Board of Education Agenda
Wichita Public Schools · USD 259
May 19, 2025 · 12:00 p.m.
Alvin E. Morris Administrative Center · Room 809
903 S. Edgemoor · Wichita KS

Wichita Public Schools will be the premier district of choice, and inspire each student and staff member to thrive and become future ready within the greater community.

I. Roll Call

II. Consent

A. Facilities

1. South High School Baseball Field Lighting Replacement

   Contact(s): Luke Newman

   Funding Source: Capital Outlay; 2024-25 Budget

   Purpose: The Capital Outlay Budget includes monies to replace the baseball field lights at South High School. The existing lights are past the end of life and repairs are increasingly difficult to complete due to their age. The new lights will be LED. We will purchase these fixtures through the Sourcewell Purchasing Cooperative contract #041123-CPL.

   Recommendation: It is recommended the Board replace these stadium lights through Cooper Lighting, LLC, using the Sourcewell Purchasing Cooperative contract #041123-CPL in the amount not to exceed $175,000.

2. South High School Parking Lot Lighting Replacement

   Contact(s): Luke Newman, Terri Moses

   Funding Source: Capital Outlay; 2024-25 Budget

   Purpose: The Capital Outlay Budget includes monies to replace lighting in the main student parking lot at South High School. The existing lights are at end of life and this replacement includes retrofitting to LEDs. This replacement increases the amount of light in the main student parking lot, enhancing safety and effectiveness of security cameras. We will purchase these fixtures through the Consolidated Electrical Distributors (CED) State Contract #51089.

   Recommendation: It is recommended that the Board replace the main student parking lot lighting at South High School through Rensenhouse, LLC, using the CED State Contract #51089 in the amount not to exceed $26,575.

3. Heights High School Auditorium Lighting Replacement

   Contact(s): Luke Newman

   Funding Source: Capital Outlay; 2024-25 Budget

Purpose: The Capital Outlay Budget includes monies to replace Heights High School Auditorium Lighting. The existing lights are at end of life and this replacement includes retrofitting to LEDs. We will purchase these fixtures through the CED State Contract #51089.

Recommendation: It is recommended the Board replace auditorium lighting at Heights High School through Rensenhouse, LLC, using the CED State Contract #51089 in the amount not to exceed $49,350.

4. Heights High School Parking Lot Lighting Replacement

   Contact(s): Luke Newman, Terri Moses

   Funding Source: Capital Outlay; 2024-25 Budget

   Purpose: The Capital Outlay Budget includes monies to replace Heights High School Parking Lot Lighting. The existing lights are at end of life and this replacement includes retrofitting to LEDs. This work is to replace heads of the lights only, not the entire light pole. We will purchase these fixtures through the CED State Contract #51089.

   Recommendation: It is recommended that the Board replace parking lot lighting at Heights High School through Rensenhouse, LLC, using the CED State Contract #51089 in the amount not to exceed $78,350.

B. Bids

1. Purchasing Consent Appendix 1

   Purpose: Report

   Recommendation: Board approval.

   Summary

Description of Products/Services	Amount	Responsible Party
1. Business U License	$24,530.00	Tim Hamblin/Rob Dickson
2. E-Rate Management Servies-Annual	$75,000.00	Rob Dickson
3. Microsoft Imagine Academy - Annual	$66,000.00	Rob Dickson
4. Multi-Factor Authentication - Annual	$40,000.00	Rob Dickson
5. SNAP Software Support and Maintenance - Annual	$82,500.00	Rob Dickson
6. eDynamic Learning	$50,000.00	Rob Dickson
7. Freshservice - IST Helpdesk Solution/Device Asset Manager	$115,000.00	Rob Dickson
8. Job Ready Work-Based Learning Software	$31,200.00	Tim Hamblin/Loren Hatfield
9. Employee Benefits Care Package Items	$36,000.00	Sean Hudspeth
10. Design & Hosting Services, Ally & Parent Link - Annual	$272,000.00	Rob Dickson
11. Duplo 700I Booklet System and Collator	$168,950.67	Fabian Armendariz
12. Nutrition Services Meal Order, Planning & Inventory Management Software	$87,530.00	Fabian Armendariz
13. PE T-Shirts	$70,000.00	Loren Hatfield
14. Certified Evaluation Tool - Annual	$210,000.00	Rob Dickson/Sean

		Hudspeth
15. Destiny Library System Maintenance & Support - Annual	$177,000.00	Rob Dickson
16. Facility Management Software - Annual	$221,000.00	Luke Newman/Rob Dickson
17. Edulog Support & Maintenance - Annual	$120,000.00	Rob Dickson
18. SMART Notebook Software - Annual	$60,000.00	Rob Dickson
19. Synergy Software Enrollment, Maintenance, Support & Enhancements - Annual	$650,000.00	Rob Dickson
20. Time Clock Software Support - Annual	$225,000.00	Rob Dickson
21. Food - April 2025	$202,654.35	Fabian Armendariz
22. Supply Warehouse Stock - April 2025	$404,738.30	Fabian Armendariz

C. Learning Services / Special Education Appendix 2

1. 2025-26 Local Education Agency Assurances for IDEA Federal Funds (Annual)

   Contact(s): Vince Evans

   Funding Source: Federal Funding; 2025-26 Budget

   Purpose: In order to receive approximately $14 million in Federal funds to provide Special Education Services under the Individuals with Disability Education Act (IDEA) guidelines, USD 259 must provide the Kansas State Department of Education (KSDE) an assurance that the district will comply with all Federal and State special education requirements. Once assurances are provided, Wichita Public Schools will provide KSDE with the district's proposed budget for the 2025-26 school year by June 2025. The district will then provide a finalized expended budget to KSDE in June 2026.

   Recommendation: It is recommended the Board approve the KSDE Local Education Agency (LEA) Application for the Individuals with Disability Education Act (IDEA) Part B Funds, as attached in the appendix.

2. YESS Camp Appendix 3

   Contact(s): Vince Evans, Ryan Alliman

   Funding Source: Special Education; 2025-26 Budget

   Purpose: AbilityPoint, in partnership with the Wichita Public Schools, will provide summer learning opportunities for community students with developmental disabilities for the 2025 summer. The partnership allows students to learn in district classroom settings in combination with community inclusion opportunities.

   Recommendation: It is recommended that the Board authorize the district to enter into an agreement with AbilityPoint to provide summer learning opportunities for community students with developmental disabilities for the 2025 summer.

3. Rainbows United, Inc. (Renewal) Appendix 4

   Contact(s): Vince Evans, Hollie Dawson-Butler

   Funding Source: Special Education; 2025-26 Budget

   Purpose: In order to comply with the Individuals with Disabilities Education Act and with the state guidelines for mandated services (K.S.A. 72-3403), USD 259 proposes to enter into a contractual agreement with Rainbows United, Inc., to serve community-based students, for the provision of special education services under an Individualized Education Program or Individualized Family Services Plan. By this contract, Rainbows

United, Inc. agrees to provide community-based instruction and training for students ages 3-5, as selected by the district. The base amount for this agreement is $180,000; the cost may increase for additional services requested by the district but will not exceed $240,000.

Recommendation: It is recommended the Board authorize the district to enter into an agreement with Rainbows United, Inc. during the 2025-26 school year to provide special education services for community-based children ages 3-5, selected by the district, not to exceed $240,000 to be funded by Special Education.

4. Forgivable Loan to Certify Special Education Teachers (Annual)

   Contact(s): Vince Evans, Justin Hawpe

   Funding Source: Special Education; 2025-26 Budget

   Purpose: To meet the growing demand for highly qualified Special Education teachers, in 1999 a committee comprised of Special Education and Human Resources staff developed a plan of financial support for certifying Special Education teachers. The plan will continue to provide financial support for up to 70 individuals with general education certification who wish to pursue a Special Education endorsement and/or licensure. The funds will be allocated to teachers employed by the district in the most difficult to fill positions as determined annually by the forgivable loan committee.

   The estimated cost impact from Special Education funds for 2025-2026 is not to exceed $330,000.

   Recommendation: It is recommended the Board authorize the district to continue to pay for 2025-26 school year tuition and book expenses for up to 70 teachers to become certified in Special Education. Costs are not to exceed $330,000 and will be funded by the Special Education budget.

5. Independent Contractor Agreement for Braille Transcription Appendix 5

   Contact(s): Vince Evans, Hollie Dawson Butler

   Funding Source: Special Education; 2025-26 Budget

   Purpose: In order to comply with the Individuals with Disabilities Education Act and with the state guidelines, K.S.A. 72-3403, for mandated services, USD 259 proposes to enter into a contractual agreement with Miranda Broderick to provide braille transcription and modify instructional materials into large print based on the District's specifications for the 2025-26 school year. Miranda Broderick agrees to provide up to and not exceeding 40 hours of service per week to support the instructional needs of students with visual impairments across the District. The maximum contract cost is not to exceed $69,000.00, to be funded by Special Education. This contract runs from July 1, 2025 to June 30, 2026.

   Recommendation: It is recommended the Board authorize the district to enter into an agreement with Miranda Broderick during the 2025-26 school year to provide braille transcription and instructional material modification services for up to 40 hours per week, not to exceed a cost of $69,000.00 to be funded by Special Education.

6. Destination Innovation (Formerly Rise Up for Youth) Agreement

   Contact(s): Loren Hatfield

   Funding Source: N/A

   Purpose: Rise Up for Youth is merging out of existence with Destination Innovation, a new non-profit that will assume Rise Up's obligations. This requires the board's consent to the agreement with the new non-profit, Destination Innovation. At this time there is no cost being requested, just board consent with the new organization.

Recommendation: It is recommended the Board approve the assignment of an agreement with Destination Innovation.

III. Reports

A. Building Needs Assessment

Contact(s): Addi Lowell, Gil Alvarez

Purpose: The Kansas Statute K.S.A. 72-1163, Sub for HB2567, requires each school to conduct a building needs assessment, which must be included in the budget review and approval process. Wichita Public Schools (WPS) aligns this with their strategic plan goals. The assessments must be published online, and the Board of Education (BOE) meeting minutes must reflect that these assessments were provided, evaluated, and used in budget approval. The BOE must also review state assessments and address barriers to student proficiency, budget actions to remove these barriers, and the estimated time for all students to achieve proficiency above level 2. District Leadership will start the process by presenting summarized building needs assessment data, as well as the 2023-24 state assessment data.

Recommendation: This report on the building needs assessment is for the Board's information.

IV. Adjournment

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

1. BUSINESS U LICENSE **BID EXEMPT**
Responsible party as indicated in the summary: Tim Hamblin/Rob Dickson

Recommendation:
It is recommended the Board approve payment be made in the amount of $24,530.00 to Stukent Inc. (Idaho Falls, ID) for CTE Business U licenses for use in district high school CTE classes.

Explanation: Bid Exempt

Tabulation:
Stukent Inc. **$24,530.00 BE**

Funding Year and Funding: 2024-2025 Carl Perkins Grant

Reason for Purchase: Business U is an online resource that helps prepare students for success with engaged, standards-based business projects and simulations through their interactive platform. The Business U projects and simulations integrate with Canvas.

2. E-RATE MANAGEMENT SERVICES – ANNUAL **BID EXEMPT**
Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended that the Board approve payment to E-Rate Elite Services, Inc. (Owings Mills, MD), not to exceed $75,000.00 for the E-Rate and Emergency Connectivity Fund application processing and consulting.

Explanation: Bid Exempt

Tabulation:
E-Rate Elite Services Inc. **$75,000.00 BE**

Funding Year and Funding: 2025-2026 Supplemental General Funds

Reason for Purchase: E-Rate Elite will assist the District with the E-Rate Application Process, including training, monitoring, and evaluation focusing on program compliance to maximize commitments and reimbursements.

3. MICROSOFT IMAGINE ACADEMY – ANNUAL **BID EXEMPT**
Responsible party as indicated in the summary: Rob Dickson

Recommendation
It is recommended that the Board approve payment to Northwest Council for Computer Education (NCCE), (Coeur d'Alene, ID) for onsite support, coaching, and ongoing virtual support in an amount not exceeding $66,000.00. The contract term is July 1, 2025, through June 30, 2026.

Explanation: Bid Exempt

Tabulation:
NCCE **$66,000.00 BE**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Microsoft Imagine Academy training is designed for EI Academy teachers and students with an emphasis on courses centered on computer science.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

4. MULTI-FACTOR AUTHENTICATION – ANNUAL **BID EXEMPT**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended that the Board approve payment to Pathlock (Dallas, TX), in the amount of $40,000.00 for the Pathlock data security platform.

Explanation: Bid Exempt

Tabulation:
Pathlock **$40,000.00 BE**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: As online threats continue to increase, multi-factor authentication is needed to ensure our safety and security with data such as PeopleSoft. Pathlock allows us to natively integrate our existing Single Sign-On and Multi-Factor Authentication through Azure AD with PeopleSoft.

5. SNAP SOFTWARE SUPPORT AND MAINTENANCE - ANNUAL **BID EXEMPT**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended the Board approve payment not to exceed $82,500.00 to Professional Software for Nurses, Inc. (Amherst, New Hampshire) for the upgrade to cloud services for SNAP and annual renewal of SNAP software.

Explanation: Bid Exempt

Tabulation:
Professional Software for Nurses, Inc. **$82,500.00 BE**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Wichita Public Schools Students' health data is of paramount importance. The private cloud service will deliver all the agility, scalability and efficiency needed while also providing greater levels of control and security, making it ideal for our large district which must comply with strict regulations and governance obligations regarding student health data. The cloud service follows the data security practices recognized by the SSAE 16 security protocol. The high-level encryption methods render data unreadable if a security breach were to occur. They maintain full FERPA and HIPAA compliance, ensuring that data remains secure and always protected.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

6. EDYNAMIC LEARNING **BID EXEMPT**
Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended the Board approve payment to eDynamic Holding LP (Hadley, MA) in an amount not to exceed $50,000.00, for licenses for students and teachers for any courses listed in the CTE and electives library.

Explanation: Bid Exempt

Tabulation:
eDynamic Holding LP **$50,000.00 BE**

Funding Year and Funding: 2024-2025 Virtual Fund

Reason for Purchase: This software renewal for Education Imagine Academy provides students with access to a wide range of accredited, high-quality, interactive, and engaging online elective and CTE courses. eDynamic Learning allows for a more personalized and flexible learning experience, helping students to achieve their full potential and allows EIA to stay in compliance with state of Kansas graduation requirements.

7. FRESHSERVICE – IST HELPDESK SOLUTION/DEVICE ASSET MANAGER **BID EXEMPT**
Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended the Board approve payment be made to Freshworks, Inc. (San Mateo, CA), in an amount not to exceed $115,000.00, for annual support and maintenance for Freshservice. This item was reported at the May 5, 2025 BOE meeting for approval utilizing 25-26 funds. This request is for 24-25 funds.

Explanation: Bid Exempt

Tabulation:
Freshworks, Inc. **$115,000.00 BE**

Funding Year and Funding: 2024-2025 Capital Outlay/Supplemental General Fund

Reason for Purchase: Freshservice allows for integration with Microsoft Teams as well as automated escalation of support requests. Support, implementation, and training for Freshservice help desk solution and asset management software.

8. JOB READY WORK-BASED LEARNING SOFTWARE **BID EXEMPT**
Responsible party as indicated in the summary: Tim Hamblin/Loren Hatfield

Recommendation:
It is recommended the Board approve payment be made in the amount of $31,200.00 to Eduready 360 (Latrobe, PA) for software to monitor and track student work-based learning experiences.

Explanation: Bid Exempt

Tabulation:
Eduready 360 **$31,200.00 BE**

Funding Year and Funding: 2025-2026 Carl Perkins Grant

Reason for Purchase: The district uses software to monitor and track student work-based learning experiences. The Eduready 360 (Jobready) builds upon this by performing the same function while also tracking at a lower cost, many of the post-secondary assets required for graduation starting with the Class of 2028.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

9. EMPLOYEE BENEFITS CARE PACKAGE ITEMS **BID EXEMPT**
Responsible party as indicated in the summary: Sean Hudspeth

Recommendation:
It is recommended the board approve the purchase of various items from Yeti Corporate Sales, (Austin, TX) in an amount not to exceed $36,000.00 for the use by Employee Benefits. These items will originally be purchased by the district using district funds but will be reimbursed by UMR through wellness credits.

Explanation: Bid Exempt

Tabulation:
Yeti Corporate Sales **$36,000.00 BE**

Funding Year and Funding: 2024-2025 and 2025-2026 General Funds

Reason for Purchase: Items to be purchased for district employee care packages, a program through Human Resources Employee Benefits utilizing our insurance providers wellness credits.

10. DESIGN & HOSTING SERVICES, ALLY & PARENT LINK – ANNUAL **IACP**
Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended the Board approve payment by made to Finalsite (Glastonbury, CT) utilizing the TIPS Contract # 220701 in the amount not to exceed $272,000.00, for hosting, support, and maintenance of the web and portal site of the Wichita Public School's website. The contract term is July 1, 2025, through June 30, 2026.

Explanation: Inter-Agency Cooperative Purchase

Tabulation:
Finalsite **$272,000.00 MC**
TIPS CONTRACT # 220701

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Finalsite is the current provider of web services to USD 259.

11. DUPLO 700I BOOKLET SYSTEM AND COLLATOR **IACP**
Responsible party as indicated in the summary: Fabian Armendariz

Recommendation:
It is recommended the Board approve payment be made to SumnerOne Inc. (Wichita, KS) utilizing Sourcewell Cooperative Contract #112124-KON, not to exceed the amount of $168,950.67, for the purchase of a Duplo 700i booklet system and collator, to be used by the Print Center.

Explanation: Inter-Agency Cooperative Purchase

Tabulation:
SumnerOne Inc **$168,950.67 IACP**
Sourcewell Cooperative Contract #112124-KON

Funding Year and Funding: 2024-2025 Supplemental General Funds

Reason for Purchase: The proposed Duplo 700i will replace our current, 13-year-old, Duplo 5000 system due to replacement parts becoming obsolete. The booklet maker will be used for finishing Decoding, Journeys, Science Journals, and other various print orders that are printed in mass quantities on the offset presses.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

12. NUTRITION SERVICES MEAL ORDER, PLANNING AND INVENTORY MANAGEMENT SOFTWARE **IACP**

Responsible party as indicated in the summary: Fabian Armendariz

Recommendation:
It is recommended the Board approve payment be made to Primero Edge dba Cybersoft Technologies Inc (Houston, TX) utilizing the TIPS Cooperative Contract #230402, not to exceed the amount of $87,530.00, for meal order, planning and inventory management software to be used by Nutrition Services. The contract term is July 1, 2025, to June 30, 2026.

Explanation: Inter-Agency Cooperative Purchase

Tabulation:
PrimeroEdge dba Cybersoft Technologies, Inc. **$87,530.00 IACP**
TIPS Cooperative Contract #230402

Funding Year and Funding: 2025-2026 Nutrition Services Fund

Reason for Purchase: Cybersoft Technologies Inc. software is used for menu planning, ordering, production, inventory control, shipping/receiving, digital menus, and digital signage to be used by Nutrition Services.

13. PE T-SHIRTS **IACP**

Responsible party as indicated in the summary: Loren Hatfield

Recommendation:
It is recommended the Board approve the purchase of custom printed PE T-shirts for our Districts Middle and High School students from BSN Sports LLC (Dallas, TX), utilizing the OMNIA Partners Contract # R201101 with Region 4 Education Service Center (Houston, TX), in the amount not to exceed $70,000.00.

Explanation: Inter-Agency Cooperative Purchase

Tabulation:
BSN Sports LLC **$70,000.00 IACP**
OMNIA Partners #R201101

Funding Year and Funding: 2024-2025 Student Material Revolving Fund

Reason for Purchase: To continue the District Standard PE uniform for all middle school and high school students. The fee for these shirts will be included in the standard district enrollment fees.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

14. CERTIFIED EVALUATION TOOL – ANNUAL **MASTER CONTROL**
Responsible party as indicated in the summary: Rob Dickson/Sean Hudspeth

Recommendation:
It is recommended payment be made to, Learning Sciences International (West Palm Beach, FL) in the amount not to exceed $210,000.00, and be approved for the annual software licensing, support, and maintenance for the Marzano Certified iObservation tool and library. The package includes software user licenses and access, workshops, professional development, and training materials.

Explanation: Master Control

Tabulation:
Learning Sciences International **$210,000.00 MC**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: The Marzano iObservation tool and library are to be used by the district for the evaluation and observation of certified buildings and district staff as per the Kansas State Statute.

15. DESTINY LIBRARY SYSTEM MAINTENANCE & SUPPORT – ANNUAL **MASTER CONTROL**
Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended payment be made to Follett School Solutions, Inc. (Chicago, IL), in the amount of $177,000.00, for annual support and maintenance of Destiny Library, Textbook, and Asset Systems software.

Explanation: Master Control

Tabulation:
Follett School Solutions, Inc. **$177,000.00 MC**

Funding Year and Funding: 2024-2025 Various Funds

Reason for Purchase: This is for annual maintenance and support of Destiny Library, Textbook, and Asset System software used by the district's libraries.

16. FACILITY MANAGEMENT SOFTWARE – ANNUAL **MASTER CONTROL**
Responsible party as indicated in the summary: Luke Newman/Rob Dickson

Recommendation:
It is recommended the Board approve payment be made to Llama (Austin, TX), not to exceed the amount of $221,000.00, for Tririga facility management software, the district's work order system. This item was reported at the May 5, 2025, BOE meeting for approval utilizing 25-26 funds. This request is for 24-25 funds.

Explanation: Master Control

Tabulation:
Llama **$221,000.00 MC**

Funding Year and Funding: 2024-2025 Capital Outlay/Supplemental General Fund

Reason for Purchase: Llama will provide licensing, support, and an upgrade to Tririga annually.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

17. EDULOG SUPPORT & MAINTENANCE – ANNUAL **MASTER CONTROL**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended payment be made to Education Logistics (Edulog) (Missoula, MT) in the amount of $120,000.00 for support and maintenance of Edulog software. The contract term is from July 1, 2025, through June 30, 2026.

Explanation: Master Control

Tabulation:
Education Logistics **$120,000.00 MC**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Edulog is used by Transportation to assist in the routing of buses. This includes WebQuery (WPS School Finder), Edutracker (GPS integration with scheduling software), and Web School Assistance, which allows schools to access their bus information electronically.

18. SMART NOTEBOOK SOFTWARE – ANNUAL **MASTER CONTROL**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended payment be made to Kansas City Audio-Visual (Kansas City, MO) in the amount not to exceed $60,000.00 for the SMART Notebook software to be used with the District's SMART Boards.

Explanation: Master Control

Tabulation:
Kansas City Audio-Visual **$60,000.00 MC**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: SMART Notebook is software that allows teachers and administrators to access and store lesson-based data. It is then accessed when using a SMART board.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

19. SYNERGY SOFTWARE ENROLLMENT, MAINTENANCE, SUPPORT, & ENHANCEMENTS - ANNUAL **MASTER CONTROL**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended payment be made to Edupoint Educational Systems, LLC (Mesa, AZ) in the amount of $650,000.00, for enrollment, annual support, maintenance, and enhancements of Synergy Student Information System Software.

Explanation: Master Control

Tabulation:

Edupoint Educational Systems, LLC	**$650,000.00 MC**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Synergy is the Student Applications System for USD259. This system supports all Student data including grades, state reporting, and classroom scheduling.

20. TIME CLOCK SOFTWARE SUPPORT – ANNUAL **MASTER CONTROL**

Responsible party as indicated in the summary: Rob Dickson

Recommendation:
It is recommended the Board approve the purchase of time clocks, software annual support, and maintenance from Control Module, Inc., CMI Time Management LLC. (Enfield, CT), in the amount not to exceed $225,000.00.

Explanation: Master Control

Tabulation:

Control Module, Inc.	**$225,000.00 MC**

Funding Year and Funding: 2025-2026 Various Funds

Reason for Purchase: Time clocks and this software are used throughout the district for reporting employee recorded time to the payroll system.

21. FOOD – APRIL 2025 **MASTER CONTROL**

Responsible party as indicated in the summary: Fabian Armendariz

Recommendation:
It is reported food items scheduled to be used for 2024-2025 menus have been purchased in the amount of $202,654.35. An itemized report is attached for review.

Explanation: Master Control

Tabulation:

See Attachment A	**$202,654.35 MC**

Funding Year and Funding: 2024-2025 Nutrition Services Fund

Reason for Purchase: Nutrition Services purchases various food items to complete menus for students.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

22. SUPPLY WAREHOUSE STOCK – APRIL 2025 **MASTER CONTROL**
Responsible party as indicated in the summary: Fabian Armendariz

Recommendation:
It is reported that stock supplies for the Supply Warehouse to be utilized throughout the School District have been purchased for $404,738.30 and an itemized report is attached for review.

Explanation: Master Control

Tabulation:
See Attachment B **$404,738.30 MC**

Funding Year and Funding: 2024-2025 Various Funds

Reason for Purchase: The Supply Warehouse stocks various items used throughout the district. This allows the district to receive large volume discounts because we can request quotes/bids from multiple vendors, providing cost and time savings.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

Terms Legend

Low Bid (LB) – The lowest bid received and one that meets all requirements of the bid.

Low Bid Meeting Specification (LBMS) – Not the lowest priced bid but the lowest bid that meets all requirements of the bid.

Only Bid (OB) – The only bid received in the bid process.

Responsible Proposal (RP) – The proposal deemed by the proposal evaluation committee to have provided the best solution to the stated objectives of the proposal. While pricing is always considered in evaluation, it is rarely the primary selection tool.

Master Control (MC) – Per BOE Policy 3304, Purchase Orders of $20,000 or more that are issued to set aside funds for extended periods of time for payment of such items as utility bills, postage, software maintenance agreements and lease agreements which are necessary and continuing operational expenses that can be secured from an only source provider.

Multiple Sources (MS) – Where it has been determined that multiple sources are necessary to facilitate procurement services in order to minimize expenditures and perform the absolute best services required by the District.

Inter-Agency Cooperative Purchase (IACP) – Contracts issued, awarded and meeting the requirements set forth in Kansas Statute 72-1151 for cooperative purchasing. These contracts are such as but not limited to, contracts by state agencies, federal, national or other state contracts facilitated by a federal or local governmental entity or agency.

Sole Source *(SS)* - A situation created due to the inability to obtain competition. This may result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing authority may require a justification from the requesting user explaining why this is the only source for the requirement.

State Use *(SU)* ***Statute KSA 75-3317 – 3322 and amendments thereto: Same; purchase of products or services by state or school district***
Unified school districts must purchase products on the list certified by the State's director of purchases from qualified vendors when those products meet the specifications identified by the unified school district.

Bid Exempt *(BE)* **–** KSA 72-1151 provides for exemptions from the solicitation of competitive bids and/or proposals.

Request for Purchasing Approval
Supplies $20,000.00 and above
In accordance with BOE Policy 3304
Date: May 19, 2025

Summary:		
Description	**Amount**	**Responsible Party**
1. Business U License	$24,530.00	Tim Hamblin/Rob Dickson
2. E-Rate Management Servies-Annual	$75,000.00	Rob Dickson
3. Microsoft Imagine Academy - Annual	$66,000.00	Rob Dickson
4. Multi-Factor Authentication - Annual	$40,000.00	Rob Dickson
5. SNAP Software Support and Maintenance - Annual	$82,500.00	Rob Dickson
6. eDynamic Learning	$50,000.00	Rob Dickson
7. Freshservice - IST Helpdesk Solution/Device Asset Manager	$115,000.00	Rob Dickson
8. Job Ready Work-Based Learning Software	$31,200.00	Tim Hamblin/Loren Hatfield
9. Employee Benefits Care Package Items	$36,000.00	Sean Hudspeth
10. Design & Hosting Services, Ally & Parent Link - Annual	$272,000.00	Rob Dickson
11. Duplo 700I Booklet System and Collator	$168,950.67	Fabian Armendariz
12. Nutrition Services Meal Order, Planning & Inventory Management Software	$87,530.00	Fabian Armendariz
13. PE T-Shirts	$70,000.00	Loren Hatfield
14. Certified Evaluation Tool - Annual	$210,000.00	Rob Dickson/Sean Hudspeth
15. Destiny Library System Maintenance & Support - Annual	$177,000.00	Rob Dickson
16. Facility Management Software - Annual	$221,000.00	Luke Newman/Rob Dickson
17. Edulog Support & Maintenance - Annual	$120,000.00	Rob Dickson
18. SMART Notebook Software - Annual	$60,000.00	Rob Dickson
19. Synergy Software Enrollment, Maintenance, Support & Enhancements - Annual	$650,000.00	Rob Dickson
20. Time Clock Software Support - Annual	$225,000.00	Rob Dickson
21. Food - April 2025	$202,654.35	Fabian Armendariz
22. Supply Warehouse Stock - April 2025	$404,738.30	Fabian Armendariz

Request for Purchasing Approval
Supplies $20,000.00 and above

In accordance with BOE Policy 3304

Date: May 19, 2025

ATTACHMENT A

FOOD – APRIL 2025

Order	Date	Supplier	Item Description	Amount
WPS2511059	4/1/2025	GOLD STAR FOODS INC	Misc Chips	$ 9,567.16
WPS2511156	4/1/2025	F & A FOOD SALES INC	NS5734 - CHEESE, CUBES, MILD CHEDDAR, REDUCED FAT, 200ct/1oz/case	$ 2,614.00
WPS2511157	4/1/2025	BEN E KEITH COMPANY	NS5736 - CHEESE, CHEDDAR, STICK, INDIVIDUAL PACKAGE, 168ct/1oz/case	$ 1,844.40
WPS2511301	4/3/2025	BEN E KEITH COMPANY	NS5760 - CHEESE, STRING, MOZZARELLA, PART-SKIM, INDIVIDUALLY WRAPPED, REFRIGERATED, 168ct/1oz/case	$ 38,698.80
WPS2511499	4/7/2025	F & A FOOD SALES INC	NS1380 - HAM, ALL PORK, REFRIGERATED, FULLY COOKED, BONELESS, 6ct/2lb/case	$ 9,303.00
WPS2511601	4/8/2025	GOLD STAR FOODS INC	Misc Chips	$ 17,062.91
WPS2511772	4/9/2025	F & A FOOD SALES INC	NS5943 - YOGURT, 2 OUNCE TUBE, FLAVORED, LOW FAT, 96ct/2oz/case	$ 7,526.40
WPS2511775	4/9/2025	F & A FOOD SALES INC	NS5940 - YOGURT, 4 OUNCE, FLAVORED, LOW FAT OR FAT FREE WITH LIVE ACTIVE CULTURES, BULK, 48ct/4oz/case	$ 3,421.44
WPS2511779	4/9/2025	BEN E KEITH COMPANY	NS5980 - YOGURT, VANILLA, REDUCED SUGAR, 6ct/64oz/cs	$ 2,300.76
WPS2511888	4/10/2025	F & A FOOD SALES INC	NS5734 - CHEESE, CUBES, MILD CHEDDAR, REDUCED FAT, 200ct/1oz/case	$ 1,633.75
WPS2512159	4/15/2025	GOLD STAR FOODS INC	Misc Chips	$ 3,680.64
WPS2512183	4/15/2025	BEN E KEITH COMPANY	NS1345 - FISH STICK, ALASKAN POLLOCK, WHOLE GRAIN CRUNCHY BREADED, OVEN READY, FROZEN, 160ct/10lb/case	$ 5,729.76
WPS2512186	4/15/2025	BEN E KEITH COMPANY	NS3781 - MUFFIN, BLUEBERRY, INDIVIDUALLY WRAPPED,WHOLE GRAIN RICH (all other grains enriched), FROZEN, 48ct/case	$ 3,743.04
WPS2512237	4/16/2025	Gregory Packaging Inc	Juice, Minimum 4 fluid ounces, Shelf Stable Aseptic carton with straw	$ 23,385.60
WPS2512387	4/17/2025	F & A FOOD SALES INC	NS6330 - KETCHUP, TOMATO, PORTION PACK, 1000ct/case	$ 3,754.80
WPS2512566	4/22/2025	GOLD STAR FOODS INC	Misc Chips	$ 1,926.36
WPS2512776	4/24/2025	BEN E KEITH COMPANY	NS2970 - SALSA, BOTTLED, 4ct/1gallon/case	$ 2,332.32
WPS2512948	4/28/2025	GOLD STAR FOODS INC	Misc Cereal	$ 34,866.72
WPS2512982	4/29/2025	GOLD STAR FOODS INC	NS4860 – Fritos Corn Chip (1oz), Individual Portion Size, 104/1oz/cs	$ 117.63
WPS2512984	4/29/2025	Gregory Packaging Inc	Juice, Minimum 4 fluid ounces, Shelf Stable Aseptic carton with straw	$ 23,385.60
WPS2512995	4/29/2025	GOLD STAR FOODS INC	Misc Chips	$ 5,759.26
			Total	$ 202,654.35

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Supplies $20,000.00 and above

In accordance with BOE Policy 3304

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ATTACHMENT B

SUPPLY – APRIL 2025

Purchase Order	Date	Supplier	Item Description	Amount
WPS2511452	4/4/2025	BRADY INDUSTRIES OF KANSAS LLC	Microfiber Cleaning Cloth, RED, 16" x 16", package of 12, launder-able, minimum 300 GSM (grams per square meter) fabric weight; "GOLDEN STAR# MC1616RED300" ONLY	$ 4,736.20
WPS2511612	4/8/2025	PYRAMID PAPER COMPANY	Crayon, Wrapped, Crayola, Classic 24 colors, "CRAYOLA 52-3024" or "CRAYOLA 52-0024" ONLY	$ 829.44
WPS2511612		PYRAMID PAPER COMPANY	Paper, drawing, white, 12" x 18", 500 sheets, 60 lb.	$ 719.00
WPS2511612		PYRAMID PAPER COMPANY	Scissors, 5 inch, suitable for K-6 use, sharp/pointed tip, hardened/tempered stainless steel blades, molded plastic handles, approximate total length 5 inches, approximate cut 1.5 - 2 inches	$ 131.04
WPS2511612		PYRAMID PAPER COMPANY	Scissors, 8 inch, suitable for K-6 use, sharp/pointed tip, hardened/tempered stainless steel blades, molded plastic handles, approximate total length 8 inches, approximate cut 3.5 inches	$ 142.56
WPS2511669	4/8/2025	School & Office Products of AR Inc	Dry Erase Board, White, 4 ft H x 6 ft W, Porcelain-on-steel surface, magnetic, aluminum trim, full-length marker tray, mounting hardware included, lifetime warranty; "CLARIDGE LCS2046" **ONLY**	$ 3,675.50
WPS2511669		School & Office Products of AR Inc	Dry Erase Board, White, 4 ft. H x 8 ft. W, Porcelain-on-steel writing surface, magnetic, aluminum trim and full-length marker tray, mounting hardware included, lifetime warranty; "CLARIDGE LCS2048" **ONLY**	$ 4,485.00
WPS2511669		School & Office Products of AR Inc	Map rail, 2" with cork insert, fabric repair department only	$ 689.20
WPS2511669		School & Office Products of AR Inc	Trim, aluminum bulletin board, 9/16" x 12' 6" #182's	$ 5,160.00
WPS2511801	4/10/2025	OFFICE PLUS OF KANSAS	Plunger, with handle and retractable lip	$ 120.60
WPS2511807	4/10/2025	IML Security Supply Co	"LCN 4040XP-689-TBSRT, Door Closer, aluminum finish, hinge/top jamb/parallel arm mounting, fully adjustable spring power to accommodate sizes 1-6, self-reaming and tapping screws included.	$ 8,400.00
WPS2512020	4/14/2025	PYRAMID PAPER COMPANY	Pencil, colored, assorted, 24 per box, "Crayola #68-4024" ONLY	$ 1,198.80
WPS2512081	4/14/2025	STAR LUMBER & SUPPLY CO INC	Lumber, Plywood, Maple, 4'x8'x3/4", "34Murphy Veneer Core Maple 7 ply Whole Piece Face B-2" ONLY	$ 20,630.40
WPS2512081		STAR LUMBER & SUPPLY CO INC	Wing plate, for mounting BLUM cabinet hinges, Steel, mounts w/ Expando dowels, height adjustment, nickel finish; "BLUM #174H7100E" ONLY	$ 338.00
WPS2512156	4/15/2025	AIRGAS INC	Glove, Large, reinforced goatskin & top grain leather construction w/ spandex back, double palm, elastic cuff w/hook & loop closure, "Tillman Truefit 1470L ONLY"	$ 359.28

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WPS2512156		AIRGAS INC	Glove, Medium, reinforced goatskin & top grain leather construction w/ spandex back, double palm, elastic cuff w/hook & loop closure, "Tillman Truefit 1470M ONLY"	$	-
WPS2512156		AIRGAS INC	Glove, TRUEFIT, 2 XL, goatskin work gloves	$	123.36
WPS2512156		AIRGAS INC	Glove, X-Large, reinforced goatskin & top grain leather construction w/ spandex back, double palm, elastic cuff w/hook & loop closure, "Tillman Truefit 1470XL ONLY"	$	359.28
WPS2512163	4/15/2025	OFFICE PLUS OF KANSAS	Water, distilled, 1 gal.	$	181.44
WPS2512164	4/15/2025	VERITIV OPERATING COMPANY	Wastebasket, 26-28 quart capacity, round, fire resistant, steel construction with reinforced rim, black or gray color, approximately 14-15 inch Height & 13-14 inch Diameter; equivalent to "RUBBERMAID #FGWB26BK" or "IMPACT #1302-x	$	1,342.56
WPS2512165	4/15/2025	BRADY INDUSTRIES OF KANSAS LLC	Cleaner, PERdiem General Purpose Cleaner with Hydrogen Peroxide, Colorless and Odorless, 2 x 84.5 oz./2.5 L J-Fill; "Diversey #95613252" ONLY	$	3,418.56
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Dispenser, toilet tissue, double roll, 9", san jamar R4000TBK	$	2,401.00
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Plate, paper, 100/pkg. 6 inch	$	47.70
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Tape, masking, 2" x 60 yrds, 5 mL	$	139.68
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Tissue, facial cleansing, 2 ply, white, interfolded, 100 tissues/box, 36 inner boxes/case, sold by the box; equivalent to "KLEENEX Brand #KCC21400"	$	19,353.60
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Towel, paper, single fold, natural white or brown, Aprox. open size 9.5Wx10.5L, Max Size 10-1/2w x 6-1/8d x 7-3/8h when folded.	$	5,023.20
WPS2512165		BRADY INDUSTRIES OF KANSAS LLC	Wipes, diaper, min. 72/pkg, hypoallergenic, minimum 7x7.5	$	1,566.00
WPS2512209	4/16/2025	Waxie's Enterprises LLC	Ecolab Peroxide Glass & Surface Cleaner, Multi-purpose cleaner concentrate, 2 x 1.3L, for use with Ecolab caddy, 2 bottles per case; "ECOLAB #6100610" or "Facilipro 54".	$	-
WPS2512211	4/16/2025	STAR LUMBER & SUPPLY CO INC	Lumber, Plywood, Maple, 4' x 8' x 3/4"	$	24,068.80
WPS2512226	4/16/2025	WILLIAMS LAFE T & ASSOC INC	Cleaner, for carpet soil extraction, in hot or cold water extraction machines, enzyme producing organic digestors, for residual odor control and organic waste removal, low foam, biodegradable, 1 Gallon; "Spartan CX3 BIO-ASSIST #311004" ONLY	$	2,244.48
WPS2512288	4/16/2025	BRADY INDUSTRIES OF KANSAS LLC	Ecolab Peroxide Glass & Surface Cleaner, Multi-purpose cleaner concentrate, 2 x 1.3L, for use with Ecolab caddy, 2 bottles per case; "ECOLAB #6100610" or "Facilipro 54".	$	2,026.20
WPS2512314	4/16/2025	ACCREDITED LOCK SUPPLY	ASSA ABLOY DC6210-689-M54, Door closer, silver aluminum finish, parallel arm mounting, fully adjustable spring power to accommodate sizes 1 through 6, includes nuts and bolts (SNBs) (1-3/4" minimum thickness)	$	13,740.00

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WPS2512447	4/21/2025	BARTON SOLVENTS INC	Cleaner, wil bond barton, gallon Barsol A-2667	$	598.05
WPS2512447		BARTON SOLVENTS INC	Thinner, brush wash, Barsol D-1172	$	682.37
WPS2512448	4/21/2025	Imperial Bag & Paper Company LLC	Deodorizer, bacteria/enzyme for drains, ready-to-use (RTU), 1 quart bottle; "Spartan Chemicals 'CONSUME' #319703" ONLY	$	765.60
WPS2512449	4/21/2025	OFFICE PLUS OF KANSAS	Bleach, 121oz, suitable for sanitizing food-contact surfaces, Clorox Pro #30966	$	1,105.26
WPS2512454	4/21/2025	STAR LUMBER & SUPPLY CO INC	Putty Knife/Scraper, 1 1/2" width, Stiff blade, must have chisel edge for scraping, ergonomic handle, heavy duty; equivalent to "WARNER #90109" or "RED DEVIL #6203" or "HYDE #06158"	$	808.50
WPS2512454		STAR LUMBER & SUPPLY CO INC	Wing plate, for mounting BLUM cabinet hinges, Steel, mounts w/ Expando dowels, height adjustment, nickel finish; "BLUM #174H7100E" ONLY	$	422.50
WPS2512456	4/21/2025	IML Security Supply Co	Cabinet Lock, C205A, Keyed Alike	$	1,174.00
WPS2512459	4/21/2025	STAPLES INC	Paper, Multi-purpose, White, 8.5 X 11 inch, 20 lb., wrapped 500 sheets/ream, 10 reams/carton, Brightness 92 minimum; suitable for all copiers, offset presses, laser printers, etc.; from list of acceptable brands or buyer approved equivalent	$	-
WPS2512461	4/21/2025	STAPLES INC	Paper, Multi-purpose, White, 8.5 X 11 inch, 20 lb., wrapped 500 sheets/ream, 10 reams/carton, Brightness 92 minimum; suitable for all copiers, offset presses, laser printers, etc.; from list of acceptable brands or buyer approved equivalent	$	-
WPS2512490	4/21/2025	STAPLES INC	Paper, Multi-purpose, White, 8.5 X 11 inch, 20 lb., wrapped 500 sheets/ream, 10 reams/carton, Brightness 92 minimum; suitable for all copiers, offset presses, laser printers, etc.; from list of acceptable brands or buyer approved equivalent	$	73,332.00
WPS2512491		BRADY INDUSTRIES OF KANSAS LLC	Broom and Dust Pan, Lobby Combo, all pieces must be contained in one box, dustpan must have low-profile edge and pivot upwards, broom must be flared or angled with unflagged bristles, steel handles; equivalent to "CARLISLE #36141503"	$	1,138.20
WPS2512491		BRADY INDUSTRIES OF KANSAS LLC	Handle, water mop, 60" wood handle, 4" wide metal spring clamp head, spring locks to handle	$	885.12
WPS2512491		BRADY INDUSTRIES OF KANSAS LLC	Head, water mop, Rubbermaid SKU: FGA25306OR00 **ONLY**, 24oz Web Foot Blend Shrinkless Wet Mop, 5" Universal Headband, Orange	$	6,252.00
WPS2512491		BRADY INDUSTRIES OF KANSAS LLC	Head, wet mop, Rubbermaid SKU: FGA25306WH00 **ONLY**, 24oz Web Foot Blend Shrinkless Wet Mop, 5" Universal Headband, White	$	6,252.00
WPS2512491		BRADY INDUSTRIES OF KANSAS LLC	Toilet bowl mop, white handle, bowl cleaner; equivalent to "IMPACT# 204"	$	128.00
WPS2512509	4/21/2025	STAR LUMBER & SUPPLY CO INC	Hinge, cabinet, 170 degree, BLUM #71-6580	$	2,175.00

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WPS2512545	4/22/2025	GULFSIDE SUPPLY INC	Cement, Roof Flashing, Lucas #777 Gulfeagle **ONLY**	$	6,069.60
WPS2512575	4/22/2025	AIRGAS INC	Medium, reinforced goatskin & top grain leather construction w/ spandex back, double palm, elastic cuff w/hook & loop closure, "Tillman Truefit 1470M ONLY"	$	119.76
WPS2512613	4/22/2025	Mohawk Carpet Distribution LLC	Carpet Tiles; Mohawk, First One Up II Tile -BT443, Color# 556 Foremost- sold by the square yard 8 sq. yd/box	$	72,883.20
WPS2512613		Mohawk Carpet Distribution LLC	Tabs, for carpet tile, Flexloc, 150 yards per box - Price Break at 251+ Boxes	$	3,471.90
WPS2512617	4/22/2025	Engineered Floors LLC	Luxury Vinyl Tile (LVT), 27 Sq ft. per case; “J+J Flooring, Style: Tatami #V5003, Color: Kyoto #1018”	$	-
WPS2512660	4/23/2025	PYRAMID PAPER COMPANY	Knife, utility with retractable blade, steel construction, interlocking nose, equivalent to "Stanley #10-099"	$	205.38
WPS2512766	4/24/2025	ENVISION INDUSTRIES INC	FPC ONLY, Liner, Medium, 35 Gal, 2 Mil, 40x43, 100 bags/case, TB-231743	$	14,710.00
WPS2512766		ENVISION INDUSTRIES INC	Liner, Small, 16 Gallon, .7 mil, 250 per box, #P3320ZXC	$	10,290.24
WPS2512766		ENVISION INDUSTRIES INC	Liner, large plastic can, refuse removal, 55 gallon, 100/box, TB-231746	$	46,770.00
WPS2512766		ENVISION INDUSTRIES INC	Pump, 1 oz. dispenser for gallon jug	$	126.00
WPS2512804	4/24/2025	VERITIV OPERATING COMPANY	Bag, zip-top plastic, Sandwich Size (6 1/2"x5 7/8"), 40-90 per box, BPA free; equivalent to GLAD or ZIPLOC	$	525.00
WPS2512804		VERITIV OPERATING COMPANY	Glove, Chore, Gold, Extra heavy-weight fleece cotton with knit wrist, lined and bonded, clute-cut pattern, One-size fits most, equivalent to "Boss Tom Cat #1BC0341"	$	501.12
WPS2512895	4/28/2025	WILLIAMS LAFE T & ASSOC INC	Cleaner, Multi surface, High dilution synthetic detergent concentrate, effective for top scrub on wax floors. mint fragrance, 1 Gallon, "Spartan Shineline Multi Surface Cleaner #004004" ONLY	$	927.60
WPS2512895		WILLIAMS LAFE T & ASSOC INC	Cleaner, for carpet soil extraction, in hot or cold water extraction machines, enzyme producing organic digestors, for residual odor control and organic waste removal, low foam, biodegradable, 1 Gallon; "Spartan CX3 BIO-ASSIST #311004" ONLY	$	1,402.80
WPS2512896	4/28/2025	WILLIAMS LAFE T & ASSOC INC	Finish, Wood gym floor	$	3,933.84
WPS2512897	4/28/2025	BRADY INDUSTRIES OF KANSAS LLC	Cleaner, encapsulation concentrate for cleaning carpets, for use with carpet bonnet pads, low moisture, low foam, 1 gallon bottle; "Smartcap APE Cleaning Solution #3325C" ONLY	$	3,006.96
WPS2512897		BRADY INDUSTRIES OF KANSAS LLC	Pad, Floor, 20" Red Buffer Pad, 3M #5100 **ONLY**	$	145.20
WPS2512898	4/28/2025	BRADY INDUSTRIES OF KANSAS LLC	Handle, 60" overall length, threaded metal tip, 3/4-5 acme standard thread, for use with threaded broom, brush, and mop heads	$	79.20

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WPS2512977	4/29/2025	PYRAMID PAPER COMPANY	Pad, scouring, Scotch-Brite 96CC equilivent, 6"x9", 10 Pack - Certified by HACCP International as "Food Safe"	$	717.00
WPS2512979	4/29/2025	PYRAMID PAPER COMPANY	Crayon, Crayola, Classic 24 colors Wrapped	$	1,451.52
WPS2513002	4/29/2025	Aspire 2 Play, LLC	Rubberized Mulch, Playground Surfacing, Blue, Shredded Tires	$	14,032.50
			TOTAL	$	404,738.30

LEA ASSURANCES

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

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 et seq.)	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.

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.

(a) (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.

(b) (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.

(c) (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.

(d) (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 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

(iii) (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:

YESS CAMP AGREEMENT

This YESS Camp Agreement ("**Agreement**"), by and between Unified School District No. 259, County of Sedgwick, State of Kansas (the "**District**") and AbilityPoint, Inc., 2919 West 2nd Street, Wichita, Kansas ("**AbilityPoint**") (collectively, the "**Parties**") is made and entered into this _____ day of _____, 2025 ("**Effective Date**").

The Parties agree as follows:

A. **PURPOSE:** This Agreement sets out the respective rights and responsibilities of the Parties with respect to Youth Education & Summer Socialization Program ("YESS") Camp, a summer program serving students ages 5 to 21 years with intellectual and developmental disabilities. The program provides a half-day of education in classroom settings (Monday through Thursday, each a "Camp Day") with the instruction provided by District employees.

B. **TERM:** The term of this Agreement will be from the Effective Date through August 31, 2025.

C. **INDEMNIFICATION:** AbilityPoint shall indemnify, protect, defend and save the District harmless from and against any and all claims, demands, liabilities and costs, including attorney fees, arising from or relating to any damages or injury, actual or claimed, of whatsoever kind or character, to property or persons occurring or allegedly occurring in connection with the subject matter of this Agreement. Upon written notice from the District, AbilityPoint shall defend the District in any action or proceeding brought thereon; provided, however, that nothing contained herein shall be construed as requiring AbilityPoint to indemnify the District for any claims resulting from the negligence or willful misconduct of the District or its officials, employees or agents.

D. **INSURANCE:** AbilityPoint shall maintain in full force and effect: (i) commercial general liability insurance covering personal injury and property damage, including without limitation contractual liability, with limits of at least $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate; (ii) business automobile liability insurance for all vehicles, including those owned or rented by AbilityPoint or its employees, covering personal injury and property damage, with a limit of at least $1,000,000.00 per occurrence; and (iii) worker's compensation and employer's liability insurance with limits of at least $1,000,000.00. The insurance policies required pursuant to this Section will stipulate that they are primary insurance and that no insurance policy or self-insurance program of the District will be called upon to contribute. Before commencement of the services, and from time to time thereafter upon renewal of any such policy of insurance, AbilityPoint shall provide the District with certificates of insurance evidencing the above coverages and naming the District as certificate holder entitled to 30 days' written notice of any cancellation, reduction or change in coverages.

E. **INDEPENDENT CONTRACTOR:** It is agreed and understood that AbilityPoint shall at all times and for all purposes be deemed an independent contractor and not an employee of the District, particularly for, but not limited to the purposes of worker's compensation and the Kansas Tort Claims Act. The District's employees providing services for YESS Camp shall not be considered employees of AbilityPoint.

F. **LOSS OF PERSONALTY:** The Parties agree that the District bears no liability for damages, theft, or other loss of any personal property of AbilityPoint which may occur on District premises, whether such loss affects personalty secured or purchased by AbilityPoint, the District or by means of grant arrangements. If such personalty is material to the performance of YESS Camp, it shall be the responsibility of AbilityPoint to replace it. The District is the sole judge of materiality.

G. **ABILITYPOINT AGREES:**

1. To obtain and make available to the District Individual Educational Programs ("IEPs"), behavior plans and such other records and information pertaining to Out-of-District Students (defined below) as are reasonably necessary for District staff to provide the services required by this Agreement.

2. To provide the District, no less than 21 days before the start of YESS Camp: (i) name(s) and contact information for students, (ii) IEPs and other records called for by Section G.1. for each student not from USD 259 ("Out-of-District Student"), (iii) each student's class designation, and (iv) AbilityPoint's learning objective(s) for each student.

3. To enroll a maximum of 125 Eligible Students to participate in YESS Camp, giving preference to students attending USD 259 schools, students who are the children of USD 259 employees and students who reside within the boundaries of USD 259 but attend private schools ("In-District Students"). Unless and only to the extent directed otherwise by the District in writing, AbilityPoint shall achieve a ratio of two In-District Students in YESS Camp for every one Out-of-District Student. An "Eligible Student" is a student between the ages of five and 21 years who may be reasonably expected to participate in YESS Camp, consistent with the Purpose and without endangering the health or safety of the student or others.

4. To document and report to the District any loss of or damage to items or equipment at the Location, or any damage to the facilities at the Location, resulting from the operation of YESS Camp, and to replace or reimburse the District for any such loss or damage, as the District may in its discretion direct, resulting from any cause other than Regular Wear and Tear. As used herein, "Regular Wear and Tear" means the unavoidable deterioration or damage sustained in the course of continued normal use for a manufacturer's intended purpose. Regular Wear and Tear does not include the destructive act of a student.

5. To be fully responsible for coordinating, funding, supervising and in all other respects providing transportation for any and all YESS Camp students, except such transportation as the District may from time to time provide in its discretion.

6. To coordinate, fund, manage, deliver and otherwise provide all aspects of the YESS Camp other than those specifically agreed to by the District in Section H of this Agreement, including all staff and personnel other than those provided by the District. As of the Effective Date, the District intends to make breakfast and lunch available to YESS Camp participants through the USDA Summer Food Service Program.

7. To establish and maintain communication with the District on items pertinent to YESS Camp; such communication may include, but not necessarily be limited to a description of the curriculum, relevant course outlines, policies, faculty, disciplinary concerns, damage to property, funding and major changes in this information.

8. To notify students and/or their parents that they are required to comply with all policies and procedures of the District and YESS Camp, including those regarding disciplinary policies, toilet training, ambulation and COVID-19 protocols.

9. To provide adequately supported, trained and qualified staff to perform AbilityPoint's obligations under this Agreement, in numbers sufficient to meet reasonably anticipated demand therefor, including, as necessary, staff and specialists highly qualified and appropriately licensed in special

education and related services as called for to satisfy the legal obligations of AbilityPoint and the District with respect to students with exceptionalities.

10. To comply with and to reasonably cooperate with the District in complying with all applicable federal, state and county statutes, rules and regulations, including those promulgated by the Kansas Department of Education, and Sedgwick County rules, regulations and policies. AbilityPoint shall also comply with any and all published District policies and rules that apply to the performance of AbilityPoint's obligations under this Agreement. For the avoidance of doubt, AbilityPoint shall comply strictly with all applicable state, federal and District policies concerning the use of emergency safety interventions ("ESI").

11. To promptly notify the District of any hazardous or unsafe condition at the Location, and to refrain from creating, maintaining or allowing any hazardous or unsafe condition at the Location to persist.

12. Commencing on June 6, 2025, and on each consecutive Friday thereafter until and including July 11, 2025, to remit payment to the District in the amount of $200.00 for each Out-of-District Student enrolled in YESS Camp as of Monday of the previous week. If the total number of Out-of-District Students enrolled on such Monday was greater than 1/2 the total number of In-District Students then-enrolled on Count Day, then Ability Point shall add to the foregoing payment an additional amount calculated as follows: (a)the total Out-of-District Students enrolled in YESS Camp, (b) minus one-half of the total number of In-District Students, (c) multiplied by $200.00.

Illustration:

30 Out-of-District Students are enrolled in YESS Camp, along with 40 In-District Students. AbilityPoint shall pay the District $6000.00 (30 times $200.00) plus $2000.00 for a total of $8000.00 (40 minus 20, multiplied by $200.00).

H. **THE SCHOOL DISTRICT AGREES:**

1. To provide and supervise up to 14 teachers and 14 paraprofessionals ("District Staff") to serve as YESS Camp personnel for the purpose of providing in-classroom instruction for half of each Camp Day.

2. To provide adequate facilities for YESS Camp at a location selected by the District in its discretion (the "Location").

3. To permit visits of AbilityPoint employees and any necessary evaluators for the purpose of observing or participating in YESS Camp, attending meetings or evaluating for any state or federal requirements.

4. To provide, subject to District policies and applicable law, such IEPs and education, administrative and other records as are reasonably necessary for AbilityPoint to fulfill its obligations under this Agreement. AbilityPoint shall not be permitted direct access to District student information systems and records systems concerning students participating in YESS Camp.

I. **YESS CAMP STUDENT AND EMPLOYEE DISCIPLINE:**

1. The Parties agree to utilize Emergency Safety Intervention ("ESI") protocols pursuant to USD 259 Board of Education Policy P5116 and any other applicable District policy related to student and

special education discipline. AbilityPoint will be responsible for conducting any parental notification and coordination for the removal of a student from YESS Camp. Any student who is terminated from YESS Camp is not entitled to a hearing or any form of review. The District shall be the final authority for determination of the termination of a student from YESS Camp. The District may exercise its discretion to terminate the participation of any student for any reason not contrary to law.

J. ADDITIONAL CONTRACTUAL PROVISIONS:

1. ***Agreement with Kansas Law:*** All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Kansas. Any lawsuit concerning this Agreement shall be filed in a court of law located in Sedgwick County, Kansas.

2. ***Cash Basis and Budget Law Requirements:*** The right of AbilityPoint and the District to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure AbilityPoint and the District shall at all times be in conformity with such laws. It is a condition of this Agreement that AbilityPoint and the District reserve the right to unilaterally sever, modify or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws.

3. ***Disclaimer of Liability:*** Notwithstanding anything to the contrary elsewhere in this Agreement, the District shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to this Agreement other than the Board of Education of the District or the District.

4. ***Anti-discrimination Clause:*** AbilityPoint agrees: (i) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if AbilityPoint is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the District; (vi) if it is determined that AbilityPoint has violated applicable provisions of ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the District.

   Parties to this Agreement understand that the provisions of this paragraph 4 (except for those provisions relating to the ADA) are not applicable to a company who employs fewer than four employees during the term of such agreement or whose contracts with the District cumulatively total $5,000.00 or less during the fiscal year.

5. ***Arbitration; Damages; Warranties:*** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the District, or any agency thereof, has agreed to binding arbitration or the payment of damages or penalties upon the occurrence of a contingency. Further,

the District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

6. ***Representative's Authority to Contract:*** By signing this Agreement, the representative of AbilityPoint thereby represents that such person is duly authorized by AbilityPoint to execute this Agreement on behalf of AbilityPoint, and that AbilityPoint agrees to be bound by the provisions thereof.

7. ***Responsibility for Taxes:*** The District shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

8. ***Insurance:*** The District shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the District to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, AbilityPoint shall bear the risk of any loss or damage to any personal property in which AbilityPoint holds title.

9. ***Compliance with Laws and Regulations:*** AbilityPoint, in providing services under this Agreement, will comply with federal, state, and local laws, regulations and ordinances. Copies of any federal, state or local licenses that are required to provide the services being provided or for the product being purchased must be provided as an attachment to this Agreement. If a required license expires prior to the termination of this Agreement, AbilityPoint must provide a copy of the renewed license to the District Purchasing Department on or before the date the license expires. This Agreement will automatically terminate on the date of expiration of the required license if AbilityPoint does not provide a renewed license on or before the date the license expires. This Agreement will automatically terminate at any time AbilityPoint, for whatever reason, does not possess a valid required license. The District's obligation to pay for services ceases as of the date AbilityPoint does not possess a valid required license. When AbilityPoint does not possess a valid required license, the District has the right to return and not pay for products that are produced by AbilityPoint.

10. ***IRCA:*** AbilityPoint agrees that it is solely responsible for its compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), as amended. AbilityPoint agrees that it will send only work-authorized individuals to District worksites and will only use work-authorized individuals to perform work pursuant to this Agreement. If AbilityPoint knowingly violates IRCA or the regulations implementing IRCA, the District shall be entitled to immediately terminate this Agreement for cause.

11. ***Information:*** No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

K. **FERPA COMPLIANCE:** To the extent the Parties generate or maintain educational records related to YESS Camp, the Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to AbilityPoint and shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, AbilityPoint hereby designates the District as a school official with a legitimate educational interest in the educational records of AbilityPoint's students to the extent that access to the records is required by AbilityPoint or the District for the District to carry out YESS Camp education.

L. **IDEA CONFIDENTIALITY COMPLIANCE:** To the extent the Parties generate or maintain student educational records as defined under 34 CFR § 300.611(b), the Parties agree to comply with the Individuals with Disabilities Education Act's ("IDEA") confidentiality requirements pursuant to 34 CFR § 300.610 et seq.

M. **HIPAA COMPLIANCE:** The Parties acknowledge that if the District is a covered entity as defined under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA"), to the extent that a student or AbilityPoint personnel have access to Protected Health Information ("PHI") or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) ("IIHI") due to the student's participation in YESS Camp, the Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), HIPAA and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 CFR Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 CFR Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any PHI or IIHI other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with Federal Privacy Regulations.

N. **PARENTAL/STUDENT OBLIGATIONS:** Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the parents or students stated herein, any failure by the students related to such obligations shall not constitute a breach of this Agreement by either party. The Parties agree that it is the parent's and/or student's responsibility to satisfy the program's requirements. AbilityPoint is solely responsible to review documentation for veracity, authenticity, sufficiency and to independently determine whether the student has satisfied AbilityPoint's and the District's requirements for acceptance to YESS Camp.

O. **COMMUNICATION:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively, "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and sent by email, United States Postal Service mail, certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one party to the other:

IF TO ABILITYPOINT:	IF TO THE DISTRICT:
AbilityPoint of Sedgwick County YESS Camp ATTN: Kevin Fish 2919 W 2nd Street Wichita, KS 67203 Email: kfish@abilitypoint.org	Unified School District No. 259, Sedgwick County, Kansas ATTN: Litona Hoyt, Clerk of the Board 903 S Edgemoor Street Wichita, KS 67218-3337 Email: lhoyt@usd259.net
	and a copy to:
	Office of the General Counsel ATTN: Dan Lawrence, General Counsel 903 S Edgemoor Street Wichita, KS 67218-3337

	Email: dlawrence@usd259.net

P. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

Q. **ASSIGNMENT AND DELEGATION:** The services to be performed under this Agreement are deemed to be personal in nature and the parties agree the duties may not be delegated nor the Agreement assigned without prior written consent of the District.

R. **AMENDMENTS:** The Parties agree that no changes, additions or modifications to this Agreement may be made except by written addendum signed by both Parties.

S. **TERMINATION:**

1. ***Kansas Cash Basis Law:*** The right of the parties to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1 I12 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. The Agreement shall be construed and interpreted to ensure the parties shall at all times be in conformity with such laws. It is a condition of the Agreement that the District reserve the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of the District's legal counsel, the Agreement may be deemed to violate the terms of such laws.

2. ***Uncured Breach:*** Either party may terminate this Agreement upon ten (10) days' written notice to the other party for the other party's material breach of this Agreement, unless within such 10-day period the other party cures such breach.

3. ***Bankruptcy:*** By the District in the event of any affirmative act of insolvency by AbilityPoint; upon the appointment of any receiver or trustee to take possession of the properties of AbilityPoint; or upon the winding up, sale, consolidation of the same.

T. **FORCE MAJEURE:** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, vandalism, changes in laws or regulations, national strikes, employee lockouts, fire, explosion or lack of electricity to District facilities.

U. **WAIVER OF CONTRACTUAL RIGHT:** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

V. **LICENSING:** Neither party shall be permitted to use logos or other trade/service marks of the other without prior approval of the other party.

W. **KANSAS CONTRACTUAL REQUIREMENTS:** Notwithstanding any term to the contrary, whether express or implied by law or fact, nothing in this Agreement, including any provision of this Section, shall be construed to limit the effect of, or to limit or deprive the parties of any beneficial effect whatsoever of those provisions of chapter 72 of the Kansas Statutes, article 11, including K.S.A. 72-1146, 1147, 1148, and related provisions. The Parties acknowledge that the provisions of form DA-146a promulgated by the Kansas Department of Administration as of the execution date are incorporated into this Agreement, and that notwithstanding anything herein to the contrary, the provisions of DA-146a and the foregoing statutes supersede and control over any terms of this Agreement or its exhibits that purport to vary, contradict or modify their effects.

V. **ATTORNEYS FEES**. The District shall be entitled to recover all costs, expenses, and any reasonable attorneys' fees incurred in connection with any effort to collect from AbilityPoint any sum owed to the District by AbilityPoint pursuant to section G.13 of this agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized the same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS

By _____
Diane Albert, Board President
Date signed: _____

ATTEST:

By _____
Litona Hoyt, Clerk of the Board

APPROVED:

By _____
Dan Lawrence, General Counsel

ABILITYPOINT, INC.

By _____
Kevin Fish, Executive Director
Date signed: 5/7/25

AGREEMENT
Preschool (ECD 3 through 5 Year olds)
2025-2026

THIS AGREEMENT IS BY AND BETWEEN:

UNIFIED SCHOOL DISTRICT NO. 259,
Sedgwick County, Kansas

(THE "DISTRICT")

AND

RAINBOWS UNITED, INC.,
a nonprofit corporation

("RAINBOWS")

RECITALS

The Kansas Special Education for Exceptional Children Act (K.S.A. §§ 72-3403 *et seq.*) requires the establishment of appropriate special education services for all exceptional students in the District and authorizes the board of education of the District to contract with any accredited private non-profit corporation or any public or private institution within or without the State of Kansas which has proper special education services for exceptional students; and

The District and Rainbows are willing to enter into such a contract in order for the District to comply with such Act and in order to serve the interests of exceptional students in the District.

The parties agree as follows:

1. The Parties. The District is the duly established and recognized organization in Sedgwick County, Kansas, authorized to provide special education services for exceptional students residing within the boundaries of the District. Rainbows is a private non-profit corporation authorized to do business in the State of Kansas and, as part of its authorized operations, has been approved by the Commissioner of Education of the Kansas State Department of Education to provide the curriculum specified in this Agreement.

2. The Services. Early Childhood Disability (ECD) services for students ages three years through five years are designed especially for younger students who meet the following criteria:

a. at least three years of age, but no older than six years;

b. qualifying as a student with a disability and having a need for special education services per state and federal law and regulations.

Without special early intervention, students meeting the above criteria may not realize their academic, social, or emotional potential. Intervention by special education teaching methods, techniques, and procedures shall be designed to help minimize or compensate for identified learning limitations in sensory and motor functioning, self-help skills, cognition, communication, and interaction within the students' social and/or physical environment.

3. Community-Based Services. Services provided to ECD students under this Agreement shall be provided in community-based settings ("Community-Based"). For the purpose of this Agreement, "Community-Based" means special education and related services in a natural setting outside of a traditional special education classroom, e.g., a student's home, a day care facility, Head Start classroom, USD 259 Classrooms located at TOP Northwest/TOP North, etc.

4. Duties of Rainbows. Rainbows shall provide Community-Based ECD special education and related services as prescribed and required by the Individuals with Disabilities Education Act and regulations thereto and the state plan and applicable state rules and regulations thereof. In addition, services shall be provided in conformance with the following:

a. Services shall be provided to a maximum of 80 students during any one month of the school year.

b. Rainbows students shall be assigned to Rainbows by the District. For enrollment purposes, Rainbows students shall be enrolled as District students assigned to the TOP/Rainbows queue for USD 259. All students served by Rainbows under this Agreement shall be pupils of the District and shall reside within its attendance boundaries. Services shall only be provided at locations within the District's boundaries. The District, at its sole discretion, shall have the right to assign a student to the Rainbows program. Rainbows shall receive no compensation for providing services to a student under this Agreement unless and until the District has approved in writing the providing of services to the student by Rainbows.

c. Services rendered under this Agreement shall include but not be limited to screening, Individual Education Program (IEP) development, instruction, speech therapy, physical therapy, occupational therapy, and those other services identified jointly by the student's IEP team as necessary for the services of individual students. Comprehensive evaluations and re-evaluations of Rainbows students shall be performed by the District.

i. All IEP services for students assigned to Rainbows shall be conducted and completed between August 1, 2025, and June 1, 2026, unless otherwise approved in writing by the District. Appropriate District staff as assigned by the District shall be appointed to serve as members of the IEP team for each student assigned to Rainbows.

ii. Rainbows staff, at Rainbows' expense, shall be directed and required to attend District-conducted due process procedure training, transition training, and training in the conducting and writing of IEPs that is deemed appropriate by the District. Training is available by District personnel on District procedures and other matters; however, it is the responsibility of Rainbows to pursue and request such training when needed. Rainbows shall require its employees to attend such

training in order that its employees at all times have the knowledge that they need to be able to comply with District procedures and other matters.

iii. A draft of all IEPs and due process paperwork shall be completed prior to all IEP team meetings. This paperwork will be taken to and completed at IEP meetings. The IEP will be finalized in writing at the IEP meeting and Rainbows will not make additional changes thereafter unless the changes are consented to by the student's IEP team.

d. Services shall be provided in a manner that complies with each individual student's IEP.

e. In addition to the services identified above, Rainbows shall provide, at no additional cost to the District, the following ancillary services as requested by the District:

i. Cooperation in special education due process proceedings, including production of employees for attendance at hearings and preparation for hearings, if needed.

ii. Provision to the District, on District-provided forms, of a written individual assessment of progress for each student annually and upon entrance into public schools.

iii. All annual reports, notices of conferences and meetings regarding students, and such other information and data as the parties deem necessary shall be provided to the District's Assistant Superintendent of Student Support Services or designee.

f. The District agrees to pay Rainbows for such services in accordance with the terms of Paragraph 10 set forth below.

5. Curriculum. The curriculum, including the total of the educative and training experiences planned by the teachers and supervisors for the students, shall meet state accreditation guidelines as set forth for early childhood special education services, and shall meet District curriculum standards, and Rainbows agrees to maintain such curriculum at all times.

6. Health and Safety. Rainbows will comply with laws, directives, orders, City ordinances, and District policies and guidelines that are provided to them in writing and will use best practices concerning health and safety that relate to communicable diseases during the time that Rainbows is providing services to District students under this Agreement.

7. Staff.

a. All staff personnel associated with these services, other than employees of the District performing the responsibilities of supervision, student selection and evaluation, monitoring, and analyzing services under this Agreement, shall be employed, paid, supervised, evaluated, and otherwise governed by Rainbows. All such personnel with teaching responsibilities will be licensed with the appropriate professional/credentialing organization in the area of their respective teaching assignments and shall hold the appropriate endorsements as specified in Kansas Administrative Regulations, and proof of such licenses and endorsements shall be available at all times, upon request, for inspection by the District or the State Department of Education. Similarly, all teachers and related service providers employed by Rainbows on a

substitute basis to cover illnesses or other temporary leave shall also hold appropriate licensing by the Kansas State Department of Education. Teachers will be in charge of all groups involving students throughout the prescribed instructional day. The compensation paid by Rainbows to its staff shall be solely at the discretion of Rainbows, without reference to salary schedules, practices, or policies of the District.

b. Related services provided to District students shall be directly provided by an appropriately licensed professional, e.g., speech/language services shall be provided by an appropriately licensed speech/language pathologist. Services can also be provided by a speech/language pathologist assistant under the supervision of a licensed speech/language pathologist.

c. Services provided under this Agreement by Rainbows shall not be provided by paraprofessionals.

8. Auxiliary Services. Any additional services not a part of the IEP but which may be recommended and offered by Rainbows to one or more of the students in the program shall not be the responsibility of the District, and Rainbows shall make all necessary arrangements, including arrangements for compensation, transportation, and scheduling, with the parents or other legal representatives of the students involved. Unless otherwise consented to in writing by the District, no such additional services shall be rendered to any student during the instructional activity hours of the program. In the event that Rainbows' staff recommends any additional physical, medical, neurological, or other examination or procedure which has not previously been approved in writing by the District, any costs incurred for such examination or procedure shall be the responsibility of the student, or his parents or legal guardian, or Rainbows, and the District shall not be responsible therefor.

9. Supplies and Equipment. Rainbows agrees to provide all necessary and appropriate instructional equipment, materials, and supplies for the students participating in the program, without additional cost either to the District or to the students. All such equipment, materials, and supplies will remain the property of Rainbows.

10. Compensation.

a. *Summary of Services Rendered.* Rainbows shall prepare, execute and submit separate monthly summaries of services rendered by Rainbows for August/September, October, November, and December 2025, and January, February, March, April, May and June 2026. All summaries shall be submitted on forms approved by the District. All summaries shall be submitted no later than the 20th day of each month following the month services were provided. Each summary shall contain the following information:

(1) name of student;

(2) date of enrollment for 2025-2026 school year;

(3) date of drop of enrollment when student stops receiving Rainbows services;

(4) dates services were provided for each student for the month;

(5) types of services; and

(6) location where services were provided.

In addition, with the monthly summary Rainbows shall provide a list of teachers and related services providers by name that identifies the services the teachers and the related services providers are providing to District students. The list shall be updated for each monthly summary to identify when personnel changes are made.

b. *Payment*. The District shall pay Rainbows for services provided to a maximum of 60 children per month during the 2025-2026 school year the sum of $180,000, to be paid in monthly installments of $18,000 each month. The District shall pay Rainbows an additional $300 per child served for any month exceeding 60 children, but not to exceed a maximum of 80 children served per month. If services are needed for more than 80 children in a month, a binding amendment to this agreement must be approved by Rainbows and the District prior to Rainbows providing services.

Payment of invoices will be made for the months listed in Section 10.a. not later than 10 calendar days from the date that monthly summaries referenced in Section 10.a. and an invoice are submitted to the District.

c. *Funding Source*. The funds to pay Rainbows for services rendered under the 2025-2026 Agreement will be from federal aid and state aid. Rainbows agrees to reimburse the District within 30 days of receipt of an invoice from the District for federal or state audit exceptions resulting in monetary loss incurred by the District for services billed to the District by Rainbows.

d. *Address for Summaries*. Summaries shall be delivered or mailed to the District at the following address:

Division of Student Support Services
ATTN: Vince Evans, Assistant Superintendent
Unified School District No. 259
903 South Edgemoor
Wichita, Kansas 67218

e. *Use Restrictions*. The payments to Rainbows outlined in the immediately preceding paragraphs shall apply only for students participating in the program who reside within the District and who receive services within the District.

11. Term and Termination.

a. *Term*. Subject to the terms and conditions in this Agreement, this Agreement shall be effective on August 1, 2025, and shall terminate on June 30, 2026. Either party to this Agreement may terminate this Agreement at any time without cause by providing the other party thereto written notice of such termination 90 days in advance. In the event of termination with 90 days' notice, no liquidated damages shall be deemed owed by either party.

b. *Termination.*

i. The District may terminate this Agreement for cause by giving 20 days advance written notice of termination to Rainbows upon the occurrence of the following:

(1) Rainbows materially breaches the Agreement and does not cure the breach within 20 calendar days after receiving written notice of such breach from the District. Rainbows shall have a period of 10 business days to dispute the allegation of material breach. The parties agree to meet within 14 days after notice of the material breach and the response of Rainbows disputing such breach.

(2) Rainbows or its successors and assigns dissolves, liquidates, files a Chapter 7 bankruptcy, or otherwise discontinues substantially all of its business operations.

ii. Rainbows may terminate this Agreement for cause by giving 20 days advance written notice of termination to the District upon occurrence of the following:

(1) The District breaches the Agreement and does not cure the breach within 20 calendar days after written notice of such breach from Rainbows. The District shall have a period of 10 business days to dispute the allegation of any material breach. The parties agree to meet within 14 days after the notice of material breach and the response of the District disputing such breach.

(2) The District fails to pay Rainbows any past due amount payable under this Agreement that is not subject to a good faith dispute.

12. Due Process. Consistent with the requirements of the Kansas Special Education for Exceptional Children Act concerning the right to a hearing and procedural due process, Rainbows agrees to cooperate fully with the District in affording such rights to any students connected with the program. In particular, Rainbows will:

a. assist in preparing and giving the written notice provided for by the Special Education for Exceptional Children Act (K.S.A. 72-3403 *et seq.*) and amendments thereto;

b. provide access to all records, tests, reports, or clinical evaluations relating to the proposed action to the District, its representatives, and its counsel and to the parents, guardians, or counsel of the involved student; and

c. cause the attendance and furnishing of testimony as witnesses at such hearings of any of its employees who may be requested to do so by the District, including participation in pre-hearings and consultation with District staff and legal counsel regarding preparing for hearing.

13. FERPA Compliance and Data Sharing. Rainbows understands and agrees that the District has certain obligations under the Family Educational Rights and Privacy Act ("FERPA") and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("PII"), and to obligate those to whom the District discloses PII to perform certain functions on the District's behalf to certain requirements and safeguards with respect to its use and re-disclosure of PII. During the term of this Agreement, Rainbows is designated as the

District's authorized representative (as that term is defined in FERPA) to receive, obtain or create PII to perform the services specified in this Agreement. Without limiting any other obligations of this Agreement, Rainbows must (1) not use PII for any purpose other than as expressly allowed under this paragraph; (2) not further disclose PII to any person, other than (a) to the District and its employees, (b) to Rainbows' employees who have entered into an enforceable agreement with requirements no less stringent than this paragraph, (c) as directed by the District in writing, including pursuant to the written consent of a parent or eligible student to which PII relates as allowed by FERPA, or (d) as specifically required or authorized by federal law, including FERPA, but only after notice to the District with an opportunity for the District to object to such disclosure; (3) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices under other federal and state privacy laws and regulations to safeguard PII from unauthorized use and further disclosure, except as authorized herein; (4) notify the District within 48 hours after Rainbows becomes aware of any unauthorized access, use or disclosure of PII, assist the District in ongoing discovery of the nature of the breach, and reasonably mitigate the harmful effects of such breach; and (5) within a reasonable time (not to exceed 30 days) after Rainbows no longer requires PII (or any part thereof) for the purposes stated herein or the expiration or termination of this Agreement (whichever is earlier), Rainbows will return all PII to the District and will permanently destroy any remaining PII in the possession or control of Rainbows or personnel such that no PII may be discerned or recovered. As between Rainbows and the District, the District is the sole owner of all PII. This paragraph will be interpreted to the greatest extent to allow the District to comply with the obligations of FERPA and any other applicable privacy laws.

14. Children's Online Privacy Protection Act (COPPA). On behalf of the parents or guardians of its students under the age of 13 years, the District only authorizes Rainbows to collect and use information from such students as necessary to perform the services on behalf of the District as specified in this Agreement, or as reasonably necessary to provide the services and otherwise meet its obligations to the District hereunder, and for no other purposes. Rainbows shall not make use of any personal information collected from a child under the age of 13 years to the extent prohibited by COPPA, and Rainbows will cooperate with the District to enable parents, upon request, an opportunity to review the child's personal information and/or have the information deleted and/or have the opportunity to prevent further use or online collection of a child's personal information. Notwithstanding the above, if Rainbows intends to collect, use or disclose children's personal information in connection with a commercial product offering which is separate from or in addition to the provision of the services hereunder, Rainbows (and the District, if the District is purchasing any such additional product) would need to address parental consent and other associated items to the extent required by the then-applicable provisions of COPPA and its regulations.

15. Protection of Pupil Rights Amendment (PPRA). To the extent possible, Rainbows will comply with the requirements of the PPRA, 20 U.S.C. § 1232h; 34 CFR Part 98, in its performance under this Agreement.

16. Student Data Privacy Act. The Agency may not use, directly or indirectly, or disclose any information collected from the District's students that would cause the District to be in violation

of the Student Data Privacy Act, K.S.A. 72-6215 *et seq.*, and Kansas Special Education Regulations at K.A.R. 91-40-50.

17. Audit Statement. No later than April 1, 2024, Rainbows shall provide the District with a copy of its most recent audited financial statement.

18. Indemnity. Rainbows agrees to indemnify, protect, defend and save the District harmless from and against any and all claims, demands, liabilities and costs, including attorney fees arising from damage or injury, actual or claimed, of whatsoever kind or nature, to property or persons, occurring or allegedly occurring during the providing of services under this Agreement. Upon timely written notice from the District, Rainbows shall defend the District, its officers and employees in any action or proceeding brought thereon; provided, however, that nothing contained in this paragraph shall be construed as requiring Rainbows to indemnify the District, its officers and employees for any claim resulting from negligence or willful misconduct of the District, its officers and employees. The right to indemnity provided by this paragraph shall survive the termination of this Agreement.

19. Insurance. Rainbows agrees to maintain liability insurance for bodily and personal injury, property damage, and the errors, acts, and omissions of Rainbows and its employees in an amount not less than the maximum liability of a government entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act (currently $500,000 per occurrence). Rainbows further agrees to provide a certificate of insurance coverage naming the District as an additional insured on or before the effective date of this Agreement. Provision of such certificate shall be a condition precedent to the effectiveness of this Agreement.

20. Defaults. In addition to other reasons set forth elsewhere in this Agreement, the District shall have the right to terminate this Agreement upon written notice to Rainbows upon the occurrence of any of the following events:

a. At any time Rainbows is no longer a private nonprofit corporation;

b. At any time Rainbows is no longer approved by the Kansas Department of Education or, in the opinion of the Department of Education, no longer has proper early childhood disability education services;

c. Rainbows fails, in the opinion of either the District or the State Board, to perform any of the terms and conditions of this Agreement;

d. At any time Rainbows fails to make operational and/or instructional changes required by the Kansas State Department of Education;

e. At any time the District may become unable to make the payments required by this Agreement or to be reimbursed by other governmental agencies for the costs of the program according to law;

f. At any time the continuance of the program is no longer authorized by the laws of the State of Kansas; or

g. At any time Rainbows fails to maintain insurance as provided in Paragraph 15 of this Agreement.

21. Notices. Any notices required by this Agreement shall be sent to the District addressed as follows:

Division of Student Support Services
ATTN: Vince Evans, Assistant Superintendent
Unified School District No. 259
903 South Edgemoor
Wichita, Kansas 67218

Any notices to Rainbows shall be addressed and sent as follows:

Rainbows United, Inc.
ATTN: Rachel Banning, President
3223 N. Oliver
Wichita, Kansas 67220

22. Captions. The headings and captions in this Agreement are solely for ease of reference and shall not be utilized in construing or interpreting the terms and provisions hereof.

23. Amendments. This Agreement may not be amended in any way by either the District or Rainbows or both except by the express approval of the State Board, and any such amendment must be in writing and signed by both parties.

24. Assignability. This Agreement may not be assigned by Rainbows without the prior written consent of the District.

25. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

27. Additional Contractual Provisions.

a. *Agreement With Kansas Law*. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas and DA-146a as promulgated by the Kansas Department of Administration.

b. *Cash Basis and Budget Law Requirements*. The right of Rainbows and the District to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure Rainbows and the District shall at all times be in conformity with such laws. It is a condition of this Agreement that Rainbows and the District reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such

laws.

c. *Disclaimer Of Liability*: The District shall not hold harmless or indemnify Rainbows beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to this contract other than the Board of Education of the District or the District.

d. *Anti-Discrimination Clause*: Rainbows agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if Rainbows is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and this Agreement may be cancelled, terminated or suspended, in whole or in part, by the District; (f) if it is determined that Rainbows has violated applicable provisions of ADA, such violation shall constitute a breach of contract and this Agreement may be cancelled, terminated or suspended, in whole or in part, by the District. Parties to this Agreement understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the District cumulatively total $5,000 or less during the fiscal year.

e. *Arbitration, Damages, Warranties*: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the District or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

f. *Representative's Authority To Contract*: By signing this Agreement, the representative of Rainbows thereby represents that such person is duly authorized by Rainbows to execute this Agreement on behalf of Rainbows and that Rainbows agrees to be bound by the provisions thereof.

g. *Responsibility For Taxes*: The District shall not be responsible for, nor indemnify Rainbows for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

h. *Insurance*: The District shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the District to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Rainbows shall bear the risk of any loss or damage to any personal property in which Rainbows holds title.

i. *Information*: No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq*.

j. *Compliance with Immigration Laws*: Rainbows agrees that it is solely responsible for its compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), as amended. Rainbows agrees that it will send only work-authorized individuals to District worksites. If Rainbows knowingly violates IRCA or the regulations implementing IRCA, the District shall be entitled to immediately terminate this Agreement for cause.

[Intentionally Left Blank]

The parties have executed this Agreement on the dates written below.

RAINBOWS UNITED, INC.

By: Rachel M Banning
Rachel Banning, President
Date signed: May 5, 2026

ATTEST:

By: Michelle Drouhard
Printed Name: Michelle Drouhard

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS

By _____
Diane Albert, President of the Board
Date signed: _____

ATTEST:

By: _____
Litona Hoyt, Clerk of the Board

APPROVED AS TO LEGAL FORM:

By: _____
Dan Lawrence, General Counsel

AGREEMENT

This Agreement (Agreement), by and between Unified School District No. 259, County of Sedgwick, State of Kansas (the **"School District"**), and Miranda Broderick (**"Transcriber"**) made and entered into this __13___ day of _____April_____, 2025.

The parties agree as follows:

1. SERVICES: Transcriber agrees to provide Braille transcription services to the School District. Services will include the conversion of educational materials into Braille format using the software provided by the School District and modify materials into large print based on the District's specifications.

2. CONSIDERATION: Transcriber will be compensated at a rate of $33 per hour for all completed work. Transcriber is not guaranteed a minimum number of hours. Transcriber agrees not to perform more than 40 hours of work per week. Payment will be made bi-weekly based on the hours worked and will be billed by Transcriber to the School District on a weekly basis. Payments for services rendered will be made in accordance with directions set forth in Section 3 of this Agreement.

3. PAYMENT: Payment for services rendered pursuant to this Agreement shall be made upon receipt of **original** invoice(s) in accordance and in conformity with payment dates for bills and claims as published by Business & Financial Services. Reimbursement for airfare, lodging and meal expenses shall comply with School District policies and reimbursement for such expenses will be made in accordance with such policies. Prior to payment, Transcriber must submit **an original,** dated, itemized invoice of services rendered. **(Photocopies or facsimiles of invoices will not be accepted.)** Any reimbursement for expenses included on the invoice(s) must be supported with attached original billing for such expenses.

4. TERM: The term of this Agreement will begin on July 1, 2025, and end, unless specified elsewhere in this Agreement, on June 30, 2026. By providing 30 days advance written notice, either party may terminate this Agreement at any time, for any reason, with or without cause. Upon termination, Transcriber will be paid for work performed to the date of termination.

5. REVIEW OF WORK: The School District shall have the right to inspect or review the work of Transcriber and to require such oral or written reports of work progress from Transcriber as may be reasonably necessary to assure proper performance of this Agreement.

6. PRODUCTS AND PROCESS OWNERSHIP: All products, processes, or similar works prepared by Transcriber in the course of the performance of this Agreement shall be the exclusive property of the School District and will be released, if at all, only by and through the School District.

7. INDEMNIFICATION: Transcriber shall indemnify, protect, defend, and save the School District harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees arising from damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring from the performance of the services specified to be performed herein. Upon timely written notice from the School District, Transcriber shall defend the School District in any action or proceedings brought thereon; provided, however, that nothing contained herein shall be construed as requiring Transcriber to indemnify the School District for any claims resulting from the negligence or willful misconduct of the School District or its officials, employees or agents.

8. INDEPENDENT CONTRACTOR: It is agreed and understood that Transcriber shall at all times and for all purposes of this Agreement, be deemed an independent contractor and not an employee of the School District, particularly for, but not limited to, the purposes of worker's compensation and the Kansas Tort Claims Act.

9. LOSS OF PERSONALTY: The parties agree the School District bears no liability for damages, theft, or other loss of any personal property of Transcriber which may occur on School District premises, whether such loss affects personalty secured or purchased by Transcriber, School District or by means of grant arrangements. If such personalty is material to the performance of the services listed above, it shall be the responsibility of Transcriber to replace it. The School District is the sole judge of materiality.

10. ASSIGNMENT AND DELEGATION: The services to be performed under this Agreement are deemed to be personal in nature and the parties agree the duties may not be delegated nor the Agreement assigned without prior written consent of the School District.

11. AMENDMENTS: The parties agree that no changes, additions, or modifications to this Agreement may be made except by written addendum signed by both parties.

12. DEFAULTS: This Agreement may be terminated by the School District at any time that it determines in its sole discretion that the services listed above are not being performed in accordance with this Agreement. Upon such termination the School District shall pay for services through the date of termination.

13. ADDITIONAL CONTRACTUAL PROVISIONS REQUIRED BY K.S.A. 72-1148: This Agreement shall be subject to the following contractual provisions:

    (a) DA-146a Requirement: Pursuant to K.S.A. 72-1148, the Parties agree that the terms of each and every provision in DA-146a (Rev. 07-19) as promulgated by the Kansas Department of Administration shall prevail and control over the terms of any other conflicting provision in this Agreement or any other document relating to and a part of this Agreement, including but not limited to any attachments and any terms and conditions utilized by Transcriber. Any terms that conflict or could be interpreted to conflict with DA-146a are nullified. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.

    (b) Agreement with Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas. Any lawsuit concerning this Agreement shall be filed in a court of law located in Sedgwick County, Kansas.

    (c) Cash Basis and Budget Law Requirements: The right of Transcriber and the School District to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure Transcriber and the School District shall at all times be in conformity with such laws. It is a condition of this Agreement that Transcriber and the School District reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws.

    (d) Disclaimer Of Liability: Notwithstanding anything to the contrary elsewhere contained in this Agreement, the School District shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to this Agreement other than the Board of Education of the School District or the School District.

    (e) Anti-Discrimination Clause: Transcriber agrees: (i) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if Transcriber is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District; (vi) if it is determined that Transcriber has violated applicable provisions of ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District.

    Parties to this Agreement understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a company who employs fewer than four employees during the term of such Agreement or whose contracts with the School District cumulatively total $5,000 or less during the fiscal year.

    (f) Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the School District, or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the School District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

    (g) Responsibility For Taxes: The School District shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

    (h) Insurance: The School District shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the School District to establish a "self-insurance" fund to

protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

(i) Compliance with Law and Regulations: Transcriber, in providing services under this Agreement, will comply with federal, state and local laws, regulations and ordinances. Copies of any federal, state or local licenses that are required to provide the services being provided or for the product being purchased must be provided as an attachment to this Agreement. If a required license expires prior to the termination of this Agreement, Transcriber must provide a copy of the renewed license to the School District Purchasing Department on or before the date the license expires. This Agreement will automatically terminate on the date of expiration of the required license if Transcriber does not provide a renewed license on or before the date the license expires. This Agreement will automatically terminate at any time Transcriber, for whatever reason, does not possess a valid required license. The School District's obligation to pay for services ceases as of the date Transcriber does not possess a valid required license. When Transcriber does not possess a valid required license, the School District has the right to return and to not pay for products that are produced by Transcriber.

(j) IRCA: The Contractor agrees that it is solely responsible for its compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), as amended. Contractor agrees that it will send only work-authorized individuals to District worksites and will only use work-authorized individuals to perform work pursuant to the Agreement. If Contractor knowingly violates IRCA or the regulations implementing IRCA, the District shall be entitled to immediately terminate this Agreement for cause.

(k) Information: No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq*.

The parties have entered into this Agreement to be effective as of the date of its signing:

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS

By _____
Diane Albert, President of the Board
Date signed: _____

ATTEST:

By _____
Litona Hoyt, Clerk of the Board

APPROVED AS TO LEGAL FORM:

By _____
Dan Lawrence, General Counsel

MIRANDA BRODERICK

By Miranda Broderick
Printed Name: Miranda Broderick
Title: Independent Contractor
Date signed: 04/13/2025