REGULAR BOARD OF EDUCATION MEETING U.S.D. # 261
ADMINISTRATION BUILDING, 1745 W. GRAND AVE., HAYSVILLE, KS *
September 20, 2021 – 7:00 P.M.
(A live link to this meeting has been made available on the USD 261 website.)

1.0 MEETING OPENING (No Documentation)
- 1.1 Call to Order (No Documentation)
- 1.2 Flag Salute (No Documentation) - Ruth Clark Elementary School
- 1.3 President's Announcements (No Documentation)
- 1.4 Superintendent's Announcements (No Documentation)
- 1.5 Campus High School Student Council Report – (No Documentation)
- 1.6 New and Good (No Documentation)
- 1.7 Approve / Amend Agenda (No Documentation)

2.0 DISTRICT PATRON/PERSONNEL TIME
- 2.1 Hearing of Scheduled District Patrons/District Personnel – 5 min.
- 2.2 Remarks/Comments from District Visitors – 2 min.

3.0 CONSENT AGENDA
- 3.1 Previous Meeting Minutes
- 3.2 Routine Personnel
- 3.3 Gifts and Grants
- 3.4 Site Council Membership Approval

4.0 TREASURER'S REPORT / BILLS – PDF

5.0 REPORTS – Focus on Learning
- COVID – Hersh
- Health Care Clinic – B. Schutte/Long
- Staffing Update - Clagg
- Stuff the Bus! – Ludwig
- After School Academic Support - Reed

6.0 ACTION ITEMS
- 6.1 KJUMP Settlement - C. Schutte - PDF
- 6.2 Thought Exchange Renewal – C. Schutte - PDF

7.0 FIRST READINGS

8.0 DISCUSSION/REPORT ITEMS
- 8.1 Future Agenda Items
- 8.2 Board Calendar

9.0 EXECUTIVE SESSION – If Needed

10.0 ADJOURNMENT (No Documentation)

1.0 MEETING OPENING

No supporting documentation.

End of Section

1.1 Call to Order

No supporting documentation.

End of Section

1.2 Flag Salute

No supporting documentation.

End of Section

1.3 President's Announcements

No supporting documentation.

End of Section

1.4 Superintendent's Announcements

No supporting documentation.

End of Section

1.5 Campus High School Student Council Report (Place Holder)

No supporting documentation.

End of Section

1.6 New and Good

No supporting documentation.

End of Section

1.7 Approve / Amend Agenda

No supporting documentation.

End of Section

2.0 DISTRICT PATRON/PERSONNEL

TIME No supporting documentation.

End of Section

2.1 Hearing of Scheduled District Patrons/District Personnel – 5 minutes

No supporting documentation.

End of Section

2.2 Remarks / Comments from District Visitors – 2 minutes

No supporting documentation.

End of Section

3.0 CONSENT AGENDA

No supporting documentation.

End of Section

SPECIAL MEETING U.S.D. # 261 - 7:00 p.m., September 7, 2021
HAYSVILLE HIGH SCHOOL COMMONS AREA
1975 WEST GRAND HAYSVILLE, KANSAS
MEETING CONDUCTED FACE-TO-FACE WITH ADJUSTMENTS IN RESPONSE TO COVID 19 SOCIAL DISTANCE GUIDELINES

Subject to Board Approval

BOARD MEMBERS
Paige Crum, President
Tom Gibson, Vice President
Greg Fenster
Jerome Crawford
Jennifer Bain
Susan Norton – via phone
Jeremy Bennett – joined at 8:15 p.m. - via phone
left meeting at 8:18 p.m.

OTHERS
Jeff Hersh, Superintendent
Debbie Coleman, Board Clerk
Dr. Clint Schutte, Assoc. Supt. of Finance
Jennifer Reed, Asst. Supt. of Learning Services
Angie Estell, Director of Special Services
David Herbert, Asst. Director of IT
Adia Ludwig, Communications Director
B.J. Knudson, Executive Director of Operations
Westina Fields, HEA President
Others

1.0 MEETING OPENING

1.1 Call to Order

Ms. Crum called the meeting to order at 7:00 p.m. with five Board members present face to face, one Board member – Susan Norton was present via phone. Mr. Jeremy Bennett was ill and not able to attend the meeting in person, but planned to attend the meeting via phone call. Due to a wrong number, being dialed Mr. Bennett was not connected by phone and therefore, was not present.

*Ms. Crum removed 5.0 EXECUTIVE SESSION from the agenda.

Ms. Crum asked Mr. Hersh to give a brief COVID overview.

2.0 PUBLIC COMMENTS REGARDING COVID ISSUES from District Patrons

The following District Patrons addressed the Board regarding COVID-19 issues.

Donna Taylor
Kelly Ramseyer
Cortney Williams

3.0 COVID-19 UPDATE - Action May Be Taken

Superintendent Jeff Hersh presented information to the Board regarding the latest COVID-19 data as related to USD 261.

Mr. Bennett joined the meeting (phone call) at 8:15 p.m.
Mr. Bennett left the meeting (phone call) at 8:18 p.m.

MOTION to approve the Superintendent's recommendation to make no changes, stay with the status quo and revisit the COVID numbers on September 20th during the Regular BOE Meeting unless there is a spike in COVID numbers at which time a Special BOE Meeting would be called.
(Fenster/Gibson) Motion carried 5-1. Susan Norton voted no. Mr. Bennett was not present to vote.

4.0 STAFFING – Action May Be Taken

Mr. Hersh presented information to the Board regarding the need for additional staff to support the health care team during the COVID crisis.

MOTION to approve the hiring of four additional RNs and two class paras to be paid out of ESSER funds for the remainder of the 2021-2022 year as presented.
(Gibson/Fenster) Motion carried 6-0.

~~*5.0 EXECUTIVE SESSION for Nonelected Personnel – Action May Be Taken~~
~~To discuss personnel matters of nonelected personnel.~~
Removed

6.0 ADJOURNMENT

Board President Crum adjourned the meeting at 8:45 p.m.

_____
Paige Crum, Board of Education President

_____
Debra M. Coleman, Board of Education Clerk

SPECIAL MEETING U.S.D. # 261
BOARD ROOM – ADMINISTRATION BUILDING – *1745 WEST GRAND
HAYSVILLE, KANSAS
11:45 P.M.
September 3, 2021
*** MEETING CONDUCTED VIA ZOOM DUE TO TIME CONSTRAINTS**
(A live link to this meeting has been made available on the USD 261 website.)

Subject to Board Approval

MEMBERS PRESENT via ZOOM
Paige Crum – President
Tom Gibson – Vice President
Jennifer Bain
Greg Fenster
Jerome Crawford
Jeremy Bennett

OTHERS PRESENT
Mr. Jeff Hersh, Superintendent of Schools
Dr. Mike Clagg, Deputy Clerk of the Board
Dr. Clint Schutte, Associate Supt. of Finance
Jennifer Reed, Asst. Supt. of Learning Services
Angie Estell, Director of Special Services
Adia Ludwig, Community Relations Director
Others

Due to the short notice prior to the BOE meeting a Waiver of Notice was sent electronically, signed by the Board member and then returned electronically to the Deputy Board Clerk before the opening of the meeting.

1.0 MEETING OPENING

1.1 Call to Order
The Special meeting of the Board of Education for Haysville School District # 261 was called to order via Zoom by Board President Paige Crum at 11:45 a.m. Six Board members were present via ZOOM.

1.2 Superintendent Hersh presented COVID data pertaining to USD 261 students and staff.

1.3 Board members requested additional data on a day-to-day and cumulative format regarding the number of students and staff out each day specific to COVID quarantine.

Board President, Paige Crum surveyed the Board to see who might be available for a Special Board Meeting to further discuss COVID related issues. Ms. Crum informed the Board members present that she would be calling a Special Board Meeting later in the day and the Superintendent would then notify the Board members of the date, place and time of the meeting.

2.0 ADJOURNMENT
Meeting adjourned at 1:18 p.m.

_____
Paige Crum, Board of Education President

_____
Dr. Michael Clagg, Deputy Assistant Board of Education Clerk

BOARD OF EDUCATION MEETING U.S.D. # 261
ADMINISTRATION BUILDING, 1745 W. GRAND AVE.
HAYSVILLE, KANSAS
August 16, 2021 – 7:00 P.M.
(A live link to this meeting has been made available on the USD 261 website.)

Subject to Board Approval

The meeting of the Board of Education of Haysville School District # 261, Haysville, Kansas was called to order at 7:00 p.m., by Board President Paige Crum. Seven members were present.

MEMBERS PRESENT
Paige Crum – President
Tom Gibson – Vice President
Jennifer Bain
Greg Fenster
Dr. Susan Norton
Jeremy Bennett
Jerome Crawford

OTHERS PRESENT
Jeff Hersh, Superintendent of Schools
Debbie Coleman, Clerk of the Board
Dr. Clint Schutte, Associate Supt. of Business and Finance
Dr. Mike Clagg, Assistant Supt. of Personnel
Jennifer Reed, Asst. Supt. of Learning Services
Angie Estell, Director of Special Services
David Herbert, Director of IT
Adia Ludwig, Communications Director
Others

1.0 MEETING OPENING

1.1 Call to Order

Paige called the meeting to order at 7: 00 p.m. with seven members present.

1.2 Flag Salute

1.3 President's Announcements (No Documentation)

- Stuff the Bus! was great fun and a huge success. Thank you to Adia and all the staff and students who helped. You make us very proud.
- SCOOP with the Superintendent tomorrow Tuesday, August 17th from 6:00 – 7:30 p.m. at Haysville High School. Ms. Crum invites everyone to come and get to know Mr. Hersh and have some ice cream.
- Ms. Crum encouraged Board members to attend the Equity Symposium in Oklahoma City on October 22nd and 23rd.

Information placed at Board member's seats…

- Parents as Teachers donation information
- Food Service grant information
- Federal grant information for the Homeless program
- Superintendent's Entry and Learning Plan - 100 Day Plan
- COVID Operational Plan

1.4 Superintendent's Announcements (No Documentation)

- Linda Long, the Homeless and Foster Care Liaison for USD 261, received a Federal grant in the amount of $40, 000.00.
- Gina Lee, Director of Food Service, received a grant in the amount of $102,586.29, from the United States Department of Agriculture, Food and Nutrition Service for the National School Lunch Program. This money can only be used for allowable food service operational costs.
- Beth Schutte received a health grant from KSDE.
- Dr. Clint Schutte is a member of the Board of Trustees for KASBO.

- Stuff the Bus! event was a huge success for the community. Businesses participating were Blaine's Candy Shop, Sonic, Sunstone Nutrition, Haysville Nutrition, Haysville United Methodist Church, Cash Savers and Dollar General.
  The supplies are being distributed tonight at the Dr. John Burke Learning Center.
- Jennifer Reed has been working with District teachers developing an online, after school academic support program. This service will be available after Labor Day.
- A committee will soon be formed consisting of parents, Board of Education representation and teachers to gain the perspective of parents with special needs children.

1.5 Campus High School Student Council Report (No Documentation) (No Report)

1.6 New and Good (No Documentation)

Jennifer Bain

- School will be starting!

Dr. Susan Norton

- Stuff the Bus! Great event!

Paige Crum

- SCOOP the Superintendent, great opportunity to meet the Superintendent and have ice cream!

1.7 Approve / Amend Agenda (No Documentation)

MOTION to approve the agenda as amended by adding * Health Clinic to 5.0 REPORTS and under 8.2 Board Calendar moving the School Dude report from September to June.
(Bain/Norton) Motion carried 7-0.

2.0 DISTRICT PATRON/PERSONNEL TIME

2.1 Hearing of Scheduled District Patrons/District Personnel – 5 min.
None

2.2 Remarks/Comments from District Visitors – 2 min.
None

3.0 CONSENT AGENDA

3.1 Previous Minutes

3.2 Routine Personnel

3.3 Gifts and Grants
Parents As Teachers received a donation in the amount of $63.50 from Marco's Pizza fundraiser.

3.4 PANDO Memorandum of Understanding

3.5 Superintendent Evaluation - Paige Crum, Tom Gibson and Jeff Hersh will meet and develop a timeline for the evaluation process.

MOTION to approve the Consent Agenda as presented.
(Bennett/Crawford) Motion carried 7-0.

4.0 TREASURER'S REPORT / BILLS – PDF

Dr. Clint Schutte presented information to the Board regarding the Treasurer's Report and Bills.
MOTION to approve the Treasurer's Report/Bills as presented.
(Norton/Bennett) Motion carried 7-0.

5.0 REPORTS – Focus on Learning

- KSHSAA as Related to COVID
  Athletic Directors Ty Hamilton - HWMS, Jeremy Scheufler – Campus High and Dawn Blue – HMS presented information to the Board regarding KSHSAA as related to COVID.
- 100-Day Plan – Hersh
  Superintendent Hersh presented his 100-Day Plan to the Board.
- Virtual School Update – Reed
  Jennifer Reed presented an update to the Board regarding Virtual School.
- Hiring Staff Update – Clagg
  Dr. Mike Clagg presented an update on Hiring Staff for USD 261 to the Board.
- * Health Clinic
  Beth Schutte and Linda Long presented information to the Board regarding the Health Clinic. The location of the Health Clinic will change from the middle school to the east wing of the Administration Building. A private entrance for the clinic will be made to keep Administration Building safe.
  MOTION to approve the Health Clinic location change from HWMS to the east wing of the Administration Building and hiring a secretary for the clinic as presented.
  (Norton/Bain) Motion carried 7-0.

6.0 ACTION ITEMS

6.1 2.2.17.11 Authority to Re-Fund Bonds if in the best interest of USD 261 Resolution
Mr. Hersh was present to answer questions from the Board regarding Resolution 2.2.17.11 Authority to Re-Fund Bonds.
MOTION to approve Resolution 2.2.17.11 Authority to Re-Fund Bonds as presented.
(Gibson/Bain) Motion carried 7-0.

6.2 COVID-19 Operational Plan 2021-2022 – Hersh
Mr. Hersh requested Board approval of the COVID-19 Operational Plan 2021-2022.
MOTION to approve the COVID-19 Operational Plan 2021-2022 as presented giving the Superintendent the autonomy to make general and minor changes.
(Norton/Gibson) Motion carried 7-0.

Mr. Hersh asked Adia to give a brief report on Stuff the Bus!
Adia reported that the first Stuff the Bus! was very successful with 3400 items donated, 184 kids receiving school supplies and all left over supplies were distributed to District schools.

7.0 FIRST READINGS
No First Readings

8.0 DISCUSSION/REPORT ITEMS

8.1 Future Agenda Items

- All First Readings (if any) moved to Action Items
- Site Council Membership approval
- Budget Hearing September 20, 2021 @ 6:50 p.m.
- Neutral Rate September 20, 2021 @ 6:55 p.m.
- Departmental Presentations

8.2 Board Calendar
Move School Dude Inspection Report from September to June.

9.0 EXECUTIVE SESSION – No Executive Session

10.0 ADJOURNMENT
Meeting adjourned at 8:28 p.m.

_____
Paige Crum, Board of Education President

_____
Debra M. Coleman, Board of Education Clerk

BOARD OF EDUCATION MEETING U.S.D. # 261 – BUDGET WORKSHOP
ADMINISTRATION BUILDING, 1745 W. GRAND AVE.
HAYSVILLE, KANSAS
August 16, 2021 – 5:30 P.M.

Subject to Board Approval

The meeting of the Board of Education of Haysville School District # 261, Haysville, Kansas was called to order at 5:34 p.m., by Board President Paige Crum. Seven Board members were present.

MEMBERS PRESENT
Paige Crum, President
Tom Gibson, Vice President
Jennifer Bain
Jeremy Bennett
Dr. Susan Norton
Greg Fenster
Jerome Crawford

OTHERS PRESENT
Mr. Jeff Hersh, Superintendent
Debbie Coleman, Clerk of the Board
Dr. Clint Schutte, Assoc. Supt. of Business and Finance
Jennifer Reed, Asst. Supt. of Learning Services

Others

1.0 MEETING OPENING

1.1 Call to Order

Board President, Paige Crum called the meeting to order at 5:34 p.m. with seven members present.

2.0 BUDGET WORKSHOP

Dr. Clint Schutte presented a Budget Workshop to the Board regarding the 2021-2022 budget.
MOTION to publish the notice of Budget Hearing.
(Bain/Bennett) Motion carried 7-0.
MOTION to publish the notice of the Revenue Neutral Rate Hearing.
(Norton/Gibson) Motion carried 7-0.

SPECIAL BOE MEETING Reminder
Paige reminded the Board that the Special BOE Meeting for a Budget Hearing is scheduled for 6:50 p.m. on Monday, September 20, 2021 just prior to the Regular Board of Education Meeting.
Action may be taken.

Paige also reminded the Board that the Special BOE Meeting for the Revenue Neutral Rate will follow the Budget Hearing at 6:55 p.m. on Monday, September 20, 2021. The Regular BOE Meeting will follow.
Action may be taken.

3.0 ADJOURN BUDGET WORKSHOP

Meeting adjourned at 6:47 p.m.

_____
Paige Crum, Board of Education President

_____
Debra M. Coleman, Board of Education Clerk

SPECIAL BOARD MEETING – COVID-19
August 10, 2021 – 6:00 p.m.
Haysville High School Commons Area
1975 W. Grand Ave

BOARD MEMBERS
Paige Crum, President
Tom Gibson, Vice President
(Gibson left meeting at 6:12 p.m. / returned at 6:16 p.m.)
Susan Norton
Jennifer Bain
Jeremy Bennett
Jerome Crawford
Greg Fenster

OTHERS
Jeff Hersh, Superintendent
Debbie Coleman, Board Clerk
Dr. Clint Schutte, Assoc. Supt. of Finance
Dr. Mike Clagg, Asst. Supt. of Personnel
Jennifer Reed, Asst. Supt. of Learning Services
Angie Estell, Director of Special Services
David Herbert, Asst. Director of IT
Adia Ludwig, Communications Director
Others

Subject to Board Approval

1.0 MEETING OPENING

1.1 Call to Order

Board President, Paige Crum, called the Special Board Meeting to order at 6:00 p.m. with seven members present

2.0 BOARD REVIEW OF THE COVID-19 OPERATIONAL PLAN 2021-2022

2.1 Presentation of the COVID-19 Operational Plan 2021-2022 – Hersh

Mr. Hersh, Superintendent of Schools, presented information to the Board regarding the COVID-19 Operational Plan 2021-2022.

3.0 DISTRICT PATRON TIME

3.1 Hearing of Scheduled District Patrons

The following District Patrons addressed the Board regarding COVID-19 issues and the 2021-2022 school year.

1. Con Howerton – Mr. Howerton was not able to attend the meeting, but he provided his statement, which was read by Board Clerk, Debbie Coleman.

2. Phil Richardson

3. Kelly Ramseyer

4. Mindy Martinez

5. Cortney Williams

6. Melissa Ortiz

7. Melissa Radell

8. Kylie Britenbach

9. Nicholas Ritchie

4.0 ACTION (If Needed)
No action taken

5.0 ADJOURN MEETING
Board President Crum adjourned the meeting at 7:12 p.m.

_____

Paige Crum, Board of Education President

_____

Debra M. Coleman, Board of Education Clerk

2021-2022

PERSONNEL RESUME

Name Meghan Barnes

For Position As Counselor

Building Ruth Clark Elementary

Education

Undergraduate	Date	Degree	Major
Wichita State University	2015	BA	Psychology

Graduate	Date	Degree	Major
Wichita State University	2022	MA	School Counseling

Intern Experience	Location	Dates
Prairie Elementary School	Haysville, KS	2021

Salary Offered $22,645 **Degree** MS **Level** A (89 day contract starting January 3, 2022)

2021-2022

PERSONNEL RESUME

Name Amy Cruce

For Position As 5th Grade Teacher

Building Nelson Elementary School

Education

Undergraduate	Date	Degree	Major
Wichita State University Apprentice Program	2021	BA	Early Childhood Education

Graduate	Date	Degree	Major

Salary Offered $37,601 (166 Days) **Degree** BS **Level** A

2021-2022

PERSONNEL RESUME

Name Brad Friesen

For Position As Counselor

Building Ruth Clark Elementary School

Education

Undergraduate	Date	Degree
Kansas State University	1976	BS

Graduate	Date	Degree
Wichita State University	1984	MS

Salary Offered $19,264.50 (3 days/week for Fall 2021 Semester)

USD 261
HAYSVILLE
SCHOOLS
To advance learning for all through the relentless pursuit of excellence

Oatville Elementary School

4335 S. Hoover
Wichita, Kansas 67215
316-554-2290
Principal's email: nlightcap@usd261.com

Natalie Lightcap
Principal

To: Board of Education
From: Oatville Elementary
Date: September 14, 2021
Re: Donation

To the Board of Education:

Oatville Elementary is requesting Board approval for a donation of Walk Talkies from Oatville PTA. The approximate dollar value of the donation is $400.

Donor's address is...
Oatville PTA
4335 S. Hoover Rd
Wichita, KS 67215

Thank you,
Chris Ferris

USD 261
HAYSVILLE
SCHOOLS
To advance learning for all through the relentless pursuit of excellence

Oatville Elementary School

4335 S. Hoover
Wichita, Kansas 67215
316-554-2290
Principal's email: nlightcap@usd261.com

Natalie Lightcap
Principal

To: Board of Education
From: Oatville Elementary
Date: September 14, 2021
Re: Donation

To the Board of Education:

Oatville Elementary is requesting Board approval for a donation of cash from Chance Suenram from Lemonade Stand for supplies for classrooms. The approximate dollar value of the donation is $431.

Donor's address is...
Chance Suenram
3655 S. Eisenhower
Wichita, KS 67215

Thank you,
Chris Ferris

USD 261
HAYSVILLE
SCHOOLS
To advance learning for all through the relentless pursuit of excellence

Oatville Elementary School

4335 S. Hoover
Wichita, Kansas 67215
316-554-2290
Principal's email: nlightcap@usd261.com

Natalie Lightcap
Principal

To: Board of Education
From: Oatville Elementary
Date: September 10, 2021
Re: Donation

To the Board of Education:

Oatville Elementary is requesting Board approval for a donation of School Supplies and Backpacks from True Life Church. The approximate dollar value of the donation is $150.00.

Donor's address is...
True Life Church
4400 S. Hoover Rd
Wichita, KS 67215

Thank you,
Chris Ferris

USD 261
HAYSVILLE
SCHOOLS
To advance learning for all through the relentless pursuit of excellence

Oatville Elementary School

4335 S. Hoover
Wichita, Kansas 67215
316-554-2290
Principal's email: nlightcap@usd261.com

Natalie Lightcap
Principal

To: Board of Education
From: Oatville Elementary
Date: September 10, 2021
Re: Donation

To the Board of Education:

Oatville Elementary is requesting Board approval for a donation of N95 Face Mask from Aaron Walden. The approximate dollar value of the donation is $500.00.

Donor's address is...
Aaron Walden
6401 W. Hollywood
Wichita, KS 67215

Thank you,
Chris Ferris

To: Debbie Coleman, BOE Clerk

From: Linda Long, Support Services Coordinator

Re: Large donation to USD #261

Date: 9/8/21

USD #261 Board of Education Members,

Please accept the donation of 5,695 12 oz bottles of hand sanitizer and 232 canisters of disinfecting wipes purchased from Menards by a Wichita resident. The donor information is:

Melinda Eddington
13644 W. Highland Springs Court
Wichita, KS 67235

Mrs. Eddington was referred to USD #261 and given my name by Kansas Non-Profit Chamber President, Cindy Miles.

We are thrilled to be the recipient of such a generous donation from Mrs. Eddington. She stated we can look forward to more donations in the future.

Sincerely,

Linda Long
Support/Homeless Services Coordinator
Foster Care Liaison

USD 261
HAYSVILLE
SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

Site Council @ FES

Tonette Haight <thaight@usd261.com>
To: Debbie Coleman <dcoleman@usd261.com>

Mon, Sep 13, 2021 at 8:32 AM

Site Council Members: Jennifer Bain, Kaitlin Zimmerman, Thomas Grindley, JoAnn Shipman & Jessi McCray

Toni Haight
Principal
Freeman Elementary
316-554-2265

USD 261 HAYSVILLE SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

Rex Site Council 2021-2022

1 message

Laura Rogers <lrogers@usd261.com> Mon, Sep 13, 2021 at 9:15 PM
To: Debbie Coleman <dcoleman@usd261.com>, Michelle Steen <msteen@usd261.com>

I did not put them in alphabetical order but I can.

1. Natasha Torr, parent
2. Josh Hamilton, parent
3. Samantha Seymore, parent
4. Emily Stillwell, parent
5. Sara Belt, parent
6. Kelly Carter, parent
7. Angel Graves, parent and Rex food service manager
8. Holly Easterby, parent and Rex library para
9. Chantel Johnson, parent & district employee
10. Alisha Ewertz, parent & district employee
11. Kyong Duncan, Rex regular education teacher
12. Tammy Fleming, Rex regular education teacher
13. Sarah Lowenstein, Rex Special Education teacher
14. Jennifer Bain, USD 261 School Board member and parent



Laura Rogers
Rex Elementary Principal
Haysville USD 261
316-554-2281

USD 261 HAYSVILLE SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

Nelson's Site Council

1 message

Sherrie Frazey <sfrazey@usd261.com> Mon, Sep 13, 2021 at 10:58 PM
To: Debbie Coleman <dcoleman@usd261.com>

Site Council

PK Teacher - Christi Holt
4th Teacher - Carol Matteson
School Psychologist - Brianna Newell
Parent - Stephanie Paddock
PTA - Stephanie Swanson
Learning Facilitator - Teresa Miller
Board Member - Jeremy Bennett
Principal - Sherrie Frazey

USD 261
HAYSVILLE
SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

Site Council Member List

Mike Maurer <mmaurer@usd261.com> Wed, Sep 8, 2021 at 12:17 PM
To: Debbie Coleman <dcoleman@usd261.com>

At the current time, here is my list:

Me
Jeremy Bennett
Kimberly Peterson

Mike

Dr. Michael Maurer
Principal, Haysville Middle School
316-554-2251

[Quoted text hidden]

USD 261 HAYSVILLE SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

SITE Council Member List

Jarrod Craig <jcraig@usd261.com> Fri, Aug 20, 2021 at 9:04 AM
To: Debbie Coleman <dcoleman@usd261.com>

I did add it but I will put them all together,

Lisa Strohm
Deserae Nelson
Aaron Watkins
Tom Gibson
Pamela Bell
Janelle Durham

Thank you!

Jarrod
[Quoted text hidden]

USD 261
HAYSVILLE
SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

Oatville Site Council Membership

Natalie Lightcap <nlightcap@usd261.com> Fri, Sep 10, 2021 at 10:00 AM
To: Debbie Coleman <dcoleman@usd261.com>

Debbie,
This is what I have at this point! I'm still working on a few members. At this point, I'm planning on having meetings via zoom.

Kim Peitz kimpeitz@hotmail.com
Brianna Newell bnewell@usd261.com
Jordyn Walock jwalock@usd261.com
Michelle Gonzalez mmick78@yahoo.com
Emily Zieser e_tyson@hotmail.com
Tom Gibson tgibson@usd261.com
Megan Goetz mgoetz@usd261.com

Thanks and enjoy your weekend!

Natalie Lightcap, Principal
Oatville Elementary
Haysville, Kansas 67215

USD 261
HAYSVILLE
SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

SITE Council Member List

Carla Wulf <cawulf@usd261.com> Tue, Aug 17, 2021 at 4:01 PM
To: Debbie Coleman <dcoleman@usd261.com>

Jerome Crawford
Carla Wulf
Caleb McCaffree
Eric Hendrickson
Stacee Hendrickson
Heather Nichols
Rachel Nida
Katie Kilgore

Ruth Clark Site Council

Carla Wulf
Principal Ruth Clark Elementary
316-554-2333
cawulf@usd261.com

Kindness is a gift everyone can afford to give.

On Tue, Aug 17, 2021 at 3:20 PM Debbie Coleman <dcoleman@usd261.com> wrote:
[Quoted text hidden]

USD 261
HAYSVILLE
SCHOOLS

Debbie Coleman <dcoleman@usd261.com>

SITE Council Member List

Jenny Campbell <jcampbell@usd261.com> Mon, Aug 23, 2021 at 7:04 AM
To: Debbie Coleman <dcoleman@usd261.com>

HWMS Site Council

Jenny Campbell
Jessica Quinn
Dusty Rymer
Susan Norton
Zach McHattan

Thank you!

On Tue, Aug 17, 2021 at 3:20 PM Debbie Coleman <dcoleman@usd261.com> wrote:
[Quoted text hidden]

[Quoted text hidden]

4.0 TREASURER'S REPORT / BILLS - PDF

No supporting documentation.

End of Section

USD 261
HAYSVILLE
SCHOOLS

RESOLUTION#: 3

DATED: 9/20/2021

AUTHORIZATION FOR PAYMENT OF CLAIMS AS FOLLOWS:

PAYROLL

DATE	8/12/2021	DIRECT DEPOSIT	66717-67281	Ck#	668,209.28
		WITHHOLDING		Ck# 77044-77061	545,410.07
		WITHHOLDING		Ck# 77062-77063	59,152.25

ACCOUNTS PAYABLE

DATE	8/26/2021	Manual Cks 77207-77215	36,870.08
	8/27/2021	Manual Cks 77216-77217	7,652.10
	9/8/2021	Manual Cks 77249-77263	200,397.42
	9/9/2021	Manual Cks 77264-77266	4,107.40
	9/20/2021	Cks 77267-77523	1,329,574.80
		VOIDS	(25,525.64)

TOTAL REGISTER: 2,825,847.76

SUBMITTED BY: _____
TREASURER

APPROVED BY: _____
BOARD PRESIDENT

ATTESTED BY: _____
BOARD CLERK

FUND	DESCRIPTION	BEGINNING	REVENUE	EXPENDITURE	ENDING	ENCUMBRANCES	UNENCUMBERED	OUTSTANDING LIABILITIES
06	GENERAL FUND	1,027,493.78	1,680,258.00	-1,028,624.52	1,679,127.26	-308,220.96	1,370,906.30	0.00
07	FEDERAL FUNDS	-811,579.05	8,870.50	-217,771.04	-1,020,479.59	-30,191.47	-1,050,671.06	0.00
08	SUPPLEMENTAL GENERAL	-688,025.38	0.00	-165,578.83	-853,604.21	-137,303.55	-990,907.76	0.00
11	AT-RISK (4 YEAR OLD)	-4,129.23	0.00	-600.57	-4,729.80	-549.35	-5,279.15	0.00
13	AT-RISK (K-12)	-78,211.49	1,952.50	-35,526.55	-111,785.54	-302.98	-112,088.52	0.00
14	BILINGUAL	0.00	0.00	0.00	0.00	-20.06	-20.06	0.00
16	CAPITAL OUTLAY	733,848.45	62,176.00	-73,556.03	722,468.42	-410,162.59	312,305.83	0.00
18	DRIVER TRAINING	199,911.16	0.00	-26,599.46	173,311.70	0.00	173,311.70	0.00
24	FOOD SERVICE	2,652,068.30	51,712.36	-121,284.07	2,582,496.59	-73,162.23	2,509,334.36	0.00
26	PROFESSIONAL DEVELOPMENT	-12,100.00	0.00	-450.00	-12,550.00	0.00	-12,550.00	0.00
28	PARENTS AS TEACHERS PROGRAM	-1,019.78	0.00	-12,530.53	-13,550.31	-3,757.65	-17,307.96	0.00
30	SPECIAL EDUCATION	706,823.65	1,674.75	-119,444.01	589,054.39	-5,536.02	583,518.37	0.00
31	CONSTRUCTION	-1,100,000.00	0.00	0.00	-1,100,000.00	0.00	-1,100,000.00	0.00
34	VOCATIONAL EDUCATION	-1,301.87	0.00	4,500.00	3,198.13	-5,134.72	-1,936.59	0.00
51	KPERS RETIREMENT CONTRIBUTIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	CONTINGENCY RESERVE	1,055,702.55	0.00	0.00	1,055,702.55	0.00	1,055,702.55	0.00
55	TEXTBOOK & STUDENT MATERIAL	666,837.74	119,294.90	-73,640.59	712,492.05	-598,565.51	113,926.54	0.00
62	BOND & INTEREST #1	8,326,722.99	0.00	0.00	8,326,722.99	0.00	8,326,722.99	0.00
70	ECC STATE GRANT	-28,935.00	21,110.31	0.00	-7,824.69	-447.98	-8,272.67	0.00
71	KANSAS PRESCHOOL PILOT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FUND	DESCRIPTION	BEGINNING	REVENUE	EXPENDITURE	ENDING	ENCUMBRANCES	UNENCUMBERED	OUTSTANDING LIABILITIES
95	PAYROLL CLEARING	211,209.00	8,660.48	-194,178.67	25,690.81	0.00	25,690.81	0.00
TOTAL		12,855,315.82		-2,065,284.87		-1,573,355.07		0.00
			1,955,709.80		12,745,740.75		11,172,385.68	

********** End of report **********

- 9000.00 Petty Cash
12.736.740.75 Bank Balance
12.736.740.75 General Ledger Balance
/ 0 -

Bank Statement Closing Date: 08/31/2021
Bank Cash Account: PAY (Checking)
Cash Account #: ** A 9010 000 0000 000
Reconciled: YES **Reconciliation Date:** 09/07/2021 **Reconciled By:** Nadine Foreman
Transitional Reconciliation: NO **Initial Reconciliation:** NO

Bank Statement Balance			
Ending Balance Shown on this Bank Statement:		12,808,307.48	
Items Not Listed on this Statement			
Checks:	-71,566.73		
Cash Receipts Sources:	0.00		
Journal Entries Sources:	0.00		
Subtotal of Skyward Sources not on Statement:		-71,566.73	
Manual Adjustments:		0.00	
Adjusted Bank Statement Balance:			12,736,740.75
Ending Cash Balance as of 08/31/2021			
Beginning Cash Balance:		12,846,315.82	
Items from Skyward Sources			
Accounts Payable Sources:	-1,408,859.51		
Cash Receipts Sources:	1,993,077.16		
Journal Entries Sources:	-25,583.44		
Payroll Sources:	-668,209.28		
Subtotal of Skyward Sources:		-109,575.07	
Month End Balance:			12,736,740.75
Variance:			0.00

********** End of report **********

FD	FD	2021-22 Revised Budget	2021-22 FYTD Activity	2021-22 FYTD Unexpended Bal	Encumbered Amount	2021-22 FYTD Unencumbered Bal	2021-22 FYTD %
06	GENERAL FUND	0.00	1,681,388.74	-1,681,388.74	308,220.96	-1,989,609.70	0.00
07	FEDERAL FUNDS	0.00	714,480.38	-714,480.38	30,191.47	-744,671.85	0.00
08	SUPPLEMENTAL GENERAL	0.00	1,180,202.06	-1,180,202.06	137,303.55	-1,317,505.61	0.00
11	AT-RISK (4 YEAR OLD)	0.00	4,729.80	-4,729.80	549.35	-5,279.15	0.00
13	AT-RISK (K-12)	0.00	115,098.04	-115,098.04	302.98	-115,401.02	0.00
14	BILINGUAL	0.00	0.00	0.00	20.06	-20.06	0.00
16	CAPITAL OUTLAY	0.00	254,559.40	-254,559.40	410,162.59	-664,721.99	0.00
18	DRIVER TRAINING	0.00	51,234.12	-51,234.12	0.00	-51,234.12	0.00
24	FOOD SERVICE	0.00	176,912.55	-176,912.55	73,162.23	-250,074.78	0.00
26	PROFESSIONAL DEVELOPMENT	0.00	12,550.00	-12,550.00	0.00	-12,550.00	0.00
28	PARENTS AS TEACHERS PROGRAM	0.00	13,550.31	-13,550.31	3,757.65	-17,307.96	0.00
30	SPECIAL EDUCATION	0.00	244,362.74	-244,362.74	5,536.02	-249,898.76	0.00
31	CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
34	VOCATIONAL EDUCATION	0.00	-3,198.13	3,198.13	5,134.72	-1,936.59	0.00
51	KPERS RETIREMENT CONTRIBUTIONS	0.00	1,575,649.99	-1,575,649.99	0.00	-1,575,649.99	0.00
53	CONTINGENCY RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
55	TEXTBOOK & STUDENT MATERIAL -R	0.00	102,006.57	-102,006.57	598,565.51	-700,572.08	0.00
62	BOND & INTEREST #1	0.00	0.00	0.00	0.00	0.00	0.00
70	ECC STATE GRANT	0.00	0.00	0.00	447.98	-447.98	0.00
95	PAYROLL CLEARING	0.00	386,735.87	-386,735.87	0.00	-386,735.87	0.00
	Grand Expense Totals	0.00	6,510,262.44	-6,510,262.44	1,573,355.07	-8,083,617.51	0.00

Number of Accounts: 2437

********** End of report **********

FD	T	FUNC	OBJ	BLDG	PRG	Account Level Description	2021-22 Revised Budget	August 2021-22 Monthly Activity	2021-22 FY Activity	Encumbered Amount	2021-22 Available Funds
06	E	5208	931	0000	000	Transfer to Supplemental Gener	0.00	0.00	0.00	0.00	0.00
06	E	5211	911	0000	000	Transfer to At Risk (4 Yr. Old	0.00	0.00	0.00	0.00	0.00
06	E	5213	913	0000	000	Transfer to At Risk (K-12)	0.00	0.00	0.00	0.00	0.00
06	E	5216	918	0000	000	Transfer To Capital Outlay	0.00	0.00	0.00	0.00	0.00
06	E	5226	926	0000	000	Transfer to Professional Devel	0.00	0.00	0.00	0.00	0.00
06	E	5228	928	0000	000	Transfer To Parent Ed	0.00	0.00	0.00	0.00	0.00
06	E	5230	930	0000	000	Transfer To Special Education	0.00	0.00	0.00	0.00	0.00
06	E	5234	934	0000	000	Transfer To Vocational Ed	0.00	0.00	0.00	0.00	0.00
06	E	5251	951	0000	000	Transfer to KPERS	0.00	0.00	0.00	0.00	0.00
06	E	5253	953	0000	000	Transfer To Contingency Reser	0.00	0.00	0.00	0.00	0.00
08	E	5211	000	0000	000	Transfer to At Risk (4 Yr. Old	0.00	0.00	0.00	0.00	0.00
08	E	5213	000	0000	000	Transfer to At Risk (K-12)	0.00	0.00	0.00	0.00	0.00
08	E	5214	000	0000	000	Transfer To Bilingual	0.00	0.00	0.00	0.00	0.00
08	E	5226	000	0000	000	Transfer to Professional Devel	0.00	0.00	0.00	0.00	0.00
08	E	5228	000	0000	000	Transfer To Parent Ed	0.00	0.00	0.00	0.00	0.00
08	E	5230	000	0000	000	Transfer To Special Ed	0.00	0.00	0.00	0.00	0.00
08	E	5234	000	0000	000	Transfer To Vocational Ed	0.00	0.00	0.00	0.00	0.00
08	E	5255	000	0000	000	Transfer to Textbook & Student	0.00	0.00	0.00	0.00	0.00
30	E	5253	953	0000	000	Transfer to Contingency Reserv	0.00	0.00	0.00	0.00	0.00
53	E	5206	910	0000	000	Transfer to General Fund	0.00	0.00	0.00	0.00	0.00
53	E	5206	930	0000	000	Transfer to General Fund	0.00	0.00	0.00	0.00	0.00
53	E	5208	931	0000	000	Transfer to Supplemental Gener	0.00	0.00	0.00	0.00	0.00
53	E	5230	930	0000	000	Transfer to Special Education	0.00	0.00	0.00	0.00	0.00
Grand Expense Totals							0.00	0.00	0.00	0.00	0.00

Number of Accounts: 23

********** End of report **********

HAYSVILLE USD #261

CASH BALANCES

AUGUST 31, 2021

NEGATIVE UNENCUMBERED CASH BALANCES:

07	FEDERAL FUNDS	Awaiting Federal Funds
08	SUPPLEMENTAL GENERAL	Awaiting State Funds
11	AT-Risk (4YR OLDS)	Awaiting Federal Funds
13	AT-Risk (K-12)	Awaiting Federal Funds
26	PROFESSIONAL DEVELOPMENT	Awaiting State Funds
28	PARENT AS TEACHERS PROGRAM	Awaiting State Funds
30	SPECIAL EDUCATION	Awaiting State Funds
31	CONSTRUCTION	Awaiting Transfer of Funds
70	ECC STATE GRANT	Awaiting State Funds

5.0 REPORTS

No supporting documentation.

End of Section

6.0 ACTION ITEMS

No supporting documentation.

End of Section

USD 261
HAYSVILLE SCHOOLS

1745 W. Grand Ave.
Haysville, Kansas 67060
Office: (316) 554-2200
Fax: (316) 554-2230

TO: Haysville Board of Education

FR: Dr. Clint Schutte, Associate Superintendent for Business & Finance

DA: September 20, 2021

RE: KJUMP Natural Gas Settlement

In February of 2021, the cold weather led to natural gas supply and demand imbalances. Many regional natural gas trading hubs also reached very high spot prices. In mid-February, 105 of the 178 natural gas pricing points reached recent high prices, according to Natural Gas Intelligence (NGI) data. Haysville USD 261 received a KJUMP invoice for natural gas deliveries of $113,991.79, followed by an invoice for utility fees of $137,176.76. Bring Haysville USD 261 total natural gas charges for the unusual weather to $251,168.55.

The Board of education voted to join the group negotiations with KJUMP, represented by KASB and Smithyman & Zakoura law firm. The cost of joining the group was $1,400. The belief was that the cost of gas exceeded what is statutorily allowed. Therefore, the negotiation's goal was to seek relief from the high natural gas price.

In August, the negotiations team reached a settlement with CenterPoint Energy, formally known a Symmetry. This settlement netted a savings for Haysville USD 261 of **$52,088.33**. The following outlines the impact the unusual weather had on our natural gas cost.

Original Invoice: $113,991.79
Utilities Fee: $137,176.76
Total February Charges: $251,168.55
Natural Gas Charges: $104,176.76
Discounted Gas Charges: **$52,088.33**
New Invoice: $199,080.17
Amount Paid: $173,732.50
Amount Due: $25,347.67

To accept the settlement, we ask for a resolution authorizing the acceptance of the Confidential Settlement Agreement and Release.

If you have any questions, don't hesitate to get in touch with me.

attach:

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

KJUMP
Invoice for Natural Gas Deliveries

Haysville USD #261
Attn: Accounts Payable
1745 W. Grand
Haysville, KS 67060

Customer ID:	60213
Invoice Number:	11612924
Invoice Date:	9/3/2021
Due Date:	**09/15/2021**

Volume History

Period	MMBtu	Period	MMBtu	Period	MMBtu
Jan 21	4,291.00	Sep 20	158.00	May 20	857.00
Dec 20	3,201.00	Aug 20	38.00	Apr 20	586.00
Nov 20	1,891.00	Jul 20	70.00	Mar 20	2,017.00
Oct 20	720.00	Jun 20	234.00	Feb 20	3,995.00

Delivery Period:	**Feb-21**
Volume(MMBtu)	0.000
Total Current Charges:	$(28,448.29)
Prior Balance:	$53,795.96
Late Fee:	$0.00
Total Amount Due:	**$25,347.67**

ONLINE

Manage your account at
https://symmetryenergy.com/portal

CONTACT US

For Billing Inquires
Kyle Bennett at 918-477-3469
kyle.bennett@symmetryenergy.com

General Inquiries
Sales Support at 800-495-9880
Sales.Support@SymmetryEnergy.com

PAYMENT OPTIONS

Online Bill Pay
Please visit https://symmetryenergy.com/portal

Wire & ACH Payments
Please use the remittance stub information, Name, Invoice Number, and Customer ID.

Electronic (Wire/ACH/myCES) payment preferred. Please include information below with payment to ensure timely posting to customer account. Payment remittance information can be emailed to ar@symmetryenergy.com

Send Wire/ACH To:
ABA# 111000614 for ACH
ABA# 021000021 for WIRE
JP Morgan Chase Bank, Houston, Texas
Account# 100080578
Beneficiary: Symmetry Energy Solutions, LLC

Mail all other remittances to:
Symmetry Energy Solutions, LLC
Chase Lockbox
P.O. Box 301149
Dallas, TX 75303-1149

Customer ID:	60213
Delivery Period:	Feb-21
Invoice Number:	11612924
Invoice Date:	9/3/2021
Current Charges:	$(28,448.29)
Prior Balance:	$53,795.96
Late Fee:	$0.00
Total Amount Due:	**$25,347.67**
Due Date:	**09/15/2021**

Late fees will be assessed if payment is received after the due date as stated in the contract.

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

Account Detail for Feb-21

Haysville Middle School-S12479 **KGS** **Account:**
Service Address: 900 W Grand, Haysville, KS 67060-1219
PRIOR PERIOD ADJUSTMENTS

OTHER CHARGES

Description	MMBtu	Price	Amount
Reversal - 10046644-Discount Plan Agreement			$23,640.09
Revision - 10046644-Discount Plan Agreement			$(52,088.38)
			$(28,448.29)
		Account Total:	**$(28,448.29)**

DocuSign Envelope ID: D1E23D62-40E8-499B-8266-6095E378571D

EXECUTION COPY

On behalf of **HAYSVILLE USD**,

By: _____
Name: Paige Crum
Title: Board of Education President

By: _____
Name: Jeff Hersh
Title: Superintendent of Schools

September 20, 2021
Date

DocuSign Envelope ID: D1E23D62-40E8-499B-8266-6095E378571D

EXECUTION COPY

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into as of this 1st day of September, 2021 (the "Effective Date"), by and between **SYMMETRY ENERGY SOLUTIONS, LLC**, a Delaware limited liability company ("Symmetry"), **KANSAS JOINT UTILITY MANAGEMENT PROGRAM** ("KJUMP"), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the "Participating Schools." Symmetry and KJUMP are collectively referred to as "The Parties."

RECITALS

A. The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 ("Transaction Confirmations") (collectively, the "Contract"). The Contract is attached hereto as Exhibit C.

B. Symmetry billed the Participating Schools in the amount of $8,400,066.73 for Natural Gas Sales ("NGS") and "related charges," and sent invoices to individual Participating Schools (the "February 2021 Invoices"). The NGS portion of the February 2021 Invoices is $7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the "related charges."

C. The Participating Schools have paid Symmetry $3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of $4,873,758.68 (the "Balance"), which KJUMP and the Participating Schools dispute they owe under the Contract.

D. Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry's sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021.

E. The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

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1. **Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to $3,581,181.99, and (b) accordingly accept payment of $1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of $690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment ($1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	$8,400,066.73
NGS Discount	– $3,581,181.99
Balance after NGS Discount	$4,818,884.74

Amount received (as of August 12, 2021)	– **$3,526,308.05**
Balance Due	**$1,292,576.69**
Settlement Payment	**$1,983,194.25**
Settlement Credit (Unadjusted)	**-$690,617.56**

2. **Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasors") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

DocuSign Envelope ID: D1E23D62-40E8-499B-8266-6095E378571D

Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

3. Notice of Class Action Litigation. Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and theParticipating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schoolsacknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

4. Waiver of Class Action Participation. KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such

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lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

5. Confidentiality. The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

6. Indemnification. KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

7. Utility Fees. KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

8. KJUMP's Right to Independent Advice. KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP andthe Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

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9. Taxes. KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. Governing Law and Dispute Resolution. This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. No Admission of Liability or Wrongdoing. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. Warranties of the Parties. Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. Binding Effect. All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. Amendment. This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

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16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

DocuSigned by:

By: Brian Harrison

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Date: 8/16/2021

Printed Name: Brian Harrison

Title: VP, Sales & Origination

6.1 KJUMP Settlement

See Additional Supporting Documentation in PDF

End of Section

USD 261
HAYSVILLE SCHOOLS

TO: Haysville Board of Education

FR: Dr. Clint Schutte, Associate Superintendent for Business & Finance

DA: September 20, 2021

RE: Thought Exchange Renewal

The district uses a software program called Thought Exchange to collect feedback and encourage participation from students, staff, and patrons. This software license is up for renewal, and the new option amount exceeds the Board policy limit of $20,000. Therefore, we ask for a resolution to renew the Thought Exchange software program under option two on the enclosed quote for $24,000.

cls

Attach:

Renewal Price Quote

All Amounts are in USD

thoughtexchange

Fulcrum Management Solutions Inc.
Suite 404
9116 E Sprague Ave.
Spokane Valley, WA 99206

Customer	Haysville School District	**TE Salesperson**
To	Clint Schutte	Yasmine Mehtadi
Date	2021-11-30	
Accept agreement by	2021-08-31	yasmine.mehtadi@thoughtexchange.com

QUOTE SUMMARY

	OPTION 1	OPTION 2
Product	Medium Room and Additional Room	Medium Room
# of Rooms	2	1
# of Leaders	10 and 5	10
Base Price Medium Room (10)	$36,000	$36,000
Discount for Medium Room	-$12,000	-$12,000
Base Price Additional Room (5)	$12,000	
Discount for Additional Room	-$6,000	
Total per Year	**$30,000**	**$24,000**

FEATURES INCLUDED (in all Options above)

* Unlimited exchanges
* Full access analytics
* AI generated themes
* Machine Moderation
* Participant Grouping
* Unlimited participants
* Presenter mode
* Administrative Controls
* Survey Questions
* Full access reports
* Multilingual exchanges
* Beta access to new features
* Custom Logo

SERVICES INCLUDED (in all Options above)

* Phone, chat and email support
* Access to TE events
* Access to Exchange Gallery
* Access to Customer Success

Customer Signature

Name | Option Selected | Date

Renewal Price Quote

thoughtexchange

Fulcrum Management Solutions Inc.
Suite 404
9116 E Sprague Ave.
Spokane Valley, WA 99206

Agreement

Upon verbal, email, or written acceptance of this quote we will prepare an agreement that will outline the Services you are purchasing and the price to be paid.

Thoughtexchange Services are provided on an annual subscription basis. Your subscription to our Services is automatically renewed annually for a year term at the Annual Price, subject to a 5% annual increase, unless you provide us with notice of cancellation within 60 days of the annual anniversary of your agreement.

We will provide you with minimum 120 days' notice of any price increases.

Terms

Thoughtexchange is a hosted Software-as-a-Service (SaaS) platform. Thoughtexchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an "Exchange Leader" designated by you, our customer. A "Participant" is any other person who participates in the Exchange.

Exchange Leaders and Participants can access Thoughtexchange via most popular web browsers on standard desktop and mobile platforms (see https://get.thoughtexchange.help for a list of supported platforms). A Thoughtexchange iOS app is also available from the Apple App Store.

Privacy and Security

Thoughtexchange's SaaS platform is SOC II compliant.

Base Features and Services

- ~~Exchange Leader subscriptions~~: Each holder of an Exchange Leader account can create their own Exchanges and have access to special Thoughtexchange features.
- Unlimited Exchanges: An Exchange Leader can create an unlimited number of Exchanges.
- Unlimited Participants per Exchange: Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants are best served with Thoughtexchange assistance.
- Analytics and Data Visualization: You have access to analytics and data visualization that is automatically generated by the software.
- Multilingual: The Thoughtexchange user interface runs natively in either English, French or Spanish. Exchanges can be created where Participants can participate in the same Exchange in any language that Google Translate supports.
- Hosting: We provide all hosting of all runtime software, data, and data backups.
- Software Upgrades: We provide periodic software upgrades with new functionality for Participants and Exchange Leaders. We provide release notes to customers and Exchange Leaders informing them of what has changed with each release.
- 24x7 System Availability: The online services are available 24 hours a day, 7 days a week except in the case of planned system maintenance outages or unplanned outages. In either case, we will make reasonable attempts to minimize the number and duration of these outages.
- Email and phone support
- Online access to help and resources

Additional Features

~~At any time you can~~ request more Thoughtexchange Features by speaking with your Account Manager. We can provide you with a quote for the new Features and can create an agreement document to add these Features at the agreed price.

Example additional features are:
Single sign-on (SSO)
Participant grouping
Additional Leaders

7.0 FIRST READINGS

No supporting documentation.

End of Section

8.0 DISCUSSION/REPORT ITEMS

No supporting documentation.

End of Section

8.1 Future Agenda Items
No supporting documentation.

End of Section

Haysville Board of Education Calendar

July
Organizational Meeting
Budget Workshop - Scheduling
August
Budget Workshop
Budget Hearing
Approve Budget
September
Site Council Mmbrshp. Apprvl (C. A.)
October
Audit Report
Enrollment Numbers
American Education Week (Dates)
November
KASB Delegates/Voting
Curriculum Proposals
Star Polisher Awards
Send Invitation to Legislators for Jan. Meeting
School Based Health Clinic Evaluation
December
Schedule Superintendent Evaluation
Yearly Activities:
Joint BOE/City Meeting (a 5th Monday)
Crisis / Safety Report
Emergency Safety Intervntns.– Prsnnl. (Reports)
Joint BOE/Stu-Co Meeting
KASB State Convention
KASB Spring & Fall Regional Mtgs.
On Going:
Policy Review (monthly)
Advertising Revenue (periodic)

January
Supt. Evaluation/Contract (Ex. Sssn.)
Handbooks
Elect Board Negotiations Team
School Bd. Appreciation Mo. (Certificates)
Legislative Meeting
Election of BOE Officers
February
Report of Admin. Evaluations (Ex. Sssn.)
Extension of Admin. Contracts (Ex. Sssn.)
Handbooks
Capital Outlay (1st Reading)
HAC Agreement re: Baseball Fields (C.A.)
March
School Calendar Proposals
Handbooks
Temp. Summer Help
April
Handbooks
Star Polisher Awards
Proclamation for Teacher Appreciation
May
Handbooks
Graduations/Promotions (Dates)
Review ASA Contract – Advrtng. (Reports)
June
Handbooks
Set Budget Meeting Date and Time
Approve Updated Wellness Policy
Microsoft Licenses
Crisis / Safety Report
Annual Paper Bid
School Dude Inspection Report… Review Means and Methods for Asset Works

9.0 EXECUTIVE SESSION

No supporting documentation.

End of Section

10.0 ADJOURNMENT

No supporting documentation.

End of Section