day provided written notice is received by May 1st.

However, a Related Service Professional will not be entitled to receive payment for accumulated Leave if the Related Service Professional fails to fulfill his or her employment contract or fails to submit a written notice of retirement on or before the date established by Kansas Statute. The Related Service Professional, at his/her discretion, may choose to receive this payment as a lump sum, delivered in the June 30th paycheck, or as a District paid 403(b) account.

APPENDIX: A

DE SOTO USD #232 SALARY SCHEDULE FOR 2018-19							
Step	BS	BS+15	MS	MS+15	MS+30	MS+45	Step
1	41,000	41,700	44,000	45,800	47,600	49,400	1
2	41,400	42,100	44,500	46,300	48,100	49,900	2
3	41,800	42,500	45,000	46,800	48,600	50,400	3
4	42,200	42,900	45,500	47,300	49,100	50,900	4
5	42,700	43,400	46,100	47,900	49,700	51,500	5
6	43,200	43,900	46,700	48,500	50,300	52,100	6
7	43,700	44,400	47,300	49,100	50,900	52,700	7
8	44,200	44,900	47,900	49,700	51,500	53,300	8
9	44,700	45,400	48,500	50,300	52,100	53,900	9
10	45,300	46,000	49,200	51,000	52,800	54,600	10
11	45,300	46,700	50,000	51,800	53,600	55,400	11
12	45,300	47,400	50,800	52,600	54,400	56,200	12
13	45,300	47,400	51,600	53,400	55,200	57,000	13
14	45,300	47,400	52,400	54,200	56,000	57,800	14
15	45,300	47,400	53,200	55,000	56,800	58,600	15
16	45,300	47,400	54,100	55,900	57,700	59,500	16
17	45,300	47,400	55,000	56,800	58,600	60,400	17
18	45,300	47,400	55,900	57,700	59,500	61,300	18
19	45,300	47,400	56,800	58,600	60,400	62,200	19
20	45,300	47,400	57,700	59,500	61,300	63,100	20
21	45,300	47,400	58,650	60,500	62,300	64,100	21
22	45,300	47,400	59,600	61,500	63,300	65,100	22
23	45,300	47,400	60,550	62,500	64,300	66,100	23
24	45,300	47,400	61,500	63,500	65,300	67,100	24
25	45,300	47,400	62,500	64,500	66,300	68,100	25
26	45,300	47,400	63,500	65,500	67,300	69,150	26
27	45,300	47,400	64,500	66,500	68,300	70,200	27
28	45,300	47,400	65,500	67,500	69,300	71,250	28
29	45,300	47,400	66,500	68,500	70,300	72,300	29
30	45,300	47,400	67,500	69,500	71,300	73,400	30

For the 2018-19 contract year those off the schedule will receive a \$1200 increase over their 2017-18 contract for 1.0 FTE, prorated if less than 1.0 FTE.

APPENDIX: B-1

2018-19 SUPPLEMENTAL POSITIONS

Category 1:

H.S. Head Football
H.S. Head Basketball
H.S. Head Track (Boys and Girls Combined)
H.S. Instrumental Music
H.S. Head Cheerleading

Category 2:

H.S. Head Wrestling

Category 3:

H.S. Head Baseball
H.S. Head Softball
H.S. Head Volleyball
H.S. Head Soccer (Boys or Girls)
H.S. Head Track (Boys or Girls)
H.S. Head Cross Country

Category 4:

H.S. Head Tennis (Boys or Girls)
H.S. Head Golf (Boys or Girls)
H.S. Head Bowling
H.S. Head Swimming
H.S. Head Drill/Dance Team
H.S. Head Drama
H.S. Vocal Music
H.S. Head Forensics
H.S. Head Debate

Category 5:

H.S. Assistant Football
H.S. Assistant Basketball
H.S. Assistant Wrestling
H.S. Assistant Track
H.S. Assistant Cheerleading
H.S. Weight Training Supervisor
H.S. Yearbook
H.S. Newspaper

Category 8:

H.S. Assistant Golf
H.S. Assistant Tennis
H.S. Assistant Bowling
H.S. Assistant Band
H.S. Assistant Swimming
M.S. Assistant Football
M.S. Assistant Basketball
M.S. Publications

Category 9:

H.S. Pep Club
H.S. Flag Team/Color Guard
H.S. Asst Drill/Dance Team
H.S. Robotics
H.S. Science Olympiad
M.S. Assistant Volleyball
M.S. Assistant Cross Country
M.S. Assistant Wrestling
M.S. Assistant Track
M.S. Head Drama
M.S. Pep Club
M.S. Vocal Music
M.S. Instrumental Music
M.S. Instrumental Music
M.S. Science Olympiad

Category 10:

H.S. Assistant Musical
H.S. FACS / FHA
H.S. DECA
M.S. STUCO
Elementary Music
Elementary District Band
District PDC Chairperson

Category 6:

H.S. Head Scholars Bowl
H.S. Assistant Baseball
H.S. Assistant Softball
H.S. Assistant Soccer
H.S. Assistant Volleyball
H.S. Assistant Cross Country
H.S. STUCO
H.S. Head NHS

Category 11:

H.S. Junior Class Sponsor
H.S. LITE Leadership Sponsor
H.S. Summer Conditioning
H.S. Assistant Forensics
H.S. Assistant Debate
H.S. Assistant Drama
H.S. Assistant STUCO
H.S. Pit Band Director

Category 7:

M.S. Head Football
M.S. Head Basketball
M.S. Head Track
M.S. Head Volleyball
M.S. Head Wrestling
M.S. Cheerleading
M.S. Cross Country

Category 12:

Lead Teacher K-8
H.S. Assistant Scholars Bowl
H.S. Assistant NHS
H.S. Asst. Science Olympiad
M.S. Assistant Drama
M.S. Math Team Sponsor
Elementary Yearbook
Building PDC Representative

Category 13:

Elementary Morning Choir
New Teacher Mentor
Elementary Student Leadership

APPENDIX: B-2

SUPPLEMENTAL SALARY SCHEDULE FOR 2018-19.					
CATEGORY	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$ 5,610	\$ 5,780	\$ 5,950	\$ 6,136	\$ 6,350
2	\$ 5,480	\$ 5,640	\$ 5,800	\$ 5,964	\$ 6,136
3	\$ 4,746	\$ 4,886	\$ 5,026	\$ 5,166	\$ 5,316
4	\$ 3,832	\$ 3,940	\$ 4,048	\$ 4,198	\$ 4,326
5	\$ 3,488	\$ 3,594	\$ 3,704	\$ 3,810	\$ 3,928
6	\$ 3,068	\$ 3,164	\$ 3,260	\$ 3,358	\$ 3,466
7	\$ 2,820	\$ 2,906	\$ 2,992	\$ 3,080	\$ 3,176
8	\$ 2,412	\$ 2,486	\$ 2,562	\$ 2,636	\$ 2,722
9	\$ 2,132	\$ 2,196	\$ 2,262	\$ 2,326	\$ 2,400
10	\$ 1,702	\$ 1,756	\$ 1,810	\$ 1,862	\$ 2,046
11	\$ 1,280	\$ 1,324	\$ 1,368	\$ 1,410	\$ 1,454
12	\$ 850	\$ 884	\$ 914	\$ 936	\$ 970
13	\$ 570	\$ 592	\$ 614	\$ 636	\$ 666

APPENDIX: C

EXTRA-DUTY PAY SCHEDULE

Timers and Scorekeepers

HIGH SCHOOL

Football Clock.....	\$30 /game
Football Clock (JV).....	\$28 /game
Basketball Scorekeeper.....	\$24 /game
Basketball Clock.....	\$24 /game
Baseball Scorekeeper.....	\$24 game
Softball Scorekeeper Book.....	\$24 /game
Wrestling Scorekeeper.....	\$17.00/hour *
Volleyball Scorekeeper Book and Clock.....	\$17.00/hour *
Soccer Scorekeeper.....	\$17.00/hour
Track Meet Starter.....	\$95/meet
All Other Track.....	\$11.75/hour

MIDDLE SCHOOL

Football Clock (7th & 8th).....	\$25 / game
Basketball Clock (7th & 8th).....	\$20.50 / game
Basketball Scorekeeper (7th & 8th).....	\$20.50 /game
Wrestling Scorekeeper.....	\$17.00/hour *
Volleyball Scorekeeper.....	\$17.00/hour *
Track Starter.....	\$75/meet

* Minimum of one (1) hour

MISCELLANEOUS – Hourly Rates

Volleyball Lines.....	\$11.75
Detention Study Hall.....	\$11.75
Regular Events (tickets, etc.).....	\$11.75
In-House Coverage - All Levels.....	\$18.00
Homebound.....	\$18.00
Summer Curriculum Work.....	\$16.25
AD HOC Committee.....	\$16.25
Summer School (ESY/Summer Credit Recovery).....	\$25.00

Appendix D:

Special Education Related Service Professionals Employment Parameters and Definitions

Special Education Related Service Professionals are an important and integral part of the entire instructional and support team in USD 232. Knowing the importance of supporting these professionals, the Related Service Handbook has been developed as a resource in sharing benefits, parameters, and procedures relevant to ongoing employment. Due to the unique nature of the Related Service Professionals licensure and employment status, Article II, Section 4 of the 2016-2017 Negotiated Agreement between the De Soto Teachers Association and the USD 232 Board of Education, shares that those covered by the Negotiated Agreement include “persons employed by the School District on a part-time or full-time basis, who are in professional, educational, or instructional positions that require a license issued by the Kansas Department of Education, but shall not mean any such person who is an administrative employee, substitute teacher, school improvement specialist, building level nurse, district level nurse, (Supervisor or Health Services Coordinator) special education related service positions, or any person who began receiving KPERS after July 1, 2007.”

Specifically, professional employees not covered by the negotiated agreement would include principals, school improvement specialists, associate principals, coordinators, speech/language pathologists, social workers, audiologists, occupational therapist, physical therapists, building level nurse, district supervisory nurse(s), and district level administration.

Each contract that is not covered by continuing contract law is signed for a specific term (one year). If the contract of a related service employee is terminated during the term, the employee has basic due process rights, including notice of the reasons for termination. The rights in regard to termination are constitutional, not statutory in nature.

A related service employee whose contract is not being renewed shall be notified of the non-renewal prior to the Kansas statutory continuing contract date.

APPENDIX: E

USD 232 SICK LEAVE POOL

The purpose of the sick leave pool is to assist professional employees who suffer prolonged or catastrophic illness. The sick leave pool is not intended for use for individuals who have depleted their sick days and experienced short term illness or disability. The sick leave pool shall be established as follows:

1. Each professional employee who wishes to participate in the sick leave pool may do so by contributing one leave day to the pool. Days contributed by the member become a permanent part of the pool.
2. Each person who wishes to offer a contribution to the pool will complete a form by September 15th.
3. Prior to September 15th of each school year, all individuals who previously contributed to the pool will be sent an e-mail by Human Resources/Payroll reminding them of their membership. Once a day has been contributed to the pool, it will not be necessary to contribute another day to retain membership until a redraw is required as described in Item #10.
4. Only those individuals participating in the pool will be eligible to apply for days from the pool.
5. Any member who wishes to access the sick leave pool for personal illness must be under the care of a licensed health care provider shall have depleted his/her accumulated Sick/Discretionary Leave, and must complete and submit a sick leave pool application form (see attached) to the sick leave pool screening committee.
6. The sick leave pool may not be used in conjunction with USD 232's Short Term Disability or Social Security Disability Benefits.
7. Family or Household Critical Care Needs: The sick leave pool may be used for critical health care of "immediate family" as defined in the Professional Negotiated Agreement.
 - a. To be eligible to benefit from this policy, the family or household member must be critically ill and require the presence of the employee to care for him/her. Short-term child care because a person is out of sick leave is not within the scope of this policy.
 - b. The family or household member must be under a licensed health care provider's written recommendation. Formal documentation to support family/household care needs shall be included with the completed sick leave pool application form. (see attached)
 - c. The committee has the discretion to seek additional information.
8. Written notification of approval or other disposition of the application will be made by the screening committee to the applicant.

9. Participating members of the sick leave pool may receive no more than 20 days from the pool in any one school year. Approved days will be awarded in no more than ten day increments at the discretion of the sick leave pool committee.
10. Should the pool drop below 30 days, members will be notified. To retain membership, it will then be necessary to contribute another day. No current member shall be denied participation when the pool is redrawn due to a depletion of their sick/Discretionary Leave days. In such a case, one day will be taken from the certified employee's accumulated days the following year.
11. The sick leave pool screening committee will consist of three members (chosen from a group of members identified annually): One appointed by the superintendent and two professional employees appointed by DTA will serve on the committee at each meeting. Employees with relevant information regarding the pool, sick leave, disability leave, or other pertinent information may be invited to consult.

I hereby offer to contribute one of my sick/Discretionary Leave days to the pool:

Signature of Employee

Date

Please send this signed and dated document to the Human Resources Department through inner school mail by September 15th.

SICK LEAVE POOL EMPLOYEE APPLICATION FORM

(To be completed by person requesting access to the Sick Leave Pool)

Last Name First Name Middle Initial

Current Building Present Position/Subject Area

Full Time () Part Time ()

Date of Request: _____ **Number of Days Requested** _____

Have you currently exhausted all of your current sick/Discretionary Leave?

Yes No

Are you currently receiving disability benefits from USD 232's Short Term Disability or Social Security Disability Benefits?

Yes No

Reason for Request: Please note all applicants must attach appropriate **documentation from a licensed health care provider** regarding absence.

Employee's Signature _____

Immediate Supervisor's Signature _____

Please forward to the Human Resources Department following supervisor's signature acknowledging awareness of request.

SICK LEAVE POOL COMMITTEE ACTION

Date request was received by the Sick Leave Pool Committee: _____

Denied ()

Approved () Number of days granted: _____ **Date** _____



Unified School District 232



De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Lee Hanson, M.Ed
Director of Special Services

To: Members of the Board of Education
Mr. Frank Harwood, Superintendent of Schools
From: Lee Hanson, Director of Special Services
Date: 07/03/18
Subject: 2019 VI-B Federal Funds and Assurances (CONSENT)

Brief Summary:

Please find attached the 2018-2019 Local Education Agency (LEA) Assurances for the *Individuals with Disabilities* (IDEA) Part B Funds. As part of the Kansas Waiver, each participating LEA must annually ensure that all programs for children will be operated in compliance with all applicable state and federal statutes, rules, and regulations. By approving the attached LEA Assurances pertaining to eligibility and implementation, we are indicating that USD 232 meets the conditions outlined in federal regulations and that we have policies, procedures, and programs in place to support the federal requirements for Fiscal Year (FY)19. As communicated in June, I am requesting approval of these assurances to allow the district to begin accessing Federal VI-B funds for FY19.

KANSAS STATE DEPARTMENT OF EDUCATION

Local Education Agency (LEA) Application for The Individuals with Disabilities Education Act (IDEA) Part B Funds

LEA ASSURANCES

Section I. General Grant Assurances for Federal Funds

Throughout the period of the grant award, the LEA will comply with all requirements of:

The Individuals with Disabilities Education Act (IDEA) as Amended by the Individuals with Disabilities Education Act Amendments of 2004 (PL 108-446) and its implementing regulations;

The Kansas Special Education for Exceptional Children Act and the Kansas State Board of Education's administrative regulations on special education;

The LEA will make a good faith effort, on a continuing basis, to maintain a drug-free workplace, in accordance with the measures in 34 CFR Part 84, Subpart B and the Drug-Free Workplace Act of 1988;

The Education Department General Administrative Regulations (EDGAR) 34 CFR 76 requirements that are not inconsistent with IDEA, including:

34 CFR §76.500(a) Federal statutes and regulations on nondiscrimination.

(a) A State and a subgrantee shall comply with the following statutes and regulations:

Subject	Statute	Regulation
Discrimination on the basis of race, color, or national origin	Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000d through 2000d-4)	34 CFR part 100.
Discrimination on the basis of sex	Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683)	34 CFR part 106.
Discrimination on the basis of handicap	Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)	34 CFR part 104.
Discrimination on the basis of age	The Age Discrimination Act (42 U.S.C. 6101 <i>et seq.</i>)	34 CFR part 110.

(b) A State or subgrantee that is a covered entity as defined in §108.3 of this title shall comply with the nondiscrimination requirements of the Boy Scouts of America Equal Access Act, 20 U.S.C. 7905, 34 CFR part 108.

(Authority: 20 U.S.C. 1221e-3, 3474, and 6511(a))

[45 FR 22497, Apr. 3, 1980. Redesignated at 45 FR 77368, Nov. 21, 1980, as amended at 71 FR 15002, Mar. 24, 2006]

34 CFR §76.650 Private schools; purpose of §§76.651-76.662.

(a) Under some programs, the authorizing statute requires that a State and its subgrantees provide for participation by students enrolled in private schools. Sections 76.651-76.662 apply to those programs and provide rules for that participation. These sections do not affect the authority of the State or a subgrantee to enter into a contract with a private party.

(b) If any other rules for participation of students enrolled in private schools apply under a particular program, they are in the authorizing statute or implementing regulations for that program.

(Authority: 20 U.S.C. 1221e-3 and 3474)

Note: Some program statutes authorize the Secretary—under certain circumstances—to provide benefits directly to private school students. These “bypass” provisions—where they apply—are implemented in the individual program regulations.

34 CFR §76.700 Compliance with statutes, regulations, State plan, and applications.

A State and a subgrantee shall comply with the State plan and applicable statutes, regulations, and approved applications, and shall use Federal funds in accordance with those statutes, regulations, plan, and applications.

(Authority: 20 U.S.C. 1221e-3, 3474, and 6511(a))

34 CFR §76.701 The State or subgrantee administers or supervises each project.

A State or a subgrantee shall directly administer or supervise the administration of each project.

(Authority: 20 U.S.C. 1221e-3, 3474, and 6511(a))

34 CFR §76.702 Fiscal control and fund accounting procedures.

A State and a subgrantee shall use fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds.

(Authority: 20 U.S.C. 1221e-3, 3474, and 6511(a))

34 CFR §76.709 Funds may be obligated during a “carryover period.”

(a) If a State or a subgrantee does not obligate all of its grant or subgrant funds by the end of the fiscal year for which Congress appropriated the funds, it may obligate the remaining funds during a carryover period of one additional fiscal year.

(b) The State shall return to the Federal Government any carryover funds not obligated by the end of the carryover period by the State and its subgrantees.

Note: This section is based on a provision in the General Education Provisions Act (GEPA). Section 427 of the Department of Education Organization Act (DEOA), 20 U.S.C. 3487, provides that except to the extent inconsistent with the DEOA, the GEPA “shall apply to functions transferred by this Act to the extent applicable on the day preceding the effective date of this Act.” Although standardized nomenclature is used in this section to reflect the creation of the Department of Education, there is no intent to extend the coverage of the GEPA beyond that authorized under section 427 or other applicable law.

(Authority: U.S.C. 1221e-3, 1225(b), and 3474)

[45 FR 22517, Apr. 3, 1980. Redesignated at 45 FR 77368, Nov. 21, 1980, as amended at 45 FR 86296, Dec. 30, 1980. Redesignated at 60 FR 41295, Aug. 11, 1995]

34 CFR §76.722 Subgrantee reporting requirements.

A State may require a subgrantee to submit reports in a manner and format that assists the State in complying with the requirements under 34 CFR 76.720 and in carrying out other responsibilities under the program.

(Authority: 20 U.S.C. 1221e-3, 1231a, and 3474)

[72 FR 3703, Jan. 25, 2007]

34 CFR §76.730 Records related to grant funds.

A State and a subgrantee shall keep records that fully show:

- (a) The amount of funds under the grant or subgrant;
- (b) How the State or subgrantee uses the funds;
- (c) The total cost of the project;
- (d) The share of that cost provided from other sources; and
- (e) Other records to facilitate an effective audit.

(Approved by the Office of Management and Budget under control number 1880-0513)

(Authority: 20 U.S.C. 1232f)

[45 FR 22517, Apr. 3, 1980. Redesignated at 45 FR 77368, Nov. 21, 1980, as amended at 53 FR 49143, Dec. 6, 1988]

34 CFR §76.731 Records related to compliance.

A State and a subgrantee shall keep records to show its compliance with program requirements.

(Authority: 20 U.S.C. 1221e-3, 3474, and 6511(a))

The Uniform Grant Guidance, 2 CFR §200 all applicable subrecipient requirements, notably including but not limited to:

2 CFR Subpart D – Post Federal Award Requirements

- §200.302 Financial management.
- §200.303 Internal controls.
- §200.305 Payment.
- §200.313 Equipment.
- §200.314 Supplies.
- §200.318 General procurement standards.
- §200.320 Methods of procurement to be followed;

2 CFR 200 Subpart E: Cost Principles:

- §200.403 Factors affecting allowability of costs.
- §200.404 Reasonable costs.
- §200.405 Allocable costs.
- §200.413 Direct costs.
- §200.415 Required certifications.
- §200.430 Compensation—personal services.

The Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' Responsibilities and makes the following certification by signing this application:

The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for such failure.

Section II. IDEA Part B Grant Assurances

An LEA is eligible for assistance under Part B of the Act for a fiscal year if the agency submits a plan that provides assurances to the SEA that the LEA meets each of the conditions in §§300.201 through 300.213.

(Authority: 20 U.S.C. 1413(a))

34 CFR §300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established under §§300.101 through 300.163, and §§300.165 through 300.174.

(Approved by the Office of Management and Budget under control number 1820-0600)

(Authority: 20 U.S.C. 1413(a)(1))

34 CFR §300.202 Use of amounts.

(a) *General.* Amounts provided to the LEA under Part B of the Act—

- (1) Must be expended in accordance with the applicable provisions of this part;
- (2) Must be used only to pay the excess costs of providing special education and related services to children with disabilities, consistent with paragraph (b) of this section; and
- (3) Must be used to supplement State, local, and other Federal funds and not to supplant those funds.

(b) *Excess cost requirement—*(1) *General.* (i) The excess cost requirement prevents an LEA from using funds provided under Part B of the Act to pay for all of the costs directly attributable to the education of a child with a disability, subject to paragraph (b)(1)(ii) of this section.

(ii) The excess cost requirement does not prevent an LEA from using Part B funds to pay for all of the costs directly attributable to the education of a child with a disability in any of the ages 3, 4, 5, 18, 19, 20, or 21, if no local or State funds are available for nondisabled children

of these ages. However, the LEA must comply with the nonsupplanting and other requirements of this part in providing the education and services for these children.

(2)(i) An LEA meets the excess cost requirement if it has spent at least a minimum average amount for the education of its children with disabilities before funds under Part B of the Act are used.

(ii) The amount described in paragraph (b)(2)(i) of this section is determined in accordance with the definition of *excess costs* in §300.16. That amount may not include capital outlay or debt service.

(3) If two or more LEAs jointly establish eligibility in accordance with §300.223, the minimum average amount is the average of the combined minimum average amounts determined in accordance with the definition of excess costs in §300.16 in those agencies for elementary or secondary school students, as the case may be.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(2)(A))

34 CFR §300.203 Maintenance of effort.

(a) *Eligibility standard.* (1) For purposes of establishing the LEA's eligibility for an award for a fiscal year, the SEA must determine that the LEA budgets, for the education of children with disabilities, at least the same amount, from at least one of the following sources, as the LEA spent for that purpose from the same source for the most recent fiscal year for which information is available:

- (i) Local funds only;
- (ii) The combination of State and local funds;
- (iii) Local funds only on a per capita basis; or
- (iv) The combination of State and local funds on a per capita basis.

(2) When determining the amount of funds that the LEA must budget to meet the requirement in paragraph (a)(1) of this section, the LEA may take into consideration, to the extent the information is available, the exceptions and adjustment provided in §§300.204 and 300.205 that the LEA:

- (i) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which the LEA is budgeting; and
- (ii) Reasonably expects to take in the fiscal year for which the LEA is budgeting.

(3) Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the LEA is required to account to the Federal government directly or through the SEA may not be considered in determining whether an LEA meets the standard in paragraph (a)(1) of this section.

(b) *Compliance standard.* (1) Except as provided in §§300.204 and 300.205, funds provided to an LEA under Part B of the Act must not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from local funds below the level of those expenditures for the preceding fiscal year.

(2) An LEA meets this standard if it does not reduce the level of expenditures for the education of children with disabilities made by the LEA from at least one of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in §§300.204 and 300.205:

- (i) Local funds only;
- (ii) The combination of State and local funds;
- (iii) Local funds only on a per capita basis; or

(iv) The combination of State and local funds on a per capita basis.

(3) Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the LEA is required to account to the Federal government directly or through the SEA may not be considered in determining whether an LEA meets the standard in paragraphs (b)(1) and (2) of this section.

(c) *Subsequent years.* (1) If, in the fiscal year beginning on July 1, 2013 or July 1, 2014, an LEA fails to meet the requirements of §300.203 in effect at that time, the level of expenditures required of the LEA for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not the LEA's reduced level of expenditures.

(2) If, in any fiscal year beginning on or after July 1, 2015, an LEA fails to meet the requirement of paragraph (b)(2)(i) or (iii) of this section and the LEA is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures required of the LEA for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(i) or (iii) in the absence of that failure, not the LEA's reduced level of expenditures.

(3) If, in any fiscal year beginning on or after July 1, 2015, an LEA fails to meet the requirement of paragraph (b)(2)(ii) or (iv) of this section and the LEA is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures required of the LEA for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(ii) or (iv) in the absence of that failure, not the LEA's reduced level of expenditures.

(d) *Consequence of failure to maintain effort.* If an LEA fails to maintain its level of expenditures for the education of children with disabilities in accordance with paragraph (b) of this section, the SEA is liable in a recovery action under section 452 of the General Education Provisions Act (20 U.S.C. 1234a) to return to the Department, using non-Federal funds, an amount equal to the amount by which the LEA failed to maintain its level of expenditures in accordance with paragraph (b) of this section in that fiscal year, or the amount of the LEA's Part B subgrant in that fiscal year, whichever is lower.

(Approved by the Office of Management and Budget under control number 1820-0600)

(Authority: 20 U.S.C. 1413(a)(2)(A), Pub. L. 113-76, 128 Stat. 5, 394 (2014), Pub. L. 113-235, 128 Stat. 2130, 2499 (2014)) [80 FR 23666, Apr. 28, 2015]

Note: An LEA may apply the exceptions in §300.204 and the adjustment in §300.205 to meet both the eligibility and compliance standards. When determining the amount of funds that an LEA must budget to meet the eligibility standard, the LEA may take into consideration, to the extent the information is available, the exceptions and adjustment that the LEA: (i) took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which the LEA is budgeting; and (ii) reasonably expects to take in the fiscal year for which the LEA is budgeting. (From OSEP Memo 15-10, Issuance of Guidance on the Final Local Educational Agency (LEA) Maintenance of Effort (MOE) Regulations under Part B of the Individuals with Disabilities Education Act (IDEA), July 27, 2015.)

34 CFR §300.204 Exception to maintenance of effort.

Notwithstanding the restriction in §300.203(b), an LEA may reduce the level of expenditures by the LEA under Part B of the Act below the level of those expenditures for the preceding fiscal year if the reduction is attributable to any of the following:

(a) The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.

(b) A decrease in the enrollment of children with disabilities.

(c) The termination of the obligation of the agency, consistent with this part, to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child—

(1) Has left the jurisdiction of the agency;

(2) Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or

(3) No longer needs the program of special education.

(d) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.

(e) The assumption of cost by the high cost fund operated by the SEA under §300.704(c).

(Approved by the Office of Management and Budget under control number 1820-0600)

(Authority: 20 U.S.C. 1413(a)(2)(B))

[71 FR 46753, Aug. 14, 2006, as amended at 80 FR 23667, Apr. 28, 2015]

34 CFR §300.205 Adjustment to local fiscal efforts in certain fiscal years.

(a) *Amounts in excess.* Notwithstanding §300.202(a)(2) and (b) and §300.203(b), and except as provided in paragraph (d) of this section and §300.230(e)(2), for any fiscal year for which the allocation received by an LEA under §300.705 exceeds the amount the LEA received for the previous fiscal year, the LEA may reduce the level of expenditures otherwise required by §300.203(b) by not more than 50 percent of the amount of that excess.

(b) *Use of amounts to carry out activities under ESEA.* If an LEA exercises the authority under paragraph (a) of this section, the LEA must use an amount of local funds equal to the reduction in expenditures under paragraph (a) of this section to carry out activities that could be supported with funds under the ESEA regardless of whether the LEA is using funds under the ESEA for those activities.

(c) *State prohibition.* Notwithstanding paragraph (a) of this section, if an SEA determines that an LEA is unable to establish and maintain programs of FAPE that meet the requirements of section 613(a) of the Act and this part or the SEA has taken action against the LEA under section 616 of the Act and subpart F of these regulations, the SEA must prohibit the LEA from reducing the level of expenditures under paragraph (a) of this section for that fiscal year.

(d) *Special rule.* The amount of funds expended by an LEA for early intervening services under §300.226 shall count toward the maximum amount of expenditures that the LEA may reduce under paragraph (a) of this section.

(Approved by the Office of Management and Budget under control number 1820-0600)

(Authority: 20 U.S.C. 1413(a)(2)(C))

[71 FR 46753, Aug. 14, 2006, as amended at 80 FR 23667, Apr. 28, 2015]

34 CFR §300.206 Schoolwide programs under title I of the ESEA.

(a) *General.* Notwithstanding the provisions of §§300.202 and 300.203 or any other provision of Part B of the Act, an LEA may use funds received under Part B of the Act for any fiscal year to carry out a schoolwide program under section 1114 of the ESEA, except that the amount used in any schoolwide program may not exceed—

(1)(i) The amount received by the LEA under Part B of the Act for that fiscal year; divided by

(ii) The number of children with disabilities in the jurisdiction of the LEA; and multiplied by

(2) The number of children with disabilities participating in the schoolwide program.

(b) *Funding conditions.* The funds described in paragraph (a) of this section are subject to the following conditions:

(1) The funds must be considered as Federal Part B funds for purposes of the calculations required by §300.202(a)(2) and (a)(3).

(2) The funds may be used without regard to the requirements of §300.202(a)(1).

(c) *Meeting other Part B requirements.* Except as provided in paragraph (b) of this section, all other requirements of Part B of the Act must be met by an LEA using Part B funds in accordance with paragraph (a) of this section, including ensuring that children with disabilities in schoolwide program schools—

(1) Receive services in accordance with a properly developed IEP; and

(2) Are afforded all of the rights and services guaranteed to children with disabilities under the Act.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(2)(D))

34 CFR §300.207 Personnel development.

The LEA must ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared, subject to the requirements of §300.156 (related to personnel qualifications) and section 2102(b) of the ESEA.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(3))
[71 FR 46753, Aug. 14, 2006, as amended at 82 FR 29761, June 30, 2017]

34 CFR §300.208 Permissive use of funds.

(a) *Uses.* Notwithstanding §§300.202, 300.203(b), and 300.162(b), funds provided to an LEA under Part B of the Act may be used for the following activities:

(1) *Services and aids that also benefit nondisabled children.* For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to a child with a disability in accordance with the IEP of the child, even if one or more nondisabled children benefit from these services.

(2) *Early intervening services.* To develop and implement coordinated, early intervening educational services in accordance with §300.226.

(3) *High cost special education and related services.* To establish and implement cost or risk sharing funds, consortia, or cooperatives for the LEA itself, or for LEAs working in a consortium of which the LEA is a part, to pay for high cost special education and related services.

(b) *Administrative case management.* An LEA may use funds received under Part B of the Act to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the IEP of children with disabilities that is needed for the implementation of those case management activities.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(4))
[71 FR 46753, Aug. 14, 2006, as amended at 80 FR 23667, Apr. 28, 2015]

34 CFR §300.209 Treatment of charter schools and their students.

(a) *Rights of children with disabilities.* Children with disabilities who attend public charter schools and their parents retain all rights under this part.

(b) *Charter schools that are public schools of the LEA.* (1) In carrying out Part B of the Act and these regulations with respect to charter schools that are public schools of the LEA, the LEA must—

(i) Serve children with disabilities attending those charter schools in the same manner as the LEA serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on the site to its other public schools; and

(ii) Provide funds under Part B of the Act to those charter schools—

(A) On the same basis as the LEA provides funds to the LEA's other public schools, including proportional distribution based on relative enrollment of children with disabilities; and

(B) At the same time as the LEA distributes other Federal funds to the LEA's other public schools, consistent with the State's charter school law.

(2) If the public charter school is a school of an LEA that receives funding under §300.705 and includes other public schools—

(i) The LEA is responsible for ensuring that the requirements of this part are met, unless State law assigns that responsibility to some other entity; and

(ii) The LEA must meet the requirements of paragraph (b)(1) of this section.

(c) *Public charter schools that are LEAs.* If the public charter school is an LEA, consistent with §300.28, that receives funding under §300.705, that charter school is responsible for ensuring that the requirements of this part are met, unless State law assigns that responsibility to some other entity.

(d) *Public charter schools that are not an LEA or a school that is part of an LEA.* (1) If the public charter school is not an LEA receiving funding under §300.705, or a school that is part of an LEA receiving funding under §300.705, the SEA is responsible for ensuring that the requirements of this part are met.

(2) Paragraph (d)(1) of this section does not preclude a State from assigning initial responsibility for ensuring the requirements of this part are met to another entity. However, the SEA must maintain the ultimate responsibility for ensuring compliance with this part, consistent with §300.149.

(Approved by the Office of Management and Budget under control number 1820-0600) (Authority: 20 U.S.C. 1413(a)(5))

34 CFR §300.210 Purchase of instructional materials.

(a) *General.* Not later than December 3, 2006, an LEA that chooses to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those instructional materials in the same manner, and subject to the same conditions as an SEA under §300.172.

(b) *Rights of LEA.* (1) Nothing in this section shall be construed to require an LEA to coordinate with the NIMAC.

(2) If an LEA chooses not to coordinate with the NIMAC, the LEA must provide an assurance to the SEA that the LEA will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

(3) Nothing in this section relieves an LEA of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities in §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(6))

Note: Kansas has defined 'timely manner' as; the responsible public agency has taken all reasonable steps to ensure that needed instructional materials, including instructional materials that cannot be produced from NIMAS files, are provided in accessible formats to blind or other children with print disabilities at the same time as nondisabled children receive instructional materials. The definition for timely manner applies to all children with disabilities that need instructional materials provided in an accessible format regardless of the eligibility requirements of NIMAS.

34 CFR §300.211 Information for SEA.

The LEA must provide the SEA with information necessary to enable the SEA to carry out its duties under Part B of the Act, including, with respect to §§300.157 and 300.160, information relating to the performance of children with disabilities participating in programs carried out under Part B of the Act.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(7))

34 CFR §300.212 Public information.

The LEA must make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the agency under Part B of the Act.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(8))

34 CFR §300.213 Records regarding migratory children with disabilities.

The LEA must cooperate in the Secretary's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children.

(Approved by the Office of Management and Budget under control number 1820-0600)
(Authority: 20 U.S.C. 1413(a)(9))

Section III. National Instructional Materials Accessibility Center (NIMAC) Opt-in/Opt-Out Assurance

A Local Education Area (LEA) has a choice to coordinate with the National Instructional Materials Access Center (NIMAC) or to implement the standard without coordinating with the National Instructional Materials Access Center (NIMAC). 34 CFR §300.210

Please select the appropriate box to indicate the LEAs choice to opt-in or out of the NIMAC to implement the NIMAS Standard:

OPT-IN The LEA coordinates with the National Instructional Materials Access Center and, as part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, enters into a written contract with the publisher of the print instructional materials to:

- (a) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Materials Center (NIMAC), electronic files containing the contents of the print instructional materials using the NIMAS standard

Or

- (b) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats.

OPT-OUT The LEA has chosen not to coordinate with the National Instructional Materials Access Center but assures that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

CERTIFICATION

HEREBY CERTIFY that the applicant has read and understands the General and IDEA grant assurances and will comply with such assurances.

Name of Local Board Official:

Board Approved Date:



De Soto Unified School District 232

Starside Elementary School
35400 W 91st St
De Soto, KS 66018-8420

Phone: (913) 667-6270
Fax: (913) 667-6271
Web: se.usd232.org

Mrs. Kris Meyer
Principal

Mrs. Jan Hicks
School Improvement
Specialist

Ms. McKenzi Crow
Counselor

Mrs. Jackie Johnson
Lead Secretary

Date: June 4, 2018
To: Board of Education, USD 232
Frank Harwood, Superintendent of Schools
From: Kris Meyer, Principal, Starside Elementary
Subject: School Contribution

I seek the approval of our Board of Education to accept the contribution in the amount of \$7,000.00 to Starside Elementary School for the purchase of the Ten Block Schedule for Math Fluency. With this generous donation from a donor who requests to be unnamed, our goal is to improve Tier I math fact fluency by acquiring classroom instructional resource materials, student manipulatives, and professional development for classroom teachers. Monies will be used to purchase:

- Ten Block Schedule for Math Fluency (Teacher Manuals) (\$3698)
- Grades K-2 Training DVD (\$699)
- Grades 3-6 Training DVD (\$699)
- Random Number CDs (\$430)
- Student Manipulatives (\$1620)
- Classroom Posters/Riddles (\$66)
- Storage Containers for classroom kits (manipulatives, teacher materials, etc.) (\$550)
- Printing materials (\$200 approx.)
- Tax and Shipping (\$400 approx.)

The Ten Block Schedule for Math Fluency and supporting materials include in-class supports for students struggling with math fact fluency, practice for students on and above grade level, materials for whole group and small group instruction, and provide assessments and monitoring tools for classroom teachers. (Check #496593, dated 5/31/18)

Respectfully submitted for Board approval,

Kris Meyer



Unified School District 232

Human Resources

Carrie Handy - Director of Human Resources - Elementary
Brian Schwanz - Director of Human Resources - Secondary

To: USD 232 Board of Education
Frank Harwood, Superintendent of Schools
From: USD 232 Human Resources Department
Date: July 3, 2018
RE: Tentative Agreement for 2018-2019 Professional Negotiated Agreement
(ACTION)

The purpose of this communication is to share that we have reached a tentative agreement with the De Soto Teachers' Association in regards to the Professional Negotiated Agreement for the 2018-2019 school year. The BOE's negotiations team recommends approval of the tentative agreement. Attached you will find a summary of the outlined changes from last year's language to the tentatively agreed upon language. Please let us know if you have any questions and thank you for your support!

USD 232 2018 - 2019 NEGOTIATIONS

PNA ~ TENTATIVE AGREEMENT

COMPENSATION

SALARY

- Increase the base salary by \$1,500 (\$41,000 starting salary base), allow vertical movement and horizontal movement, add **\$1,200** to individuals off the bottom of the schedule resulting in an average increase of 4.1%
- Accept the recommendations of the Supplemental Committee as listed below and increase all supplemental cells by 3%, combined increase of 4.06% (includes adding of new positions)
 - Create a new position: Assistant Science Olympiad at Category XII
 - Create a new position: Elementary Student Leadership at Category XIII
 - Move HS Assistant Band from Category XI to Category VIII
 - Move Head Cheer from Category II to Category I
 - Change the hourly rate of In-House Coverage from \$16.25 an hour to \$18.00 an hour
 - Change the hourly rate of Homebound from \$16.25 an hour to \$18.00 an hour
- Increase salary cost: \$1,140,723

BENEFITS

- Health Insurance: Continue Single Coverage - Premiums are projected to increase approximately 8.5%
- Dental Insurance: Continue Single Coverage – No increase
- Increase Benefits Cost: \$147,519 (from January 1-June 30, 2019)

TOTAL COMPENSATION PACKAGE PERCENT INCREASE FOR CERTIFIED STAFF APPROXIMATELY 4.6%

CONTRACT LANGUAGE AMENDMENTS:

ARTICLE X: LEAVES OF ABSENCE

- Increase the number of Blackout days from five (5) to ten (10) at the beginning of the school year
- Add options with increased compensation regarding the District purchasing of general leave
- Add language regarding the sell back of leave at \$64 per day
- Change Leave to eight (8) days of discretionary leave and four (4) days personal leave

ARTICLE XI: FRINGE BENEFITS

- Add language regarding the ability for two married professional employees that are employed by the Board of Education to pool their provided benefit allowance
- Increase tuition reimbursement to an amount not to exceed \$225 per fiscal year
- Modify the language regarding the funding source with updated language regarding reimbursement of a paid course.

ARTICLE XIII: PROFESSIONAL DAY

- Add language regarding the compensation for loss of personal plan time at the rate established in Appendix C
- Delete the variance sunset language

ARTICLE XV: USD 232 RETIREMENT PROGRAM

- Add options with increased compensation regarding the retirement of a professional employee

****ALL OTHER CONTRACT LANGUAGE WILL REMAIN AS CURRENT CONTRACT****

DE SOTO USD #232 SALARY SCHEDULE FOR 2017-18							
Step	BS	BS+15	MS	MS+15	MS+30	MS+45	Step
1	39,500	40,300	42,800	44,600	46,400	48,200	1
2	39,900	40,700	43,300	45,100	46,900	48,700	2
3	40,300	41,100	43,800	45,600	47,400	49,200	3
4	40,700	41,500	44,300	46,100	47,900	49,700	4
5	41,200	42,000	44,900	46,700	48,500	50,300	5
6	41,700	42,500	45,500	47,300	49,100	50,900	6
7	42,200	43,000	46,100	47,900	49,700	51,500	7
8	42,700	43,500	46,700	48,500	50,300	52,100	8
9	43,200	44,000	47,300	49,100	50,900	52,700	9
10	43,800	44,600	48,000	49,800	51,600	53,400	10
11	43,800	45,300	48,800	50,600	52,400	54,200	11
12	43,800	46,000	49,600	51,400	53,200	55,000	12
13	43,800	46,000	50,400	52,200	54,000	55,800	13
14	43,800	46,000	51,200	53,000	54,800	56,600	14
15	43,800	46,000	52,000	53,800	55,600	57,400	15
16	43,800	46,000	52,900	54,700	56,500	58,300	16
17	43,800	46,000	53,800	55,600	57,400	59,200	17
18	43,800	46,000	54,700	56,500	58,300	60,100	18
19	43,800	46,000	55,600	57,400	59,200	61,000	19
20	43,800	46,000	56,500	58,300	60,100	61,900	20
21	43,800	46,000	57,450	59,300	61,100	62,900	21
22	43,800	46,000	58,400	60,300	62,100	63,900	22
23	43,800	46,000	59,350	61,300	63,100	64,900	23
24	43,800	46,000	60,300	62,300	64,100	65,900	24
25	43,800	46,000	61,300	63,300	65,100	66,900	25
26	43,800	46,000	62,300	64,300	66,100	67,950	26
27	43,800	46,000	63,300	65,300	67,100	69,000	27
28	43,800	46,000	64,300	66,300	68,100	70,050	28
29	43,800	46,000	65,300	67,300	69,100	71,100	29
30	43,800	46,000	66,300	68,300	70,100	72,200	30

For the 2017-18 contract year those off the schedule in the Masters columns will receive a \$1000 increase over their 2016-17 contract for 1.0 FTE, prorated if less than 1.0 FTE.

SALARY INFORMATION 2018-2019

DE SOTO USD #232 SALARY SCHEDULE FOR 2018-19 (\$1500 Added to 17-18 Base w/cell changes)							
Step	BS	BS+15	MS	MS+15	MS+30	MS+45	Step
1	41,000	41,700	44,000	45,800	47,600	49,400	1
2	41,400	42,100	44,500	46,300	48,100	49,900	2
3	41,800	42,500	45,000	46,800	48,600	50,400	3
4	42,200	42,900	45,500	47,300	49,100	50,900	4
5	42,700	43,400	46,100	47,900	49,700	51,500	5
6	43,200	43,900	46,700	48,500	50,300	52,100	6
7	43,700	44,400	47,300	49,100	50,900	52,700	7
8	44,200	44,900	47,900	49,700	51,500	53,300	8
9	44,700	45,400	48,500	50,300	52,100	53,900	9
10	45,300	46,000	49,200	51,000	52,800	54,600	10
11	45,300	46,700	50,000	51,800	53,600	55,400	11
12	45,300	47,400	50,800	52,600	54,400	56,200	12
13	45,300	47,400	51,600	53,400	55,200	57,000	13
14	45,300	47,400	52,400	54,200	56,000	57,800	14
15	45,300	47,400	53,200	55,000	56,800	58,600	15
16	45,300	47,400	54,100	55,900	57,700	59,500	16
17	45,300	47,400	55,000	56,800	58,600	60,400	17
18	45,300	47,400	55,900	57,700	59,500	61,300	18
19	45,300	47,400	56,800	58,600	60,400	62,200	19
20	45,300	47,400	57,700	59,500	61,300	63,100	20
21	45,300	47,400	58,650	60,500	62,300	64,100	21
22	45,300	47,400	59,600	61,500	63,300	65,100	22
23	45,300	47,400	60,550	62,500	64,300	66,100	23
24	45,300	47,400	61,500	63,500	65,300	67,100	24
25	45,300	47,400	62,500	64,500	66,300	68,100	25
26	45,300	47,400	63,500	65,500	67,300	69,150	26
27	45,300	47,400	64,500	66,500	68,300	70,200	27
28	45,300	47,400	65,500	67,500	69,300	71,250	28
29	45,300	47,400	66,500	68,500	70,300	72,300	29
30	45,300	47,400	67,500	69,500	71,300	73,400	30

For the 2018-19 contract year those off the schedule will receive a \$1200 increase over their 2017-18 contract for 1.0 FTE, prorated if less than 1.0 FTE.

ARTICLE X: LEAVES OF ABSENCE

2017-2018 Version

ARTICLE X: LEAVES OF ABSENCE

A. Definitions

1. "Leave" is defined as absence from duty for which no deduction is made in regular monthly or annual compensation of the employee.
2. "Days" is defined as days on which the employee drawing leave would normally have reported for duty.
3. "Sick Leave" is defined as an absence from duty due to illness, medical and dental appointment, physical disability, or mental incapacity of the Professional Employee or a member of his/her immediate family for which approved leave will be allowed without deduction in pay, provided Professional Employee has unused sick leave available for use.
4. "Immediate family" shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.

Certified employees may apply for general and long-term leaves of absence in accordance with policies described below.

B. General Leave

Short term absences for Leave (considered 10 or fewer consecutive work days) may be granted for approved reasons as outlined below, including personal illness, immediate family illness, Discretionary Leave, bereavement leave, observance of denominational religious holidays and civic duty leave.

1. Discretionary Leave

a. Parameters

- i. Full-time Professional Employees shall receive 8 (eight) days of Discretionary Leave and 4 (four) days of Protected Discretionary Leave each year they are employed by the District on the first report day of the contract year.
- ii. The 8 (eight) days of current year Discretionary Leave (days which can be used for any reason) must be exhausted before accrued sick leave can be used.
- iii. The 4 (four) days of Protected Discretionary Leave may be used for any reason and these do not have to be exhausted prior to using accrued sick leave.
- iv. Unused Discretionary and Protected Discretionary Leave will be converted to accrued sick leave prior to August 31 of each year. No more than 130 days of leave may be accumulated.
- v. The District will comply with all provisions and requirements of the Family and Medical Leave Act of 1993.
- vi. A Professional Employee shall be entitled to use Leave in increments of 15 minutes.

b. Request for Leave

- i. Approval of the specific day or days to be used for Discretionary Leave shall be the responsibility of the Building Principal or his/her designee in order to permit scheduling of substitutes, continuity with the instructional program, and preventing possible conflicts of District meetings.
- ii. All requests for Leave not of an emergency nature must be submitted via the Skyward System to the building administrator. Leave of one (1) day or less duration must be submitted 24 hours prior to the requested date of leave. Leave of more than one (1) day duration must be submitted five (5) days prior to use and must be administrator approved unless a violation of law.
- iii. Leave not related to illness, bereavement, observance of denominational religious holidays, and civic duty is limited to no more than five (5) consecutive days at any one time.
- iv. For Leave of an emergency nature, a request must be submitted within 24 hours of returning to work. For purposes of this section, an "emergency" is an unforeseen combination of circumstances, or the resulting state, which requires immediate action,

including illness.

- v. Except under emergency conditions or extraordinary circumstances, such as a wedding, funeral (see bereavement), high school or post high school graduation and school sponsored graduation related activities, or military deployment of individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship, Discretionary Leave will not be approved for use during the first or last five (5) contract days of the school year, during the day before or the day after a school holiday, not including fall conferences. In addition, Discretionary Leave will not be approved during in-service or parent-teacher conferences. Any day described herein that is taken with approval from the Building Principal or his/her Designee will be charged against the employee's days of Discretionary Leave. (The Blackout Day Discretionary Leave Request form can be found as follows: Staff Drive (T), District Information, District Forms, Human Resources, Blackout Day Request for Discretionary Leave PDF).
- vi. Any days taken without approval will be docked at the district's single daily cost of a substitute and a discretionary day taken from the staff member's allotment. If the Professional Employee does not have any remaining discretionary leave the amount docked will be the Professional Employee's daily rate of pay.
- vii. Leave days must be properly submitted via Skyward in a timely matter. If not submitted within one week of return from the professional employee's absence, the staff member and principal will be reminded via email to submit the absence. Any absence then not submitted within 3 business days from the date of the email reminder will be docked double the rate of substitute pay and the employee shall be subject to reprimand. Exceptions may be made for extenuating circumstances.
- viii. A Professional Employee absent from work due to personal or immediate family illness, physical disability, or mental incapacity beyond five (5) consecutive school days shall be required to submit to the HR Director a written request for General Leave accompanied by medical certification verifying treatment and the projected date of return to insure compliance with FMLA. Additional days may be granted by the HR Director due to special circumstances.
- ix. Short-Period Class Coverage: Professional Employees who require coverage for 60 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Professional Employee will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Professional Employees shall obtain their building administrator approval for such arrangements.

2. Bereavement Leave

Bereavement Leave may be used in the event of a death within the Professional Employee's immediate family.

- a. For purposes of this section, immediate family shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
- b. Five (5) days of General leave in any one (1) contract year may be used for Bereavement Leave. In the event of an emergency, additional days may be granted by the Assistant Superintendent, Administrative & Educational Services.
- c. After current Discretionary Leave has been exhausted, the Professional Employee may use accumulated sick leave without exhausting Protected Discretionary Leave.

3. Observance of Denominational Religious Holidays

A Professional Employee may use General leave for the observance of a denominational religious holiday.

4. Jury Duty/Witness Leave

Jury Duty/Witness Leave is defined as days of absences from duty if summoned for jury duty or required to testify in a court of law.

- a. A Professional Employee will be granted a leave of absence as necessary for the above described reasons. A written request for Jury Duty/Witness Leave must be made at least

five (5) contract days in advance of the anticipated absence, if possible.

- b. The Professional Employee will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Professional Employee for jury duty or for serving as a witness may be kept by the Professional Employee.

No deduction of Short-Term Leave will be made for Jury Duty/ Witness Leave.

5. Job Related Assault

- a. Whenever a Professional Employee is absent as a result of personal injury caused by battery arising during the course of his/her professional duties, the District shall compensate the Professional Employee at his/her full daily rate of pay, and shall not deduct days from the Professional Employee's accumulated sick leave for up to five (5) days or until the employee becomes eligible for workers' compensation benefits. Once the Professional Employee becomes a recipient of workers compensation for any days of work missed due to battery (1) the salary of the Professional Employee will be reduced by the amount the employee receives in benefits and leave time will be charged against the employee's accumulated total, or (2) if the Professional Employee does not have sufficient accumulated leave and/or the Professional Employee chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.

- b. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attach a police report if such a report has been filed. The District shall have the right to have the Professional Employee examined by a physician in determining the length of the time during which the Professional Employee is temporarily unable to perform duties, and that the disability is attributable to the injury resulting from the battery. The determination of the District chosen physician may be appealed to the Superintendent. The Superintendent's decision is final and is not subject to a grievance or any other appeal or hearing.

6. A sick leave pool is available to professional employees. The purpose of this pool is to assist professional employees who suffer prolonged or catastrophic illness. The sick leave pool is not intended for use by individuals who have depleted their sick days and experienced short term illness or disability. (See Appendix D)

C. Purchase of General Leave

1. Upon termination of employment with the District, a Professional Employee shall be entitled to receive \$40.00 per day for each day of accumulated and unused General Leave. An additional \$10.00 per day will be granted to Professional Employees that give written notice of resignation on or before February 1. However, a Professional Employee will not be entitled to receive payment for accumulated General Leave if the Professional Employee fails to fulfill his or her employment contract or fails to submit a written resignation on or before the date established by Kansas Statute*. Unused General Leave and Accrued Leave may be paid to a named beneficiary in case of death.
2. Any Professional Employee with accumulated General Leave in excess of 130 days by June 30 of each year will be compensated at the rate of \$40.00 per day for each day of accumulated and unused General Leave in excess of the 130 days. However, a Professional Employee will not be entitled to this payment if he/she fails to fulfill his or her employment contract or fails to submit a written resignation from employment on or before the date established by Kansas Statute*.

ARTICLE X: LEAVES OF ABSENCE

2018-2019 Version

A. Definitions

1. "Leave" is defined as absence from duty for which no deduction is made in regular monthly or annual compensation of the employee, provided the Professional Employee has Accrued Leave to cover the absence requested.
2. "Days" is defined as days on which the employee taking leave would normally have reported for duty.
3. "Sick Leave" is defined as an absence from duty due to illness, medical and dental appointment, physical disability, or mental incapacity of the Professional Employee or a member of his/her immediate family for which approved leave will be allowed without deduction in pay, provided Professional Employee has Discretionary, Personal and/or Accrued Leave to cover the absence requested.
4. "Immediate family" shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
5. **DISCRETIONARY LEAVE** is defined as an absence from duty for any reason the Professional Employee so chooses. All Discretionary Leave must be exhausted before Accrued Leave may be used.
6. **PERSONAL LEAVE** is defined as an absence from duty for any reason the Professional Employee so chooses. Personal Leave need not be exhausted before Accrued Leave is used.
7. **ACCRUED LEAVE** is defined as leave carried over from previous years which can only be used as Sick Leave.

Certified employees may apply for general and long-term leaves of absence in accordance with policies described below.

B. General Leave

Short term absences for leave (considered 5 or less consecutive work days) may be granted for approved reasons as outlined below, including personal illness, immediate family illness, bereavement leave, observance of denominational religious holidays, and civic duty leave.

3. Discretionary Leave

- b. Full-time Professional Employees shall receive eight (8) days of Discretionary Leave and four (4) days of Personal Leave each year they are employed by the District. This leave will be available on the first report day of the contract year.
- c. The twelve (12) days of Discretionary and Personal Leave may be used for any reason the Professional Employee chooses, but all Discretionary Leave must be used prior to using Accrued Leave.
- d. The following options are available for unused Discretionary and Personal Leave:
 - (1) Sell Back to the District – If the Professional Employee has used 8 or fewer Leave Days, the District will buy back unused Discretionary and Personal Leave at the rate of \$64.00 per day (could not exceed twelve (12) days), subject to the following parameters:
 - a. Professional Employees with less than twenty (20) day's Accrued Leave carryover may sell back to the District not more than one-half their current year leave. *Example: A Professional Employee has Accrued Leave carryover of ten (10) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days discretionary leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back not more than five (5) days to the District and would carry over not less than five (5) days to add to their Accrued Leave balance, which would be not less than fifteen (15) days going into the next*

year.

- b. A Professional Employee with twenty (20) days or more of Accrued Leave carryover may sell back to the District all or any number of days of their current year unused leave. *Example: A Professional Employee has an Accrued Leave carryover balance of thirty (30) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days discretionary leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back all ten (10) days or any number of those ten (10) days.*
- c. The Professional Employee must submit an election form to the Payroll Department no later than the last Friday in April indicating their choice of current year leave buy back, subject to the above parameters.
- e. The District will comply with all provisions and requirements of the Family and Medical Leave Act of 1993.
- f. A Professional Employee shall be entitled to use Leave in increments of 15 minutes.

b. Request for Leave

- i. Approval of the specific day or days for leave shall be the responsibility of the Building Principal or his/her designee in order to permit scheduling of substitutes, continuity with the instructional program, and preventing possible conflicts of District meetings.
- ii. All requests for leave not of an emergency nature must be submitted via the Skyward System to the building administrator. Leave of one (1) day or less duration must be submitted 24 hours prior to the requested date of leave. Leave of more than one (1) day duration must be submitted five (5) days prior to use and must be administrator approved unless a violation of law.
- iii. Leave not related to illness, bereavement, observance of denominational religious holidays, and civic duty is limited to no more than five (5) consecutive days at any one time.
- iv. For Leave of an emergency nature, a request must be submitted within 24 hours of returning to work. For purposes of this section, an "emergency" is an unforeseen combination of circumstances, or the resulting state, which requires immediate action, including illness.
- v. Except under emergency conditions or extraordinary circumstances, such as a wedding, funeral (see bereavement), high school or post high school graduation and school sponsored graduation related activities, or military deployment of individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship, leave will not be approved for use during the first ten (10) or last five (5) contract days of the school year, during the day before or the day after a school holiday, not including fall conferences. In addition, leave will not be approved during in-service or parent-teacher conferences. Any day described herein that is taken with approval from the Building Principal or his/her Designee will be charged against the employee's days of Discretionary Leave. (The Blackout Day Discretionary Leave Request form can be completed via Skyward Employee Access).
- vi. Any days taken without approval will be docked at the district's single daily cost of a substitute and a discretionary day taken from the staff member's allotment. If the Professional Employee does not have any remaining discretionary leave the amount docked will be the Professional Employee's daily rate of pay. Leave days must be properly submitted via Skyward in a timely matter. If not submitted within one week of return from the professional employee's absence, the staff member and principal will be reminded via email to submit the absence. Any absence then not submitted within 3 business days from

the date of the email reminder will be docked double the rate of substitute pay and the employee shall be subject to reprimand. Exceptions may be made for extenuating circumstances.

- x. A Professional Employee absent from work due to personal or immediate family illness, physical disability, or mental incapacity beyond five (5) consecutive school days shall be required to submit to the HR Director a written request for General Leave accompanied by medical certification verifying treatment and the projected date of return to insure compliance with FMLA. Additional days may be granted by the HR Director due to special circumstances.
- xi. Short-Period Class Coverage: Professional Employees who require coverage for 60 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Professional Employee will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Professional Employees shall obtain their building administrator approval for such arrangements.

4. Bereavement Leave

Bereavement Leave may be used in the event of a death within the Professional Employee's immediate family.

- d. For purposes of this section, immediate family shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
- e. Five (5) days of General leave in any one (1) contract year may be used for Bereavement Leave. In the event of an emergency, additional days may be granted by the Assistant Superintendent, Administrative & Educational Services.
- f. After current Discretionary Leave has been exhausted, the Professional Employee may use accumulated sick leave without exhausting Personal Leave.

3. Observance of Denominational Religious Holidays

A Professional Employee may use General leave for the observance of a denominational religious holiday.

4. Jury Duty/Witness Leave

Jury Duty/Witness Leave is defined as days of absences from duty if summoned for jury duty or required to testify in a court of law.

- c. A Professional Employee will be granted a leave of absence as necessary for the above described reasons. A written request for Jury Duty/Witness Leave must be made at least five (5) contract days in advance of the anticipated absence, if possible.
- d. The Professional Employee will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Professional Employee for jury duty or for serving as a witness may be kept by the Professional Employee.

No deduction of Short-Term Leave will be made for Jury Duty/ Witness Leave.

5. Job Related Assault

- a. Whenever a Professional Employee is absent as a result of personal injury caused by battery arising during the course of his/her professional duties, the District shall compensate the Professional Employee at his/her full daily rate of pay, and shall not deduct days from the Professional Employee's accumulated sick leave for up to five (5) days or until the employee becomes eligible for workers' compensation benefits. Once the Professional Employee becomes a recipient of workers compensation for any days of work missed due to battery (1) the salary of the Professional Employee will be reduced by the amount the employee receives in benefits and leave time will be charged against the employee's accumulated total, or (2) if the Professional Employee does not have sufficient accumulated leave and/or the

Professional Employee chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.

b. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attach a police report if such a report has been filed. The District shall have the right to have the Professional Employee examined by a physician in determining the length of the time during which the Professional Employee is temporarily unable to perform duties, and that the disability is attributable to the injury resulting from the battery. The determination of the District chosen physician may be appealed to the Superintendent. The Superintendent's decision is final and is not subject to a grievance or any other appeal or hearing.

6. A sick leave pool is available to professional employees. The purpose of this pool is to assist professional employees who suffer prolonged or catastrophic illness. The sick leave pool is not intended for use by individuals who have depleted their sick days and experienced short term illness or disability. (See Appendix D)

D. Purchase of General Leave

1. Upon termination of employment with the District, a Professional Employee shall be entitled to receive pay for each day of unused General Leave on the following basis:
 - a. Option 1 - \$84.00 per day provided written notice is received by December 15th.
 - b. Option 2 - \$74. 00 per day provided written notice is received by January 15th.
 - c. Option 3 –\$64.00 per day provided written notice is received by March 1st.
 - d. Option 4 - \$40.00 per day after March 1st if written notice is received by May 1st.

However, a Professional Employee will not be entitled to receive pay for unused leave if the Professional Employee fails to fulfill his/her employment contract or fails to submit a written notice on or before May 1st. Unused leave may be paid to a named beneficiary in case of death.

2. Any Professional Employee with accrued leave in excess of 130 days by June 30 of each year will be compensated at the rate of \$64.00 per day for each day of unused leave in excess of the 130 days. However, a Professional Employee will not be entitled to this payment if he/she fails to fulfill his or her employment contract or fails to submit a written resignation from employment on or before the date established by Kansas Statute*.

ARTICLE XI: FRINGE BENEFITS

2017-2018 Version

A. Paid Benefits

The Board of Education will provide a single health and dental membership, with a jointly agreed upon provider. In addition, life insurance and a short term disability salary protection plan will be provided by the Board. A Fringe Benefits Committee, which will include representatives from the district's Leadership Team, classified staff, and the De Soto Teacher's Association, will convene to explore various benefit options related to each of the provided benefit plans.

C. Tuition Reimbursement

1. The Professional Employee shall be entitled to reimbursement in an amount not exceeding \$150.00 per fiscal year (July 1-June 30) for tuition expense incurred for the purpose of enrolling in courses at an accredited institution if the courses are part of the Professional Employee's Individual Development Plan.

The Professional Employee seeking reimbursement for such expenses shall comply with normal District procedures for reimbursement of expenses including presentation of receipts, bills, vouchers, etc.

2. Contingent upon the availability of funding sources separate from the USD 232 General Fund and Local Option Budget, the District may offer additional tuition reimbursement programs for employees seeking advanced degrees or licensure in areas of high need. Guiding parameters and operation of each program shall be established by mutual agreement of the De Soto Teacher's Association and representatives of the USD 232 Administration.

3. Only one USD 232 funding source may be utilized by Professional Employees for tuition reimbursement. For example, if the district pays for a course, an employee could not then receive the tuition reimbursement for the same course. However, if the funds are not available to cover ELL/SPED tuition reimbursement, the employee may apply for the difference, up to \$150.00.

ARTICLE XI: FRINGE BENEFITS

2018-2019 Version

A. Paid Benefits

The Board of Education will provide a single health and dental membership, with a jointly agreed upon provider. In addition, life insurance and a short term disability salary protection plan will be provided by the Board. A Fringe Benefits Committee, which will include representatives from the district's Leadership Team, classified staff, and the De Soto Teacher's Association, will convene to explore various benefit options related to each of the provided benefit plans. In the event two married professional employees are employed by the Board of Education, the Board payment to each of the two professional employees may be pooled.

C. Tuition Reimbursement

1. The Professional Employee shall be entitled to reimbursement in an amount not exceeding \$225.00 per fiscal year (July 1-June 30) for tuition expense incurred for the purpose of enrolling in courses at an accredited institution if the courses are part of the Professional Employee's Individual Development Plan.

The Professional Employee seeking reimbursement for such expenses shall comply with normal District procedures for reimbursement of expenses including presentation of receipts, bills, vouchers, etc.

2. The District may offer additional tuition reimbursement programs for employees seeking advanced degrees or licensure in areas of high need. Guiding parameters and operation of each program shall be established by mutual agreement of the De Soto Teachers' Association and representatives of the USD 232 Administration.

3. Professional Employees receiving reimbursement under section 2 will not be eligible for tuition reimbursement in section 1.

ARTICLE XIII: PROFESSIONAL DAY

2017-2018 Version

D. Planning Period

1. Professional Employees with classroom responsibilities at the high school and middle school levels shall be provided one (1) class period daily for conferences and instructional planning. This period shall be included within the framework of the student school day.
2. Professional Employees with classroom responsibilities at the elementary level (full day kindergarten and grades 1–5) shall be provided a minimum of 250 minutes per week for the purpose of conferences and instructional planning. This time shall be within the student day, and include a minimum uninterrupted block of 30 minutes. One (1) plan period per week may be used by the building administrator for school/District needs up to a maximum of 26 plan periods per school year.
3. Professional Employees with classroom responsibilities at the half-day kindergarten level shall be provided time for the purpose of conferences and instructional planning. Such time shall include 20 minutes during the morning session, 20 minutes during the afternoon session, and 20 minutes between sessions.
4. Professional Employees with classroom responsibilities at the Early Childhood Special Education level shall be provided time for the purpose of conferences and instructional planning. The time shall be no less than 250 minutes per week.
5. Certified employees may utilize contract time during their planning period, lunch, as well as before or after school, but not during student contact time, for the purpose of personal or District business without deduction of short-term leave so long as he or she requests and is granted leave by their building administration. This leave will be recorded on a sign-out sheet in the office. The intent is for this leave to be used infrequently by individual employees. Professional Employees may not leave if assigned supervision or during collaboration, team, department or other scheduled meetings that occur during their plan time, unless they use general or long-term leave.
6. With mutual consent between the Professional Employee and the Building Administrator, along with approval by the Human Resources Department based on master schedule needs, the Professional Employee may forgo their daily planning period to teach an additional class period/block. Under such an arrangement, teaching an additional class period will be compensated at \$2,000 per semester. This variance language will sunset June 30, 2019.

ARTICLE XIII: PROFESSIONAL DAY

2018-2019 Version

D. Planning Period

1. Professional Employees with classroom responsibilities at the high school and middle school levels shall be provided one (1) class period daily for conferences and instructional planning. This period shall be included within the framework of the student school day. Professional employees shall be compensated at the rate established in Appendix C to cover for loss of personal plan time should the teacher be assigned to cover for another teacher.
2. Professional Employees with classroom responsibilities at the elementary level (full day kindergarten and grades 1–5) shall be provided a minimum of 250 minutes per week for the purpose of conferences and instructional planning. This time shall be within the student day, and include a minimum uninterrupted block of 30 minutes. One (1) plan period per week may be used by the building administrator for school/District needs up to a maximum of 26 plan periods per school year.
3. Professional Employees with classroom responsibilities at the Early Childhood Special Education level shall be provided time for the purpose of conferences and instructional planning. The time shall be no less than 250 minutes per week.
4. Certified employees may utilize contract time during their planning period, lunch, as well as before or after school, but not during student contact time, for the purpose of personal or District business without deduction of short-term leave so long as he or she requests and is granted leave by their building administration. This leave will be recorded on a sign-out sheet in the office. The intent is for this leave to be used infrequently by individual employees. Professional Employees may not leave if assigned supervision or during collaboration, team, department or other scheduled meetings that occur during their plan time, unless they use general or long-term leave.
5. With mutual consent between the Professional Employee and the Building Administrator, along with approval by the Human Resources Department based on master schedule needs, the Professional Employee may forgo their daily planning period to teach an additional class period/block. Under such an arrangement, teaching an additional class period will be compensated at \$2,000 per semester.

ARTICLE XV: USD 232 RETIREMENT PROGRAM

2017-2018 Version

- B. Upon retirement from the District, a Professional Employee shall be entitled to receive pay for each day of accumulated and unused Leave on the following basis:
- a. Option 1 - \$50.00 per day, plus an additional \$20.00 per day will be provided if written notice of retirement is received within five (5) business days of return from Winter Break*.
 - b. Option 2 - \$50.00 per day, plus an additional \$10.00 per day will be provided if written notice of retirement is received on or before February 1st.*
 - c. Option 3 - \$50.00 per day will be provided if written notice of retirement is received after February 2nd and prior to the date established by Kansas Statute*.

However, a Professional Employee will not be entitled to receive payment for accumulated Leave if the Professional Employee fails to fulfill his or her employment contract or fails to submit a written notice of retirement on or before the date established by Kansas Statute*. The Professional Employee, at his/her discretion, may choose to receive this payment as a lump sum, delivered in the June 30th paycheck, or as a District paid 403(b) account.

ARTICLE XV: USD 232 RETIREMENT PROGRAM

2018-2019 Version

- B. Upon retirement from the District, a Professional Employee shall be entitled to receive pay for each day of accrued and unused leave on the following basis:
- a. Option 1 - \$104.00 per day provided written notice is received by December 15th.
 - b. Option 2 - \$84.00 per day provided written notice is received by January 15th.
 - c. Option 3 - \$64.00 per day provided written notice is received by March 1st.
 - d. Option 4 - \$50.00 per day provided written notice is received by May 1st.

However, a Professional Employee will not be entitled to receive payment for accrued and unused leave if the Professional Employee fails to fulfill his or her employment contract or fails to submit a written notice of retirement on or before May 1. The Professional Employee, at his/her discretion, may choose to receive this payment as a lump sum, delivered in the June 30th paycheck, or as a District paid 403(b) account.



Unified School District 232

Human Resources

Carrie Handy - Director of Human Resources - Elementary
Brian Schwanz - Director of Human Resources - Secondary

To: USD 232 Board of Education
Frank Harwood, Superintendent of Schools
From: USD 232 Human Resources Department
Date: July 3, 2018
RE: Compensation Packages for Employees not covered by the PNA
(ACTION)

The purpose of this communication is to share our recommendation regarding a compensation package that would apply to all employee groups outside of those covered by the Professional Negotiated Agreement for the 2018-2019 school year. Attached you will find a summary of the proposed compensation changes. Please let us know if you have any questions!

USD 232 2018 - 2019 COMPENSATION RECOMMENDATIONS

FOR STAFF NOT COVERED BY THE PNA

CLASSIFIED

SALARY

- Hourly Employees: Increase the base salary by 4.1% for each hourly employee within established salary ranges for each employee group and 1.6% for hourly employees outside of the established range.
- Food Service Employees: In an effort to be more competitive and attract employees, the base pay for food service staff will be \$11.00 per hour. Including increases for existing staff, food service salary costs will increase by 5.1%
- Salaried Employees: Make step increases and increase the base pay for employee groups on established salary schedules to equal an increase of 4.1% ensuring that anyone that is off the schedule receives at least a 1.6% increase.
- For employees whose 2017-18 contract began payment in August, change the payment beginning to July.
- Increase Salary Cost: \$292,881

BENEFITS

- Health Insurance: Continue Single Coverage - Premiums are projected to increase approximately 8.5%
- Dental Insurance: Continue Single Coverage – No Increase
- Increase Benefits Cost: \$70,290

TOTAL COMPENSATION PACKAGE INCREASE FOR CLASSIFIED STAFF APPROXIMATELY 5.1%

ADMINISTRATION

SALARY

- Make step increases and increase the base pay for employee groups on established salary schedules to equal an increase of 4.1% ensuring that anyone that is off the schedule receives at least a 1.6% increase.
- Increase Salary Cost: \$148,520

BENEFITS

- Health Insurance: Continue Single Coverage - Premiums are projected to increase approximately 8.5%
- Dental Insurance: Continue Single Coverage – No Increase
- Increase Benefits Cost: \$12,780

CONTRACT LANGUAGE AMENDMENTS

- For employees whose 2017-18 contract began payment in August, change the payment beginning to July.
- All lead building principals to be placed on 250 day contracts.

TOTAL COMPENSATION PACKAGE INCREASE FOR ADMINISTRATIVE STAFF APPROXIMATELY 4.5%

SUPERINTENDENT

CONTRACT LANGUAGE AMENDMENTS

- Salary: Increase base salary by 2.8%, Cost \$5,900
- Benefits: Continue single health and dental coverage, Cost Increase \$490
- Term: Extend term to June 30, 2021.

TOTAL COMPENSATION PACKAGE INCREASE FOR SUPERINTENDENT APPROXIMATELY 2.9%

**AMENDMENT NO. 2 TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT is made and entered into this 9th day of July, 2018, by and between the Board of Education of Unified School District No. 232, Johnson County, Kansas (“Board”) and Frank Harwood (“Superintendent”).

WITNESSETH:

WHEREAS, the Board and Superintendent entered into an Employment Agreement on or about March 7, 2016 to employ the Superintendent beginning on July 1, 2016, and terminating on June 30, 2019; and

WHEREAS, the Board and Superintendent wish to amend the Employment Agreement, effective **July 1, 2016**, to extend his term of employment to **June 30, 2021** and increase his base salary to **\$217,000.00** effective July 1, 2017; and

WHEREAS, the Board and Superintendent agree that, except for the changes set forth in this Amendment, all other provisions of the Employment Agreement shall remain in full force and effect.

NOW, THEREFORE, it is hereby mutually agreed that the following paragraphs of the Employment Agreement shall be amended as follows:

1. **Employment.** Effective July 1, 2018, the Board agrees to extend the employment of the Superintendent through June 30, 2021, and for him to perform the following functions and duties:

- a. To act as Superintendent of Schools of Unified School District No. 232, and to perform the duties incidental hereto, as herein set out and described;

- b. To maintain such records and make such reports as may be required by the Board and the State Department of Education;
- c. To provide leadership in improving the learning program, academic standing of the schools and administrative and budgeting requirements;
- d. To provide information to the Board to facilitate the Board's performance of its duties under the terms of K.S.A. 72-8201, *et seq.*; and
- e. To perform such administrative duties and school services as specified herein and as may be mutually agreed upon by the Board and the Superintendent.

The duties above set out shall be performed subject to the provisions of this Contract, the policies of the Board as they may from time-to-time be established, and the requirements and restrictions of the laws of the State of Kansas.

2. **Salary.** The annual base salary of Mr. Harwood beginning on July 1, 2018, and for each remaining year under the terms of this contract shall be **\$217,000.00** per year.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Employment Agreement on the date and year first above written.

**UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS**

SUPERINTENDENT

By: _____
Rachele Zade, President
Board of Education

By: _____
Frank Harwood

ATTESTED BY:

Clerk, Board of Education



Alvie L. Cater, II
Assistant Superintendent

To: Members of the Board of Education
Frank Harwood, Superintendent of Schools
From: Alvie Cater
Date: July 3, 2018
Subject: **Security Procedures (DISCUSSION)**

The Board of Education will have opportunity to discuss security procedures related to the new video/audio door access systems being installed at the main entrances of our schools. This particular project is one part of the safety and security initiative related to the 2018 Bond Issue.

One of the most important steps schools can take to support safe learning environments is access control. According to law enforcement experts, two important allies for safety are time and distance; keeping a potentially dangerous subject as far away for as long as possible.

While we have discussed the threat of an active shooter in light of recent events in our country, we must also recognize the less extreme threats schools are likely to face. School safety may be compromised by persons having child custody issues, individuals who are having an unrelated problem with a staff member (domestic violence or stalking), or a parent who is angry with a teacher.

Locking all main entrances to prevent immediate access to school offices adds a barrier and gives staff additional time to identify potential threats. It important to stress that this solution will not prevent an individual who is intent on causing harm. School districts struggle with maintaining a balance between having a user-friendly, welcoming school climate and a facility which is secure from unwanted intruders.

The video/audio door stations being installed at our schools give us the ability to have a locking configuration that would require visitors to push a button and request access into the building. Before the use of the camera, intercom and buzzer system can be utilized, the district will need to develop procedures for effective implementation. There are many different ways for this system to be implemented. It will be very important that the new expectations be communicated with staff and parents. Now that the hardware required is being installed, there are several other decisions to be made. For example:

- When will all doors be locked?
 - A common practice is within a few minutes of the tardy bell ringing.
 - Every day or only when students are in session?
 - Does this start on the first day of school?

- When a person requests access, what information is required?
 - Stating name and purpose
 - Photo ID
 - Prior appointment
- Are all visitors required to provide all information?
 - Regular parent volunteers
 - Known vendors
- Once a person is granted entry, what is required?
 - Sign in
 - Provide Photo ID
 - Visitor Badge
 - Escorted within the building
 - Checkout
- Are there different procedures for large, planned events?
 - Class parties
 - Grandparents day
 - College signing day
- Other questions or concerns

After the board's preliminary discussion, district and building staff will work to formalize all procedures. Ideally, the board will be able to approve the final procedures at its regular meeting in August. Once the final procedures are completed, a process for training staff and informing parents will have to be implemented.

####

To: Members of the Board of Education
Frank Harwood, Superintendent of Schools
From: Alvie Cater
Date: July 09, 2018
Subject: **City of Shawnee Proposed Revenue Bonds, Property Tax Abatement (DISCUSSION)**

The City of Shawnee scheduled a public hearing for Monday, July 9, 2018, at 7:00 p.m. in the Council Chambers at City Hall to consider its intent to issue Federally Taxable Private Activity Revenue Bonds and grant a property tax abatement incentive for the benefit of Airtex, Inc., a Kansas corporation.

Pursuant to Board of Education policy, section LBA – *Consideration of Requests for Tax Abatement and Tax Increment Financing*, this topic will be a discussion item at the regularly scheduled Board meeting on July 9.

We received official notice of the public hearing from the City of Shawnee on Wednesday, June 27 and shared the information with board members on the same day via electronic mail. We are including a copy of the official notice from Shawnee with this written report.

The City of Shawnee will consider issuing approximately \$20 million in Private Activity Revenue Bonds to Airtex, Inc., to finance the costs of acquisition and construction of two industrial facilities of approximately 170,000 square feet each, located at 4050 Powell Drive and 23115 W. 40th Street within Shawnee and within the boundaries of the school district. A map of both locations is included with this report.

In addition to the bonds, the city will consider granting an exemption of ad valorem taxes for the first ten calendar years after the bonds are issued. The proposed abatement under consideration is a graduated plan for buildings and improvements only. *Furniture, Fixtures and Equipment are not included in the abatement.* The properties are currently vacant.

- Years 1-5 = 100%
- Year 6 = 70%
- Year 7 = 60%
- Year 8 = 50%
- Year 9 = 40%
- Year 10 = 20%

Tax Abatement versus Tax Increment Financing

As you may recall, the Board of Education does not have any authority in matters related to tax abatements and/or revenue bonds. At most, the Board can only share its concerns, if any, with the City. It is important to note the company requested a graduated abatement for a period of ten years.

Kansas statute does give authority to the Board in matters related to Tax Increment Financing. During the establishment process for redevelopment districts, the county or school district may veto the inclusion of any privately owned parcel subject to ad valorem taxes. This is known as an inter-jurisdictional veto. As always, let us know if you have any questions.

Location of Proposed Facilities in Shawnee (note: two locations)

1 = 4050 Powell Drive

2= 23115 W. 40th Street



Following this written report: Copy of the Official Notice of Public Hearing, City of Shawnee.

####

RECEIVED

CITY OF SHAWNEE

JUN 27 2018

CITY HALL
11110 JOHNSON DRIVE
SHAWNEE, KS 66203
(913) 631-2500
FAX (913) 631-7351

CIVIC CENTRE
13817 JOHNSON DRIVE
SHAWNEE, KS 66216
(913) 631-5200
FAX (913) 631-4651

FIRE
6501 QUIVIRA ROAD
SHAWNEE, KS 66216
(913) 631-1080
FAX (913) 631-1628

POLICE
5850 RENNER ROAD
SHAWNEE, KS 66217
(913) 631-2155
FAX (913) 631-6389

MUNICIPAL COURT
5860 RENNER ROAD
SHAWNEE, KS 66217
(913) 742-6003
FAX (913) 962-0983

June 26, 2018

Via Certified Mail – Return Receipt

Board of Education of Unified School District No. 232
35200 West 91st Street
De Soto, KS 66018
ATTN: Frank Harwood, Superintendent

Dear Board Members:

The City of Shawnee, Kansas (the "City") will hold a public hearing at 7:00 p.m. on Monday, July 9, 2018, in the Council Chamber of the City Hall at 11110 Johnson Drive, Shawnee, Kansas to consider the issuance by the City of its Federally Taxable Private Activity Revenue Bonds (Airtex Buildings 4 & 5 Project), in one or more series, in the principal amount of approximately \$20,000,000 (the "Bonds"), for the benefit of Airtex, Inc., a Kansas corporation (the "Company"), and to consider the granting of a tax exemption on the property acquired with proceeds of the Bonds. The proceeds of the Bonds will be applied to finance the costs of the acquisition and construction of two industrial facilities of approximately 170,000 square feet each, located at 4050 Powell Drive and 23115 W. 40th Street within the City limits and within the boundaries of Unified School District No. 232.

The property acquired with proceeds of the Bonds will be eligible for an exemption from ad valorem taxes pursuant to K.S.A. 79-201a, *Second* and amendments thereto. The City expects to enter into a payment in lieu of tax agreement which will result in the Company paying a sum equal to the percentages of ad valorem taxes that would otherwise be payable on the real property and improvements financed with the proceeds of the Bonds for the first ten calendar years after the Bonds are issued as set forth on the enclosed Exhibit A of the proposed Resolution.

This notice is provided to you pursuant to K.S.A. 12-1749d. Should you have any questions or require additional information, please feel free to contact me or Interim City Manager Vicki Charlesworth at (913) 742-6242.



www.GoodStartsHere.org

Sincerely,

CITY OF SHAWNEE

A handwritten signature in black ink, appearing to read "Stephen Powell". The signature is fluid and cursive, with the first name "Stephen" written in a larger, more prominent script than the last name "Powell".

Stephen Powell
City Clerk

cc: file

Vicki Charlesworth, Interim City Manager
Maureen Rogers, Finance Director



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Frank Harwood
Superintendent of Schools

To: Members of the Board of Education
From: Frank Harwood, Superintendent of Schools
Date: July 3, 2018
Subject: District Goals – 2017-18 Reviewed & 2018-19 Proposed

During the last two years, the Board of Education has approved District Goals to help direct the work of district staff. Tonight, we will discuss the progress on the 2017-18 District Goals and begin the discussion on District Goals for 2018-19.

As you are aware, we had a very productive year in 2017-18 and many of the projects in 2018-19 will be a continuation of the work that has been started. As part of the 2018-19 District Goals, we will include reference to the Kansas Education Accreditation System (KESA) as well as some information about how District Goals coordinate with building level goals.



Vision

Maximize each student's potential, through inspiration and discovery, challenging them to become self-sufficient and positive contributors to society.

Mission

USD 232 will prepare all students for their future through excellent, innovative learning opportunities with caring, dedicated and passionate staff in a safe and secure environment.

District Goals for 2017-2018

Approved 8/21/2017 | Updated 7/3/2018

Achievement

Improve student achievement for all students while reducing the achievement disparities of various disaggregated groups.

Buildings & Budgets

Maximize district resources and provide high quality facilities to enhance educational programs.

Community Engagement

Work proactively with the community to improve educational programs.

Specific strategies and action steps have been developed for each of the three goals.

**USD 232 Board of Education
District Goals 2017-2018**

Achievement

Improve student achievement for all students while reducing the achievement disparities of various disaggregated groups.
Objective A1: USD 232 students will exceed the MAP student projected growth target.
Objective A2: USD 232's Five Year Effectiveness Rate for Post-Secondary Success will exceed 70%.

Strategy #1 Social Emotional Health			
Action steps	Timeline	Staff	Progress
Continue work with Multi-Tiered System of Support (MTSS) implementation with a focus on social emotional and behavioral components.	Throughout 2017-18 school year	Hanson, Hite, Kelly	Expanded MTSS committee formed with technical assistance and a \$13,000 grant from the state.
Explore and identify appropriate screening tools for social emotional health.	Fall, 2017	Hanson, Hite, Kelly	Selected and implemented SECD survey from Greenbush. Results shared with BOE in November
Explore and identify appropriate school climate survey tools.	Fall, 2017	Hanson, Hite, Kelly	A modified version of a parent survey from KSDE was given.
Identify appropriate measures of social emotional health.	Spring, 2018	Hanson, Hite, Kelly	FastBridge will be implemented as a Math, Reading and Social Emotional measure starting in November, 2018
Develop a plan to monitor and improve the social and emotional health of USD 232 students.	June, 2018	Hanson, Hite, Kelly	Second Step was adopted as a SECD curriculum with training and implementation planned for 2018-19.

**USD 232 Board of Education
District Goals 2017-2018**

Strategy #2 Post Secondary Success			
Action steps	Timeline	Staff	Progress
Develop a plan to include the development of Individual Plans of Study (IPS) in the middle school curriculum.	February, 2018	Kelly	The LInK course will become Pathways and will include IPS development.
Create a system to help students explore career pathways as part of their IPS.	June, 2018	Kelly	Pathways will include work with Career Cruising, project based learning and 21 st Century skills development.
Work with stakeholder groups to determine which career pathways should be offered.	November, 2017	Kelly	Collected feedback from students and CTE Advisory Committee.
Present findings and recommendations to the Board of Education.	As Available	Kelly	Information about the Pathways course will be presented to the board in the Fall of 2018.
Plan for the implementation of expanded or new career pathways.	TBD		This action step will be continued into 2018-19.

Strategy #3 Curriculum Development			
Action steps	Timeline	Staff	Progress
Formation of District Curriculum Team.	October, 2017	Kelly	Interdisciplinary Curriculum team established, met in December
Explore and identify appropriate curriculum management tools.	February, 2018	Kelly	SharePoint will be used to house locally created curriculum maps.
Implementation of curriculum management tools.	May, 2018	Kelly	Curriculum formats developed by the Interdisciplinary Curriculum Team are being used with current and future curriculum planning.
Professional Development planning for 2018-19 school year.	June, 2018	Kelly	PD Planning for 2018-19 is underway and includes work with MTSS, new resources, curriculum alignment and curriculum planning.

**USD 232 Board of Education
District Goals 2017-2018**

Buildings & Budgets

Maximize district resources and provide high quality facilities to enhance educational programs.
Objective B1: A sustainable plan for the use, upkeep, and expansion of district facilities will be developed.

Strategy #4 Study current and projected facility needs that go beyond the scope of the 10 Year Capital Outlay plan and propose solutions to any future concerns including possible funding sources.			
Action steps	Timeline	Staff	Progress
Reconvene the District Facilities Focus Group with updated membership.	August, 2017	Deghand	Focus Group organized and first meeting held
With input from building level staff and community, develop a list of projects including estimated cost information.	September-October, 2017	Deghand	Focus Group finalized recommendation in December presented to BOE in January
Present project list and funding options to the Board of Education.	October, 2017	Larson, Deghand	Bonding scenarios that would not require an increase to the mill levy presented to BOE in October
Based on Board of Education input, prioritize project list and develop funding options and timelines.	November-December 2017	Larson, Deghand	BOE approved moving forward with \$85 million bond for a public vote due May 1 st if approved by the State Board of Education
Implement projects and plans as appropriate.	TBD		Bond Issue passed with 72.3% approval, projects to begin in 2018-19

**USD 232 Board of Education
District Goals 2017-2018**

Strategy #5 Building on current enrollment projections, analyze current and future Middle School enrollment trends and propose solutions to any future concerns.			
Action steps	Timeline	Staff	Progress
Update district enrollment projections.	October, 2017	Cater, Deghand	2017-18 unaudited enrollment presented to BOE
Explore possible middle school programming designed to increase voluntary transfers to Lexington Trails Middle School.	Fall, 2017	Kelly	After reviewing current transfers, it was decided that specialized programing is not necessary.
Explore possible middle school boundary changes to address continued enrollment growth at Mill Creek Middle School.	Fall, 2017	Cater, Deghand	Due to class size trends, Mill Creek's enrollment is expected to stabilize and no boundary changes are needed at this time. Changes in boundaries of currently undeveloped property will continue to be considered.
Present possible enrollment solutions to the Board of Education.	February, 2018	Cater	It was recommended that boundaries not be changed during the 2017-18 school year.
Implement enrollment solutions as appropriate.	TBD		

**USD 232 Board of Education
District Goals 2017-2018**

Community Engagement

Work proactively with the community to improve educational programs.

Objective C1: Permanent avenues for community input and involvement will be developed.

Strategy #6 Establish a District Site Council with regular meetings to discuss district wide topics.

Action steps	Timeline	Staff	Progress
Determine necessary membership required for District Site Council.	August, 2017	Hite	Membership requirements confirmed
Solicit applications for District Site Council membership.	August-September, 2017	Hite	Members selected and first meeting scheduled
Convene meetings of the District Site Council at least twice during the 2017-18 school year.	May, 2018	Hite	Two meetings of the District Site Council were held.
Present District Site Council progress and recommendations to the Board of Education.	June, 2018	Hite	District Site Council and District Improvement team report presented to board.

Strategy #7 Evaluate concerns regarding high school graduation schedule conflicts and limited seating for on campus indoor ceremonies. Any changes recommended would be for 2019 graduation or later.

Action steps	Timeline	Staff	Progress
Discuss concerns with 232 Student Advisory Council.	September, 2017	Schwanz	Student Advisory Team developed graduation survey for parents and students
Explore possible venues to accommodate indoor graduations.	October, 2017	Cater	There are no indoor venues in Johnson County that would provide significantly larger capacity.
Conduct survey of high school students and parents with questions to include concerns and possible changes.	January, 2018	Schwanz	A survey was conducted with nearly 3,000 responses.
Present findings and recommendations to the Board of Education.	February, 2018	Schwanz	Members of the Student Advisory presented survey results to the board and recommended to continue graduations as they have been in the past.



Vision

Maximize each student's potential, through inspiration and discovery, challenging them to become self-sufficient and positive contributors to society.

Mission

USD 232 will prepare all students for their future through excellent, innovative learning opportunities with caring, dedicated and passionate staff in a safe and secure environment.

Draft District Goals for 2018-2019

Draft Presented 7/9/2018

Achievement

Improve student achievement for all students while reducing the achievement disparities of various disaggregated groups.

Buildings & Budgets

Maximize district resources and provide high quality facilities to enhance educational programs.

Community Engagement

Work proactively with the community to improve educational programs.

Specific strategies and action steps have been developed for each of the three goals.

**USD 232 Board of Education
District Goals 2018-2019**

Achievement

Improve achievement for all students while reducing the achievement disparities of various disaggregated groups.
Objective A1: USD 232 students will exceed the MAP student projected growth target. 90% or more of USD 232 student will perform in the top three levels on the Kansas State Assessments.
Objective A2: USD 232's Five Year Effectiveness Rate for Post-Secondary Success will exceed 70%.

Strategy #1 Multi-Tiered System of Supports (Relationships)					
FS	Rose	Action steps	Timeline	Staff	Progress
1	1,4,7	Universal Screener: Professional Development for all staff and implementation FastBridge.	PD – Fall 2018 Implementation Dec., 18	Hanson, Hite, Kelly	
1	4	SECD Curriculum: Implement Second Step grades K-8	Throughout 2018-19	Hanson, Hite, Kelly	
1	1,7	Implement PreACT in grades 9 & 10	Fall, 2018	Hanson, Hite, Kelly	
1	1,7	Math Intervention Materials Review	Fall, 2018	Hanson, Hite, Kelly	
1	4	Develop Tier 2 & 3 for Math, Reading and SECD	Spring, 2019	Hanson, Hite, Kelly	

Strategy #2 Post Secondary Success (Relevance)					
FS	Rose	Action steps	Timeline	Staff	Progress
2,8	4,6,7	Implement new Pathways course at the middle schools where students will be developing their IPS.	Throughout 2018-19	Kelly	
8	6,7	Determine a process for IPS support and enhancement at the high school level.	Spring, 2019	Kelly	
2,8	6,7	Work with stakeholder groups to determine which career pathways should be offered.	Spring, 2019	Kelly	
2,8	6,7	Plan for the implementation of expanded or new career pathways including pathways to be housed at the new CTE center.	TBD		

Strategy #3 1-to-1 Computing Device Pilot (Relevance)					
FS	Rose	Action steps	Timeline	Staff	Progress

**USD 232 Board of Education
District Goals 2018-2019**

8	7	Purchase, prepare, deploy and manage pilot devices.	July & August, 2018	Riffel	
8	7	Select pilot participants, establish pilot procedures and develop pilot evaluation criteria	July & August, 2018	Kelly, Riffel	
8	7	Meet with pilot participants to finalize procedures and evaluation processes	August, 2018	Kelly, Riffel	
8	7	Update Board of Education of pilot participants, procedures and evaluation criteria	September, 2018	Kelly, Riffel	
8	7	Provide a report of pilot to the Board of Education	February, 2018	Kelly, Riffel	
8	7	Recommendation for future instructional technology implementation	April, 2018	Kelly, Riffel	

**USD 232 Board of Education
District Goals 2018-2019**

Buildings & Budgets

Maximize district resources and provide high quality facilities to enhance educational programs.					
Objective B1: Implementation of Phase 1 of the bond projects and planning for Phase 2.					

Strategy #4 Bond project planning and implementation.					
FS	Rose	Action steps	Timeline	Staff	Progress
		Planning for Phase 1 Bond Projects	May-December, 2018	Deghand	
		Board approval of Phase 1 Construction Contracts	February, 2019	Deghand	
		Board approval for the Phase 1 Bond Sale	February, 2019	Larsen	
		Determine additional projects to be completed in Phase 1.	March, 2019	Deghand, Riffle	
		Planning for Phase 2 Bond Projects	Throughout 2018-19	Deghand	

Strategy #5 Develop budgeting plan to accommodate the Kansas Legislatures school funding plan.					
FS	Rose	Action steps	Timeline	Staff	Progress
		Review new school finance formula and legislatures multi-year funding plan.	July-September, 2018	Larsen	
		Use projected enrollment to estimate future General Fund Resources.	October, 2018	Larsen	
		Explore the possible implementation of a multi-year General Fund budgeting process.	Throughout 2018-19	Larsen	
		Monitor legislative reaction to Supreme Court ruling and implementation of current school funding plan.	January-June 2019	Larsen	
		Present recommendation to the board as appropriate?	TBD		

**USD 232 Board of Education
District Goals 2018-2019**

Community Engagement

Work proactively with the community to improve educational programs.					
Objective C1: Improve community awareness of USD 232 and increase family and community engagement.					

Strategy #6 Increase parent and community engagement. (Relationships)					
FS	Rose	Action steps	Timeline	Staff	Progress
2,4		Provide a forum to inform parents about concerns and resources related to student mental health.	Fall, 2018	Cater	
2,4		Expand the role of the newly formed USD 232 Education Foundation	Throughout 2018-19	Cater	
2,4		Support buildings with increasing parent engagement.	Throughout 2018-19	Hite	

Strategy #7 Improve the use and availability of information about the district. (Relationships)					
FS	Rose	Action steps	Timeline	Staff	Progress
2,4		Maximize the use of the district's new web presence.	Throughout 2018-19	Cater	
2,4		Increase the district's social media presence.	Throughout 2018-19	Cater	
2,4		Create and publish a brochure highlighting district accomplishments.	Throughout 2018-19	Cater	
2,4		Provide information to keep the community up to date on the progress of the 2018 Bond.	Throughout 2018-19	Cater	



Alvie L. Cater, II
Assistant Superintendent

To: Members of the Board of Education
Frank Harwood, Superintendent of Schools
From: Alvie Cater
Date: July 3, 2018
Subject: **Recommended Policy Revisions, New Policy (ALERT)**

We are continuing our review of policies with a recommendation for changes to be considered by the Board of Education at the regularly scheduled meeting in August.

Our process for policy revisions will be a written report submitted as an Alert, followed by action via the Consent Agenda the following month. As a reminder, the Board may choose to remove items from Consent for further discussion.

We are reviewing existing policies and will present recommendations to add, amend, or strike policy language regarding a range of topics. The review is taking place with available resources provided by the Legal/Policy Services of Kansas Association of School Boards (KASB) at no additional cost to the school district. The resources from KASB are available to the district as part of its regular membership.

Recommendations to add or amend policies will generally fall into three categories with some overlap:

- **Required Changes** – in order to comply with new federal/state laws
- **New Policies** – to address emerging issues
- **Recommended Revisions** – to fill gaps in existing language, eliminate redundancy, and/or make policies easier to administer.

How to review recommended revisions

We will present current board policy with noted changes in two ways:

- ~~Strikethrough~~ text
- **Red Italics** for new language or references

As we go through specific policies, you may see mentions of other board policies denoting possible connections and references. We will not present referenced policies in these reports unless there are changes to be considered.

Policy IHF – Graduation Requirements

We are expanding our policy on graduation requirements to provide exceptions for when local credits required in excess of the state minimum requirements for graduation must and may be waived. As you may know, the State of Kansas requires a minimum of 21 credits to receive a high school diploma. The USD 232 Board of Education raised the local requirement to 25 credits effective with the class of 2002.

Credits Required for Graduation

	USD 232	State of Kansas
English Language Arts	4.5	4
Social Science	3.5	3
Science	3	3
Mathematics	4	3
Physical Education/Health	1.5	1
Fine Arts	1	1
Electives	7.5	6
Total	25	21

First, state law, specifically K.S.A. 38-2285 and K.S.A. 38-2388, provides that diplomas must be awarded to students meeting state minimum requirements if the student is at least 17 years old; is enrolled or resides in the district; and was in custody of a federally recognized Indian tribe in this state, the Juvenile Services Division of the Kansas Department of Corrections (“KDOC-JS”), or the Department for Children and Families (“DCF”) at any time on or after his or her 14th birthday.

Note that the KDOC-JS is the successor to the Juvenile Justice Authority. Governor Brownback issued an executive reorganizational order to merge the two agencies which became effective July 1, 2013, and both the adult and juvenile justice systems are now under the umbrella of the Kansas Department of Corrections.

Second, the Kansas State Department of Education has recommended other instances when waiver of excess requirements may be in order. Examples include if a student is an adult learner whose four-year cohorts have graduated; or if a student is attending an alternative school or program and has experienced high mobility, teen pregnancy, long-term illness, or other hardship conditions. These recommendations have been included as optional waiver opportunities. Finally, the recommended revision includes formatting changes and current terminology.

IHF – Graduation Requirements

The board may adopt graduation requirements exceeding the minimums set forth by state regulation.

De Soto High School & Mill Valley High School (Grades 9 – 12) = 25 Credits

English <i>Language Arts</i>	4.5 Units
Social Studies <i>Science</i>	3.5 Units
Mathematics	4.0 Units
Science	3.0 Units
Physical Education/Health	1.5 Units
Fine Arts	1.0 Unit
<i>Electives</i>	<i>7.5 Units</i>

- *Two (2) units must be Technology Electives*

Computers/Technology	2.0 Units
Electives	5.5 Units
<i>Total Credits</i>	<i>25</i>

~~Pursuant to 1996 Kansas Legislature, 'Qualified Admissions' standards will be applied to the freshman class entering Kansas Regents Institutions in the fall of 2001. Beginning in 8th grade, USD 232 will provide students and parents/guardians a copy of Qualified Admissions Standards with enrollment procedures.~~

Unless otherwise provided herein, in order to qualify for graduation, the board requires each candidate to earn 25 academic credits of a type meeting state and district requirements beginning with the class of 2002.

Exceptions may be granted by the superintendent or his/her designee to waive local graduation requirements that are in excess of the state minimum requirements for students on a case by case basis.

The board shall award a student a diploma if the student is at least 17 years old; is enrolled or resides in the district; was in custody of the Secretary of the Kansas Department of Corrections (KDOC), the Secretary for the Kansas Department of Children and Families, or a federally recognized Indian tribe in this state at any time on or after the student's 14th birthday; and has achieved at least the minimum high school graduation requirements adopted by the state board of education.

Other situations may warrant waiver of graduation requirements in excess of the minimum requirements adopted by the state board due to extenuating circumstances or other hardship conditions.

~~Identified special education students may be provided alternative graduation requirements when student needs can be met only through a special program. The special program of at least twenty two (22) instructional units must include one (1) unit of American History, and one half (1/2) unit of American Government with the remaining units earned in the areas of study appropriate to the student's needs, capabilities and interest.~~

BOE Approved 8/2001; 11/2008; 8/2018

New Policy, Section FC – Memorials, Funerals, and Naming of District Facilities

We recommend adding this new policy section concerning hosting funeral and memorial services at schools. Because this is a new policy, language is represented in *italics*.

FC – Memorials, Funerals, and Naming of District Facilities

Requests to use district buildings and/or facilities for displaying permanent memorials, hosting funeral or memorial services, or honoring a person with its name shall be considered in accordance with the following provisions.

Memorials

As places designed primarily to support learning, school sites should not serve as the venue for permanent memorials for students or staff. Permanent memorials for deceased students or staff shall be limited in form to perpetual awards or scholarships for district students.

Any permanent memorials in existence before the adoption of this policy can only be removed by board action.

Funerals

Use of school facilities for funerals and/or memorial services will not be allowed.

Naming of Facilities

The board may consider requests from school and community groups to name an athletic or other school activity facility, building, or a portion thereof for a person provided the proposed name has special significance and/or the person has made an outstanding contribution to the school or the school system. The board may consider naming requests after they are recommended by the superintendent.

BOE approved 8/2018

Policy GAOC – Use of Tobacco Products

We are expanding what used to be the tobacco and electronic cigarette policy for staff to prohibit all devices that can be used to deliver nicotine. This would include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer. We removed certain references to students since it is addressed elsewhere in policy.

GAOC – Use of Tobacco Products *and Nicotine Delivery Devices* in School Buildings – All Employees (See JCDA)

The use of tobacco products in any form *and/or of any nicotine delivery device* is prohibited *for staff members* in any school building, owned, leased or rented by the district; *in other district facilities; and in school vehicles.* ~~used for pupil attendance purposes. (See JCDA)~~

The use and/or possession of tobacco products in any form *and/or of any nicotine delivery device* ~~Smoking by students and/or the possession and use of any other tobacco product~~ is prohibited in any attendance center, at school-sponsored events or on school property. ~~Administrators may report students who are in violation of this policy to the appropriate law enforcement agency.~~

For the purposes of this policy, "nicotine delivery device" means any device that can be used to deliver nicotine to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

USD 232 requests and encourages staff, students, and visitors to support a tobacco free environment on all district property and at school district events and activities. Parents and others visiting or attending school events and activities are requested to cooperate and assist in providing our students a tobacco free setting in which to learn and participate in activities.

The use of tobacco products in any form *and/or of any nicotine delivery device* ~~Tobacco use of any kind~~ is not permitted by any person (staff, student, or visitor) at any time in or on USD 232 property, whether owned, leased, or rented. Staff ~~and students~~ who violate this policy will be subject to disciplinary measures in accordance with applicable school and district policies. Visitors who violate this policy will be asked to cease use of tobacco products *and/or of any nicotine delivery device* in all areas regularly accessible to others and near any facility entry, doorway, open window or air intake where smoking is prohibited. Visitors who refuse to comply with this request may be referred to school security or local law enforcement for violation of district policy and state law related to the Clean Air Act or unwanted presence on school district property.

The policy further prohibits tobacco advertising, marketing, and sponsorship on district property, at school functions, and in school publications.

USD 232 will use signage and, when possible, provide written and verbal notices in district communications and announcements at events to provide awareness of this policy. The district will make available current information regarding smoking and tobacco use cessation programs and provide information to employees who wish to participate in a tobacco cessation program.

BOE Adopted 01/2006; 08/2008; 08/2010; 08/2018

Policy JCDA – Tobacco Use

This policy specifically address students. We are expanding what used to be the tobacco and electronic cigarette policy to prohibit all devices that can be used to deliver nicotine. This would include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

JCDA – Tobacco ~~Use~~ *and Nicotine Delivery Devices*

Use and/or Smoking by students and/or the possession and use of any other tobacco product or nicotine delivery device by students including electronic cigarettes is prohibited in any district facility; in school vehicles; attendance center, at school-sponsored activities, programs, or events; or and on school owned or operated property.

Administrators may report students who are in violation of this policy to the appropriate law enforcement, *as appropriate.* ~~agency. (See GAOC)~~

For the purposes of this policy, “nicotine delivery device” means any device that can be used to deliver nicotine to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

USD 232 requests and encourages staff, students, and visitors to support a tobacco free environment on all district property and at school district events and activities. Parents and others visiting or attending school events and activities are requested to cooperate and assist in providing our students a tobacco free setting in which to learn and participate in activities.

The use of tobacco products in any form and/or of any nicotine delivery device ~~Tobacco use of any kind~~ is not permitted by any person (staff, student, or visitor) at any time in or on USD 232 property, whether owned, leased, or rented. Staff and students who violate this policy will be subject to disciplinary measures in accordance with applicable school and district policies. Visitors who violate this policy will be asked to cease use of tobacco products *and/or of any nicotine delivery device* in all areas regularly accessible to others and near any facility entry, doorway, open window or air intake where smoking is prohibited. Visitors who refuse to comply with this request may be referred to school security or local law enforcement for violation of district policy and state law related to the Clean Air Act or unwanted presence on school district property.

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BOE Approved 6/2005; 12/2008; 08/2010; 5/2013; 08/2018

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Alvie L. Cater, II
Assistant Superintendent

To: Members of the Board of Education
Frank Harwood, Superintendent of Schools
From: Alvie Cater
Date: July 3, 2018
Subject: **Local Wellness Plan (ALERT)**

We are presenting a recommended Local Wellness Plan for the Board's consideration as part of our effort to remain in compliance with federal requirements. We will seek approval at the regularly scheduled meeting in August.

As you may recall, the Board approved changes to its Local Wellness Policy (section JGCA) in August 2017. The policy is mandated for any school district participating in federal Child Nutrition programs, including the National School Lunch and School Breakfast Programs.

The United States Department of Agriculture's Food and Nutrition Service finalized regulations to create a framework and guidelines for written wellness policies and plans established by local school entities. The final rule (7 CFR Sec. 210.31) expands the requirements to strengthen policies/plans and increase transparency, with the responsibility for developing, implementing, and evaluating a wellness policy placed at the local level so the unique needs of each school entity can be addressed.

The administration undertook a process to review and revise a wellness plan to fit federal requirements and local needs. Our Director of Student Nutrition, Jolyn Mortenson, led the process of forming of a wellness committee as directed by the updated policy. The committee is comprised of a school board member, administrators, district food service representative, student, parent/guardian, school health professional, physical education teacher, and member of the public. The members are:

- Jolyn Mortenson, Director of Student Nutrition
- Junelle Woolery, Physical Education Teacher
- Julie Johnson, Member of the Public
- Angela Handy, Board of Education Member
- Abby Miller, Student
- Amy Freeman, Parent/Guardian
- Tara Harmon-Moore, Health Services Coordinator
- Pam Hargrove, Elementary Principal
- Melissa Hansen, Middle School Principal

- Alvie Cater, Assistant Superintendent

The committee's primary function is to develop, implement, and periodically review and update a school wellness plan that complies with law. The result of the committee's initial work is a recommended Local Wellness Plan, a copy of which is included with this written report. The committee will meet at least once every three years to assess the contents of the plan as part of a continuous improvement process to ensure proper implementation. If the plan is approved by the Board, the district will annually inform and update the public about the plan via the district's website.

The recommended Local Wellness Plan includes methods to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal standards. Much of what is included in the plan are steps that were already underway across the district and is formally recognized in the plan. If you have any questions, please let us know.

#

The wellness committee is comprised of students, parents, principals, and other district staff. Each year the committee meets to assess the progress and fine tune the goals of the district wellness policy. In a continued effort to provide a consistent message for the health of our students, the wellness committee has approved the following wellness plan for 2018-2019.

NUTRITION

SCHOOL MEALS

All schools will provide breakfast and lunch through the USDA School Meal Programs. All school meals are required to meet or exceed specific standards set forth by the USDA.

Barriers to student participation in the Child Nutrition programs will be eliminated:

- Building administrators will ensure that students have at least 10 minutes to eat breakfast and at least 15 minutes to eat lunch; from the time they receive their trays.
- The cafeteria is clean, orderly and inviting.
- Adequate seating is available to accommodate all students served during each meal.
- Adequate supervision is provided in the dining area.
- Students are allowed to appropriately converse with one another while they eat their meals.
- Nutritional menu resources are available online at: <http://usd232.nutrislice.com/>
- Substitutions are provided for students with medical disabilities identified by a licensed physician.
- The Department of Student Nutrition will develop and publicize monthly menus online at: <http://usd232.nutrislice.com/>
- The daily menu will be posted before each serving line.

Breakfast

In addition to complying with USDA regulations and state policies for breakfast, students will be offered at least three different fruits each week on three different days, at least one fruit per week will be fresh. Skim (nonfat) milk and 100% juice will be offered daily.

The Department of Student Nutrition will put out promotional information that contains the benefits of breakfast.

Breakfast will not be denied to any student that was late due to a late bus arrival at the school. Late students that walk to school or are provided private transportation will not be allowed to eat breakfast if arrive after the serving time. Exceptions will be made on a case to case basis, involving the teacher, principal and kitchen manager.

Lunch

All lunches, along with complying with USDA and state regulations, will be comprised of:

- At least four choices of fruits and vegetables are offered daily.
- At least ten different fruits and vegetables are offered monthly.
- An additional 1 cup vegetable offering is available weekly from any of the three subgroups (dark-green, red/orange, dry beans and peas).
- Fresh fruits and fresh vegetables are offered daily.
- Skim (nonfat) milk is offered daily.
- 100% juice is offered daily.
- Students have access to free drinking water throughout the school day, including during meal service.
- All grain-based desserts will be whole-grain rich formulation.

A LA CARTE

A la Carte items must comply with USDA Smart Snack requirements.

SMART SNACKS

The Smart Snacks in Schools nutrition standards apply to all foods and beverages sold and consumed by students in and outside the school meals programs – including vending machines, a la carte, school stores and fundraising.

Smart Snacks will be in effect for the entire school day (midnight to 30 minutes after the end of the school day) across the entire school campus.

Smart Snacks will not apply to foods served as part of classroom celebrations, evening events, or weekend events. However, the Department of Student Nutrition will provide teachers and parents with information on healthy options for classroom rewards, parties, and celebrations.

SMART SNACK REQUIREMENTS

Nutrition Standards for Foods	Nutrition Standards for Beverages
Any food sold in schools must: • Be a “whole grain-rich” grain product; or • Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or • Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or • Contains 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).* Food must also meet several nutrient requirements: • Calorie Limits: ○ Snack items: ≤ 200 calories ○ Entrée items: ≤ 350 calories • Sodium Limits: ○ Snack items: ≤ 200 mg ○ Entrée items: ≤ 480 mg • Fat Limits: ○ Total Fat: ≤ 35% of calories ○ Saturated Fat: < 10% of calories ○ Trans Fat: zero grams • Sugar Limit: ○ ≤35% of weight from total sugars in foods	Elementary School may sell: • Plain water or plain carbonated water (no size limits) • Low fat milk, unflavored (≤8 oz) • Non fat milk, flavored or unflavored (≤8 oz) • 100% fruit or vegetable juice (≤8 oz) • No caffeinated beverages Middle School may sell: • Plain water or plain carbonated water (no size limits) • Low fat milk, unflavored (≤12 oz) • Non fat milk, flavored or unflavored (≤12 oz) • 100% fruit or vegetable juice (≤12 oz) • No caffeinated beverages High School may sell: • Plain water or plain carbonated water (no size limits) • Other flavored and/or carbonated beverages ≤20 fl oz, that have ≤ 5 calories per 8 fl oz or ≤ 10 calories per 20 fl oz. • Other flavored and/or carbonated beverages ≤12 fl oz, that have ≤ 40 calories per 8 fl oz or ≤ 60 calories per 12 fl oz. • Low fat milk, unflavored (≤12 oz) • Non fat milk, flavored or unflavored (≤12 oz) • 100% fruit or vegetable juice (≤12 oz) • Beverages that meet above criteria may also contain caffeine. • In addition to the above regulations, schools will not sell carbonated sodas.

VENDING

In the food service area, competitive sales of any food or beverage will not take place from midnight until the last lunch period. Vending machines that students can access must follow the Smart Snack in Schools guidelines. If the vending machine is located in the food service area, the machine must be turned “off” from midnight until the end of the last lunch period.

DURING THE SCHOOL DAY

In the food service area, competitive sales of any food or beverage will not take place from midnight until the end of the last lunch period. Every effort should be made so that class parties and food rewards are not in competition with the school breakfast and lunch program.

STUDENT FUNDRAISERS

School fundraising activities will be approved with consideration of the following:

1. Fundraising activities held during the school day involving the sale of food or beverages will be limited to foods that meet the USDA Smart Snacks in Schools Standards; unless an exemption is approved by the building principal or his/her designee as prescribed by Federal and state regulations
2. Availability of any food or beverage items sold as part of a fundraising activity will be restricted from midnight until after the last lunch period;
3. Fundraising activities that promote physical activity will be encouraged; and
4. District staff members are encouraged to select foods and beverages which are low in sugar and fat content to be sold as part of any fundraisers for school sponsored activities, programs, or events outside of the school day.

Exempt fundraiser foods or beverages may **not** be sold in competition with school meals in the food service area during the meal service.

PROFESSIONAL DEVELOPMENT

Student Nutrition employees will receive food safety training upon employment and up to 12 hours of on-going staff development per school year.

NUTRITION PROMOTION & EDUCATION

All students in grades K-12, including students with disabilities, special healthcare needs and in alternative education settings, has the opportunity to participate in a variety of learning experiences that support the development of healthful eating habits.

CLASSROOM

The nutrition education curriculum is sequential and consistent with the current Kansas State Board of Education approved health teaching standards for K-12.

Teachers will receive an updated list of nutrition resources and be able to secure recommended nutrition education resources in adequate quantities for their students. Teachers will also be offered trainings focusing on nutrition related topics.

Nutrition education will be based on the most recent Dietary Guidelines for Americans.

Nutrition education will be taught by a teacher licensed by the Kansas State Department of Education or under the direct supervision of such a teacher. The licensed teacher will approve the instructional materials and method; and have ongoing, open communication with the individual providing instruction. Schools will be encouraged to use qualified personnel to provide nutrition education from organizations such as KSDE, K-State Research and Extension, health and agriculture organizations, universities, consulting Registered Dietitians and school nursing staff.

CAFETERIA

The Department of Student Nutrition will display attractive, current, nutrition education materials prominently in dining areas and changed on a quarterly basis. National School Lunch Week and National School Breakfast week will be celebrated at each cafeteria.

USD 232 administrators, teachers and classified staff will encourage students to start each day with breakfast.

DURING THE SCHOOL DAY

The Department of Student Nutrition will provide at least one taste test throughout the year on new food items they would like to have on the menu for each school building. In addition, the Director of Student Nutrition will meet with the Student Advisory Council at least once per year to involve students in helping plan menus.

The Director of Student Nutrition will be available, on request, to come and speak to students or staff on the nutrition requirements for school meals and involve students in planning menus.

FAMILY AND COMMUNITY

Parents are always encouraged to join students for school meals.

Information encouraging parents to teach their children about health and nutrition and assisting them in planning nutritious meals for their families will be available monthly on the Department of Student Nutrition Website.

STAFF WELLNESS

The district encourages each member of the staff (both certified and non-certified) to serve as a healthy role model for students.

Staff will have opportunities to help develop and participate in programs and activities aligned with the Alliance for Healthier Generations to promote healthful eating, physical activity and other elements of a healthy lifestyle.

PHYSICAL EDUCATION

All students in grades K-12, including students with disabilities, special healthcare needs and in alternative education settings, has the opportunity to participate in moderate to vigorous physical activity on a regularly scheduled basis during the school year.

PHYSICAL EDUCATION CLASSES

All physical education teachers will be licensed by the Kansas State Department of Education. The physical education curriculum they will teach will be sequential and consistent with Kansas State Board of Education approved physical education teaching standards for pre-Kindergarten through grade 12.

The district provides a physical and social environment that encourages safe and enjoyable physical activity for all students, including those who are not athletically gifted. Adequate age-appropriate equipment is available for all students to participate in physical activity. Students have the opportunity to participate in lifetime physical activities.

All elementary and middle school students will have the opportunity to receive, on average, 150+ minutes of physical education per week, which includes at least 50% of the minutes engaged in moderate to vigorous physical activity **based upon physical and/or health condition.**

High School students will have additional opportunities for physical education.

PHYSICAL ACTIVITY THROUGHOUT THE DAY

The District will look to provide professional development on integrating physical activity into core/non-core subjects will be provided to teachers, school nurses, and building administrators at least once per year.

The District encourages extra physical activity time as an option for classroom rewards.

INTEGRATED SCHOOL BASED WELLNESS

The Health Services Coordinator and Health Enhancement coordinator will work collaboratively to implement Center for Disease Control's 'Whole School, Whole Community, Whole Child' initiative.

The wellness committee is part of a district well-being team that meets at least once per year.

Committee Members:

Alvie Cater, Assistant Superintendent
Jolyn Mortenson, Director of Student Nutrition
Junelle Woolery, Physical Education Teacher
Julie Johnson, USD 232 Health Enhancement Coordinator
Angela Handy, USD 232 Board of Education Member
Abby Miller, Student
Amy Freeman, Parent/Guardian
Tara Harmon-Moore, Health Services Coordinator
Pam Hargrove, Elementary Principal
Melissa Hansen, Middle School Principal

Questions? Please contact Alvie Cater, acater@usd232.org or Jolyn Mortenson, jmortenson@usd232.org.



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

KEN LARSEN
Asst. Supt., Business & Operations

TO: Mr. Frank Harwood, Superintendent of Schools
USD 232 Board of Education Members
FROM: Ken Larsen, Asst. Supt., Business & Operations
DATE: Tuesday, July 3, 2018
SUBJECT: Unencumbered Cash Balance's – (FYI REPORT)

KSA 72-6460 requires the Superintendent to report the unencumbered cash balance of specific funds each year to the local board of education during its July meeting, and to the State Board of Education by no later than July 12. The report on the unencumbered cash balance of specific funds required by the statute was submitted to the Kansas Department of Education on July 3, 2018. This report is attached as Attachment 1.

Please note that line 1, Fund 06, shows a negative balance of \$2,538,523. This is the amount due USD 232 for the balance of its June General State Aid, which is to be paid July 6, 2018. The State requires us to record this amount as a June 30 payment, which we carry as a "deposit in transit" so after this amount is recorded Fund 06 will show a zero (0) balance which is what it should show as no carryover is allowed in Fund 06.

Also please note that line 2, Fund 08, shows a balance of \$57,185. USD 232 is due \$609,955 for the balance of its June Supplemental General Fund (LOB) State Aid which is to be paid July 6, 2018. The State requires us to record this amount as a June 30 payment, which we carry as a "deposit in transit", so after this amount is recorded Fund 08 will show a carryover balance of \$667,140.

Please call me with any questions you might have.

**Unencumb. Cash
Balance-July 1**

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LEA Forms>Unencumb7>Cash Balance Form

USD # D0232

2018-2019 Status: IN PROGRESS

Unencumbered Cash Balances for July 1

Save successful.

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2015 Senate Bill 112 states the Department of Education will report on a quarterly basis to the Director of Legislative Research, monthly unencumbered fund balances as of the 1st of each month for every school district for the following funds:

Fund Number	Fund Name	July 1, 2018 Unencumbered Cash Balance
06	General Fund	-2538523
08	Supplemental General Fund	57185
10	Adult Education	0
11	At Risk (4 Year Old)	4715
12	Adult Supplemental Education	0
13	At Risk (K-12)	33026
14	Bilingual Education	28137
15	Virtual Education	0
16	Capital Outlay	16152961
18	Driver Education	29621
19	Declining Enrollment	0
22	Extraordinary Schools	0
24	Food Service	452970
26	Professional Development	121663
28	Parent Education Program	11007
29	Summer School	0
30	Special Education	712697
33	Cost of Living	25636
34	Vocational Education	96079
35	Gifts and Grants	32320
42	Special Liability	0
44	School Retirement	0
45	Extraordinary Growth (Ancillary)	0
47	Special Reserve	1352435
53	Contingency Reserve Fund	2800000
55	Textbook & Student Material Revolving	592652
56	District Activities	29873
57	Tuition Reimbursement	0
67	Special Assessment	101245
78	Special Education Coop	0
TOTAL		20095699

20,095,699.

[Save](#)

0 0

Attachment 1