REGULAR MEETING USD # 261 - ADMINISTRATION BUILDING BOARD ROOM
1745 W. GRAND AVE., HAYSVILLE, KANSAS – October 16, 2017 – 7:00 P.M.

1.0 MEETING OPENING (No Documentation)
- 1.1 Call to Order (No Documentation)
- 1.2 Flag Salute (No Documentation)
- 1.3 President's Announcements (No Documentation)
  - NEA's American Education Week – Nov. 13 -17, 2017
- 1.4 Superintendent's Announcements (No Documentation)
  - Ruth Clark Elementary School Blue Ribbon Celebration
- 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 Minutes
- 3.2 Routine Personnel
- 3.3 Gifts and Grants

4.0 TREASURER'S REPORT / BILLS – PDF

5.0 REPORTS – Focus on Learning
- Audit Report – Schutte
- Review Class Size Guideline Policy (Included)
- Review Movie Rating Policy (Included)
- Bond Project Update – PDF – Schutte
- Recycling Report – Schutte
- Enrollment Report - Schutte

6.0 ACTION ITEMS
- 6.1 2017-2018 Rehired-Retired Teacher Work Agreement
- 6.2 Bond Project Change Order (Place Holder for Items Needing Action Taken) PDF

7.0 FIRST READINGS
- 7.1 WATC/WSU Contract

8.0 DISCUSSION/REPORT ITEMS
- 8.1 Schools for Fair Funding Report
- 8.2 Future Agenda Items
- 8.3 Board Calendar

9.0 EXECUTIVE SESSION – Re-Open Negotiations

10.0 ADJOURNMENT (No Documentation)

REGULAR BOE MEETING
1.0 MEETING OPENING

No supporting documentation.

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

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

No supporting documentation.

End of Section

2.2 Remarks / Comments from District Visitors

No supporting documentation.

End of Section

3.0 CONSENT AGENDA

End of Section

BOARD OF EDUCATION MEETING U.S.D. # 261
ADMINISTRATION BUILDING, 1745 W. GRAND AVE.
HAYSVILLE, KANSAS
September 18, 2017 - 7:00 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 the Administration Building, 1745 W. Grand Ave., Haysville, Kansas, at 7:00 p.m., by Board President Pat Lemmons. Seven Board members were present.

MEMBERS PRESENT
Pat Lemmons, President
Susan Walston
Tom Gibson
Greg Fenster
Forrest Hummel
Glenn Crum, Vice President
Paige Crum

OTHERS PRESENT
Dr. John Burke, Superintendent
Dr. Clint Schutte, Asst. Supt. of Business and Finance
Debbie Coleman, Clerk of the Board
Teresa Tosh, Asst. Supt. of Learning Services
Dr. Mike Clagg, Asst. Supt of Personnel
Dr. Mike Maurer, Haysville Middle School Principal
Myron Regier, Campus High School Principal
Dr. David Engelking, Prairie Elementary Principal
Liz Hames, Director of Community Relations
David Herbert, Director of Information Services
B.J. Knudson, Executive Director of Maintenance
Jeff Sherrard, Alloy Architecture Firm
Hanna Schutte, Campus Student Council Representative
Others

1.0 MEETING OPENING

1.1 Call to Order
Pat Lemmons called the meeting to order at 7: 00 p.m. with seven members present.

1.2 Flag Salute

1.3 President's Announcements
None

1.4 Superintendent's Announcements

- Haysville High School / Tri-City Day School Open House will be held on Tuesday, September 26, 2017 from 4:30 p.m. to 6:30 p.m. Ribbon cutting will be at 6:00 p.m.
- Ruth Clark Elementary School is still waiting to hear about their Blue Ribbon Award status.
- KASB Regional Meeting for regions 6 & 14 will be held in Haysville at The Learning Center on September 27, 2017.

1.5 Campus High School Student Council
Campus High School Student Council Representative, Hannah Schutte, presented information to the Board regarding the Publicity, Appreciation, Community Service, Trunk or Treat and Bonfire committees. Homecoming Week will be next week, September 25th – 29th with special events planned for each day. The Homecoming Parade will be at 2:00 p.m. on Friday, September 29th.

1.6 New and Good
Paige Crum:

- Ms. Crum toured Haysville High School/Tri-City Day School. It is fantastic.
- The Campus High School Soccer Team has 5 wins.
- Screamin Stampede did a great job.

Teresa Tosh:

- Administrators from Colorado toured USD 261 schools. They were blown away with what they saw going on in our District.

Susan Walston:

- Ms. Walston attended the NSBA Western Region Meeting consisting of 9 state associations and hosted by Kansas Association of School Boards. It was very interesting.

1.7 Approve / Amend Agenda

MOTION to approve the Agenda as presented.
(Hummel/P. Crum) Motion carried 7-0.

2.0 DISTRICT PATRON/PERSONNEL TIME

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

None

2.2 Remarks/Comments from District Visitors – 2 minutes

None

3.0 CONSENT AGENDA

3.1 Previous Minutes

3.2 Routine Personnel - Additional Personnel items may have been placed at each Board member's place.

3.3 Gifts and Grants

- Heather Wright, Freeman Elementary School Pre-K teacher, was awarded $270.74 from DonorsChoose.org.
- Linda Long, Support/Homeless Services Coordinator received the following donations for the 2017-2018 school year:
  - 8/10/17- West Haysville Baptist Church Live Wire Youth- 75 pairs of new shoes
  - 8/23/17- Haysville Senior Center- School Supplies, Gift Cards
  - 8/24/17- Rosemary Moser $50.00
  - 8/23/17- Carilyn Scareborough- $110.00 donation to support SPARK program
  - 8/28/17- Ron Hutson- $150.00
  - 8/24/17- LaRue Gorychka- $50.00
  - 8/29/17- Connie Miller- TI-30 calculators and zipper binders
  - 8/29/17- First Christian Church $751.52

3.4 VI-B Federal Flow Through Application

Angie Estell presented information to the Board regarding the VI-B Federal Flow through funds.

3.5 Site Council Membership Approval

Site Council Memberships for each school were presented to the Board for approval.

3.6 Pando Initiative 2017-2018

Dr. Clint Schutte presented the invoice for the Pando Initiative for the current school year.

3.7 Schools for Fair Funding Member Dues and Litigation Support

Dr. Clint Schutte presented the FY18 Assessment to the Board.

MOTION to approve the Consent Agenda as presented.
(Walston/G. Crum) Motion carried 6-1. Greg Fenster voted no.

4.0 TREASURER'S REPORT / BILLS - PDF

Dr. Schutte presented information to the Board regarding the Treasurer's Report/Bills.
MOTION to approve Treasurer's Report/Bills as presented.
(Walston/Hummel) Motion carried 6-1. Greg Fenster voted no.

5.0 REPORTS – Focus on Learning

Bond Project Update

Dr. Schutte and Bob Faires of Howard and Helmer Architect Firm, presented an update on the District's Bond construction project timeline, Campus High School, Haysville High School/Tri-City Day School, Haysville Middle School, Ruth Clark Elementary School, Rex Elementary School, Nelson Elementary School, Freeman Elementary School, Oatville Elementary School, Prairie Elementary School, HWMS and the Natatorium.

School Dude Inspection / Means and Methods for Asset Works

Dr. Schutte presented information to the Board regarding the School Dude Inspection / Means and Methods for Asset Works.

Summer Feeding Program

Dr. Clint Schutte presented information to the Board regarding the Summer Feeding Program. Total breakfast meals served were 4,851 and total lunch meals served were 10,266. The daily average participating in the meal program were 211 for breakfast and 447 for lunch.

6.0 ACTION ITEMS

6.1 Policy Approval

EE-Food Service Management

The Board changed the designation of kitchen manager in the Sanitation Inspections section to building principal or designee.
MOTION to approve changing the designation of kitchen manager in the Sanitation Inspections section to building principal or designee as presented.
(Walston/Hummel) Motion carried 5-2. Tom Gibson and Pat Lemmons voted no.

6.2 Bond Project Change Orders (Place Holder)

No Change Orders

7.0 FIRST READINGS

7.1 2017-2018 Rehired-Retired Teacher Work Agreement

Dr. Clagg presented information to the Board regarding the 2017-2018 Rehired-Retired Teacher Work Agreement. Date changes only.
This was a first reading with no action required from the Board.

8.0 DISCUSSION/REPORT ITEMS

8.1 Schools for Fair Funding Report

No changes.

8.2 Future Agenda Items

- Policy Review and Approval
- Focus on Learning Report
- All First Readings moved to Action Items
- Building Reports
- Class Numbers
- Reports on student follow up after graduation
- Board Policy IF
- Re-Open Negotiations
- Class Room Limits

8.3 Board Calendar
No Changes

9.0 EXECUTIVE SESSION – No Executive Session Needed

10.0 ADJOURNMENT
Meeting adjourned at 8:12 p.m.

_____
Pat Lemmons, Board of Education President

_____
Debra M. Coleman, Board of Education Clerk

3.2 Routine Personnel

No supporting documentation.

End of Section

To: USD #261 BOE

From: Linda Long, Support/Homeless Services Coordinator

Re: Homeless Program Donation

Date 9/26/17

Please accept the donation of $150.00 for Mr. Ron Hutson of Haysville KS for the Homeless/Support Services Department. This is a monthly donation Mr. Hutson has decided to provide for us.

Thank you,

Linda Long, Support/Homeless Services Coordinator

Haysville USD #261

316-554-2251 ext 1409

4.0 TREASURER'S REPORT / BILLS - PDF

No supporting documentation.

End of Section

HAYSVILLE USD #261

RESOLUTION#: 4

DATED: 10/16/2017

AUTHORIZATION FOR PAYMENT OF CLAIMS AS FOLLOWS:

PAYROLL

DATE 9/12/2017	DIRECT DEPOSIT 12849-13863	Ck#	787-795	1,783,714.67
	WITHHOLDING		64114-64143	1,488,964.50
	WITHHOLDING		64144-64145	172,228.32
			64442-64445	177.56

ACCOUNTS PAYABLE

DATE 9/19/2017	Manual Cks	64446-64455	52,812.11
9/29/2017	Manual Cks	64473	53,243.30
10/2/2017	Manual Cks	64474	948.00
10/6/2017	Manual Cks	64508	18,500.00
10/6/2017	Manual Cks	64509-64520	90,787.49
10/9/2017	Manual Cks	64521-64523	3,478.36
10/16/2017	CKS	64526-64789	2,076,340.17
	Void Cks		(3,704.96)

TOTAL REGISTER: 5,737,489.52

SUBMITTED BY: _____
TREASURER

APPROVED BY: _____
BOARD PRESIDENT

ATTESTED BY: _____
BOARD CLERK

FUND	DESCRIPTION	BEGINNING	REVENUE	EXPENDITURE	ENDING	ENCUMBRANCES	UNENCUMBERED	OUTSTANDING LIABILITIES
06	GENERAL FUND	1,400,897.65	2,062,416.00	-2,711,372.09	751,941.56	-188,960.42	562,981.14	0.00
07	FEDERAL FUNDS	-48,214.75	1,550.00	-139,751.73	-186,416.48	172,067.90	-14,348.58	0.00
08	SUPPLEMENTAL GENERAL	448,377.29	209,097.65	-337,520.36	319,954.58	-48,201.43	271,753.15	0.00
11	AT-RISK (4 YEAR OLD)	214,716.69	0.00	-30,422.78	184,293.91	-1,572.51	182,721.40	0.00
13	AT-RISK (K-12)	548,501.37	720.00	-237,649.03	311,572.34	-4,425.97	307,146.37	0.00
14	BILINGUAL	203,886.07	0.00	-12,958.96	190,927.11	0.00	190,927.11	0.00
16	CAPITAL OUTLAY	934,101.05	83,961.67	-72,005.31	946,057.41	143,844.78	1,089,902.19	0.00
18	DRIVER TRAINING	293,179.73	0.00	-1,640.00	291,539.73	0.00	291,539.73	0.00
24	FOOD SERVICE	3,140,137.85	260,834.79	-325,595.77	3,075,376.87	-89,443.79	2,985,933.08	0.00
26	PROFESSIONAL DEVELOPMENT	119,504.99	0.00	-10,732.03	108,772.96	-9,406.32	99,366.64	0.00
28	PARENTS AS TEACHERS PROGRAM	54,443.68	63,500.00	-22,199.86	95,743.82	-769.23	94,974.59	0.00
30	SPECIAL EDUCATION	2,823,378.72	1,506.79	-742,564.13	2,082,321.38	-2,740.75	2,079,580.63	0.00
31	CONSTRUCTION	-2,053,322.13	4,000,000.00	-2,210,171.21	-263,493.34	-141,070.83	-404,564.17	0.00
34	VOCATIONAL EDUCATION	135,743.95	0.00	-75,412.64	60,331.31	4,084.24	64,415.55	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	1,084,237.21	8,928.73	-59,596.95	1,033,568.99	-44,416.77	989,152.22	0.00
62	BOND & INTEREST #1	5,540,494.00	205,441.48	0.00	5,745,935.48	0.00	5,745,935.48	0.00
70	ECC STATE GRANT	-7,124.12	0.00	-4,368.84	-11,492.96	2,479.39	-9,013.57	0.00
95	PAYROLL CLEARING	26,133.31	44,410.99	-17,229.66	53,314.64	0.00	53,314.64	0.00

FUND	DESCRIPTION	BEGINNING	REVENUE	EXPENDITURE	ENDING	ENCUMBRANCES	UNENCUMBERED	OUTSTANDING LIABILITIES
TOTAL		15,914,775.11	6,942,368.10	-7,011,191.35	15,845,951.86	-208,531.71	15,637,420.15	0.00

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

-9,500.00 Petty Cash
15,836,451.86 Bank Balance
15,836,451.86 General Ledger
-0-

Bank Statement Closing Date: 09/30/2017
Bank Cash Account: PAY (Checking)
Cash Account #: ** A 9010 000 0000 000
Reconciled: YES **Reconciliation Date:** 10/04/2017 **Reconciled By:** Nadine Foreman
Transitional Reconciliation: NO **Initial Reconciliation:** NO

Bank Statement Balance

Ending Balance Shown on this Bank Statement:		16,457,006.57	
Items Not Listed on this Statement			
Checks:	-620,554.71		
Cash Receipts Sources:	0.00		
Journal Entries Sources:	0.00		
Subtotal of Skyward Sources not on Statement:		-620,554.71	
Manual Adjustments:		0.00	
Adjusted Bank Statement Balance:			15,836,451.86

Ending Cash Balance as of 09/30/2017

Beginning Cash Balance:		15,905,275.11	
Items from Skyward Sources			
Accounts Payable Sources:	-5,253,471.60		
Cash Receipts Sources:	6,972,528.41		
Journal Entries Sources:	-4,165.39		
Payroll Sources:	-1,783,714.67		
Subtotal of Skyward Sources:		-68,823.25	
Month End Balance:			15,836,451.86

Variance: 0.00

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

HAYSVILLE USD #261

CASH BALANCES

September 30, 2017

NEGATIVE UNENCUMBERED CASH BALANCES:

07 FEDERAL FUNDS..... Awaiting Federal Funds

31 CONSTRUCTION..... Awaiting Construction Draw

70 ECC..... Awaiting State Funds

FD	T	FUNC	OBJ	BLDG	PRG	FD	T	FUNC	OBJ	BLDG	PRG	2017-18 Revised Budget	September 2017-18 Monthly Activity	2017-18 FY Activity	Encumbered Amount	2017-18 Available Funds
06	E	5208	931	0000	000	06	E	5208	931	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5211	911	0000	000	06	E	5211	911	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5213	913	0000	000	06	E	5213	913	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5216	918	0000	000	06	E	5216	918	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5230	930	0000	000	06	E	5230	930	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5234	934	0000	000	06	E	5234	934	0000	000	0.00	0.00	43,354.26	0.00	-43,354.26
06	E	5251	951	0000	000	06	E	5251	951	0000	000	0.00	0.00	0.00	0.00	0.00
06	E	5253	953	0000	000	06	E	5253	953	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5211	000	0000	000	08	E	5211	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5213	000	0000	000	08	E	5213	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5214	000	0000	000	08	E	5214	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5226	000	0000	000	08	E	5226	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5228	000	0000	000	08	E	5228	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5230	000	0000	000	08	E	5230	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5234	000	0000	000	08	E	5234	000	0000	000	0.00	0.00	0.00	0.00	0.00
08	E	5255	000	0000	000	08	E	5255	000	0000	000	0.00	0.00	0.00	0.00	0.00
53	E	5206	930	0000	000	53	E	5206	930	0000	000	0.00	0.00	0.00	0.00	0.00
53	E	5208	931	0000	000	53	E	5208	931	0000	000	0.00	0.00	0.00	0.00	0.00
Grand Expense Totals												0.00	0.00	43,354.26	0.00	-43,354.26

Number of Accounts: 18

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

5.0 REPORTS

No supporting documentation.

End of Section

Instructional Arrangements IE

Each building principal shall organize the instructional program in a manner compatible with these policies.

Class Size

Class size shall be determined by: class enrollment, teacher availability, budget and facility limitations.

Pupil-teacher ratios in the district will be determined by class enrollment, teacher availability, budget limitations and facility utilization and shall not be subject to the meet and confer process.

The board will attempt to keep the class size of the district's classrooms as follows:

Kindergarten - Grade 3	Maximum of 23 students
Grades 4-5	Maximum of 27 students

Scheduling for Instruction

Class schedules shall be developed to meet district instructional goals and learning objectives.

Pre-enrollment

The administration shall develop and coordinate pre-enrollment activities each spring.

BOE Approved: July 7, 2003

BOE Reviewed and Approved: May 16, 2011

Textbooks, Instructional Materials and Media Centers IF

All textbooks, instructional materials and the selection criteria for media center materials used in the district shall be subject to board approval.

Textbooks and instructional materials shall support the district's instructional goals and learning objectives. Media center materials shall support and supplement the curriculum, promote wise use of leisure time, develop literary discrimination and appreciation, and encourage students to become productive citizens.

Textbook selection criteria shall be established by the board.

Challenges to textbooks, instructional materials or media center materials shall be considered in a manner prescribed by board policy.

BOE Approved: July 7, 2003

BOE Reviewed and Approved: December 19, 2011

Cross Reference: IKD and KN

Textbooks, Instructional Materials and Media Centers IF-R

Selection Criteria: Textbooks and Instructional Materials

Textbooks and instructional materials shall provide:

An effective education for all students;

 Factual knowledge, literary appreciation, aesthetic values and ethical standards;

 Practice for students to develop abilities in critical thinking, communication, mathematics and science skills.

 Information which helps students develop an appreciation of American cultural, ethnic and racial diversity and balanced views concerning international, national, state and local issues and problems; and

 sufficient flexibility for meeting the special needs of individuals and groups.

The superintendent shall develop selection procedures, which meet the above criteria, which shall include a review of available material by instructional staff members.

Selection Criteria: Media Center Materials

Materials shall be chosen for accuracy, artistic quality, format and authoritativeness. Materials shall be chosen on various reading levels presenting different points of view, including current issues. Unless otherwise noted all of the following policies were re-adopted July 18, 2016.

Textbooks, Instructional Materials and Media Centers IF-R-2

Books and other media materials shall be evaluated before purchase, either through direct examination or by using reputable, unbiased, professionally prepared selection tools.

The media center(s) shall obtain, process and circulate materials and equipment and provide references and other services to students and faculty. Media specialists shall work toward providing resources so that students have an opportunity to achieve high levels of performance.

Videotapes, DVDs, and/or other Movie Instructional Materials will be selected and assigned to give support directly to instructional learning outcomes, goals, and/or objectives as established by the various district departments and disciplines, the District Curriculum Coordinators, the Division of Curriculum and Instruction, and the Board of Education.

In general, copyright guidelines permit in-classroom performance of a copyrighted videotape when it is used for instructional purposes in a teaching situation, is a lawfully made copy, and does not contain an FBI warning prohibiting its use for any reason other than personal viewing. (Video materials purchased through an educational vendor or videos purchased with a license will not contain the FBI warning.)

No videotapes, DVDs, or other movie instructional material shall be shown for entertainment purposes.

Additional Criteria:

Video materials must be reviewed by the classroom teacher for a fair and objective presentation of sensitive subjects as the maturity level of its viewers. In this connection, the ratings adopted by the Motion Picture Association of America will be applied.

G Family audience

PG Parental guidance

PG-13 Special parental guidance for children 13 and under

R Children under 17 and under admitted only with parents

1. In grades Pre-School through grade 5, no videotapes other than G may be shown.

2. In grades 6 and 7, no videotapes other than G may be shown. PG videos require administrative approval and custodial notification prior to a viewing by students.

3. In grade 8, no videotapes other than G, PG, or PG-13 may be shown. PG videos require custodial notification prior to a viewing by students. PG-13 tapes require both administrative approval and prior written lawful custodial permission. Students not in possession or presenting a lawful custodial permission form shall be afforded the opportunity to complete an alternative assignment that is fair and equitable to the assignment opted.

Unless otherwise noted all of the following policies were re-adopted July 18, 2016.

Textbooks, Instructional Materials and Media Centers IF-R-3

4. In grades 9 through 12, no videotapes other than G, PG, or PG-13 may be shown. PG videos require custodial notification prior to viewing by students. PG-13 tapes require administrative approval and custodial notification.

5. R rated films or videos or any portion of such will not be shown or utilized in classroom presentations in USD 261.

Collection Development

The media collection shall be developed systematically, be well balanced in coverage of subjects, include various types of materials and a variety of content in various formats.

The collection shall reflect, enrich and complement the broad interests represented in the curriculum. The collection should be large enough to allow materials to be placed in classrooms for extended periods of time.

Challenges of Materials (See IKD, KN)

Any person having a complaint about textbooks, media center or other instructional materials shall meet with the principal. If the matter cannot be resolved the principal shall notify the superintendent and ask the complainant to use a request for review form, which is available through building principals or at the district office. After receiving the completed form, the superintendent shall meet with the complainant to discuss the complaint.

If the complaint is not resolved at the meeting with the superintendent, the complainant may request that the board consider the complaint. If the board chooses to consider the complaint, it shall forward all appropriate written materials to a review committee.

Review Committee

When a review committee is established by the board to handle complaints concerning textbooks, media center or instructional materials, the review committee shall be composed of: the building principal, media specialist, two subject area specialists and two community members

The committee's charge shall be:

- To review the material and prepare a written report containing conclusions and recommendations within 30 days;

- To direct a written report to the board; and

- To send the complainant a copy of the report.

- Examine and evaluate the material as a whole; consider the district's policy, procedure and philosophy for selection of textbook, instructional materials and media center materials; and

- Weigh strengths and weaknesses and form opinions based upon the selection criteria.

Unless otherwise noted all of the following policies were re-adopted July 18, 2016.

Textbooks, Instructional Materials and Media Centers IF-R-4

The Review Committee Shall:

If the complainant is dissatisfied with the committee's recommendation, an appeal of the decision may be made to the board for a hearing and final decision. If an appeal is requested by the complainant, the superintendent shall request that the board schedule an appeal and shall prepare in advance of the appeal all appropriate documentation for the board's study.

Removing Challenged Materials

Challenged materials shall not be removed from use during the review period.

BOE Approved: July 7, 2003

BOE Reviewed and Approved: December 19, 2011

Cross Reference: IKD and KN

6.0 ACTION ITEMS

No supporting documentation.

End of Section

TO: Board of Education

FROM: Dr. Michael Clagg
Assistant Superintendent for Personnel

DATE: September 18, 2017

RE: 2017-2018 Rehired-Retired Teacher Work Agreement

Please let this statement serve as a recommendation to the Board of Education to approve the 2017-2018 Rehired-Retired Teacher Work Agreement with changes to dates.

CA

6.2 Bond Project Change Order

See Supporting Documentation in PDF

End of Section

7.0 FIRST READINGS

No supporting documentation.

End of Section

LEASE OF REAL PROPERTY

The parties to this lease agreement are U.S.D. 261 Haysville, Sedgwick County, (hereinafter Landlord) and Wichita State University (hereinafter Tenant). The Tenant for the consideration set forth, does hereby lease from Landlord certain property subject to the terms and conditions as follows:

1. DESCRIPTION OF PROPERTY

Property being legally described as follows:

A. Former Haysville High School
106 Stewart
Haysville, Kansas 67060
Described as Unit 106 and 8.62% undivided interest in common areas and facilities of Grand Lane condominium situated on lot 1 Grand Lane addition, a 23,300 square foot facility with multiple classrooms and offices including a parking lot.

B. Property includes unless specifically excluded herein, all buildings and infrastructures of property including plumbing, heating and air conditioning, fixtures and equipment, sidewalks, parking lot, landscaping, and fencing, etc. and anything therein, which allows the property to function as a facility to be used and occupied for operating classes, student lounge, administrative offices, and other related educational activities.

2. TERM OF LEASE

The term of this lease shall start on the 1st day of January 2018, and shall end on the 31st day of December 2021.

3. OCCUPANCY

Tenant may take possession of and occupy the Property starting on the 1st day of January 2018.

4. LEASE PAYMENTS

Tenant agrees to pay the Landlord in monthly installments starting January 1, 2018, the sum of Ten Thousand Dollars ($10,000.00) annually, for 3 years, for a total of Thirty Thousand Dollars ($30,000.00). The lease payments due hereunder, as aforesaid, shall be due and payable on the 1st day of each January annually through the term of this Lease Agreement, and any extensions or renewals thereof.

5. REMEDIES FOR DEFAULT

Tenant shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of default has been given by the Landlord to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default if Tenant commences to cure the default with in the ten (10) day period and diligently and in good faith continues to cure the default. In the event of default by Tenant, then Landlord may terminate this Lease and upon such termination this Lease shall cease and end.

Tenant shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, or encumbrance or claim in with respect to the Property, title thereto or any interest therein.

6. DUTIES OF THE LANDLORD

The Landlord agrees as follows:

A. To permit and allow the Tenant to peaceably, quietly and exclusively have, hold and enjoy the subject property/premises for the term stated, and any extensions or renewals thereof.

B. To vacate any other tenants of the property at the start of the Tenant's Lease Agreement mentioned above.

C. To pay for utility services (natural gas, electric, water/sewer) during the stated term.

D. To insure the property and any technical school content located on the real property.

7. DUTIES OF THE TENANT

The Tenant agrees as follows:

A. To keep and maintain the premises in good and tenantable repair throughout the term stated, and any extensions or renewals thereof.

B. To provide maintenance per regular college procedures throughout the term stated.

C. To insure any of the technical school content located on the real property, and Tenant agrees to save and hold the Landlord harmless from any loss to Tenant's personal property covered by such insurance.

D. Tenant shall maintain insurance as described below:

i. Workers' compensation insurance as required by Kansas law for Tenant's employees during the term of the least.

ii. Commercial or Comprehensive Property and General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000.00 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability. Tenant shall provide Landlord with property executed certificates of insurance clearly evidencing all coverage, limits, and endorsements required above.

iii. Fire Insurance. Each party shall carry adequate fire and hazard insurance on their respective property and equipment.

iv. In the event, Tenant fails, for any reason, to comply with the above requirements, Tenant shall indemnify, save harmless and, at Tenant's sole expense, defend Landlord and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

E. To indemnify and save and hold the Landlord harmless from any cost, expense or liability for damages to persons or property occurring in, upon or about the subject premises and which shall be occasioned by the possession and use of the subject premises by Tenant, or while Tenant is in possession of the subject premises under the terms of the negligence of the Tenant or by the Tenant's ordinary use and occupation of the subject premises. The Tenant agrees to carry and maintain in full force and effect throughout the term of this Lease Agreement, or any extensions or renewals thereof, liability insurance, subject to the Landlord's approval, with coverage of not less than $300,000/$1,000,000/$3,000,000, and with such policy of insurance naming the Landlord as additional insured thereon.

F. Tenant agrees not to make any physical alterations to the leased premises without the written consent of the Landlord.

8. DESTRUCTION OF OR DAMAGE TO THE PREMISES

A. In the event the improvements upon the subject real property are rendered untenantable by fire or other casualty, the Tenant may, at its sole option, terminate this Lease Agreement, or any extension or renewal thereof, without further lease obligation whatsoever following such termination, and/or exercise the purchase option of this agreement.

B. In the event the improvements upon the subject real property are rendered untenantable by fire or other casualty, the Landlord may, at its sole option, terminate this Lease Agreement, or any extension or renewal thereof, without further rent obligation whatsoever following such termination.

9. ASSIGNMENT

This lease or any interest of Tenant therein, shall not be assignable nor shall the leased premises be sublet by Tenant. Any attempt to so assign shall be null and void.

10. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of the Lease.

11. BINDING EFFECT

This Lease Agreement shall insure to the benefit of and be binding upon each of the parties hereto, their respective heirs, administrators, successors and assigns, and supersedes all previous agreements between the parties.

12. LEGISLATIVE CHANGE

This Lease Agreement, and any extensions thereto or renewal hereof, or assignment of rights hereunder, is subject to change or termination by the Kansas Legislature.

IN WITNESS WHEREOF, this Lease of Real Property has been executed by the parties hereto on this _____ day of January 2018.

U.S.D. 261 HAYSVILLE SCHOOLS

By:_____
Board President
LANDLORD

Wichita State University

By:_____
Wichita State University
TENANT

State of Kansas
Department of Administration DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the_____day of_____, 2018.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor 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 the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (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 contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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

9. **Responsibility For Taxes**: The State of Kansas and its agencies 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 contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract 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.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

8.0 DISCUSSION/REPORT ITEMS

No supporting documentation.

End of Section

8.1 Schools for Fair Funding Report

End of Section

8.2 Future Agenda Items

End of Section

Haysville Board of Education Calendar

July

- Organizational Meeting
- Budget Workshop - Scheduling

August

- Budget Hearing
- Approve Budget
- Budget Workshop

September

- Site Council Mmbrshp. Apprvl – Consent Agnd.
- School Dude Inspection Report
  Review / Means and Methods for Asset Works

October

- Audit Report
- Enrollment Numbers
- National Education Week (Dates)

November

- KASB Delegates/Voting
- Curriculum Proposals
- Star Polisher Awards

December

- Schedule Superintendent Evaluation

Yearly Activities:

- Joint BOE/City Meeting (a 5th Monday)
- Crisis / Safety Report
- Emergency Safety Interventions Reports - Personnel
- Joint BOE/Stu-Co Meeting
- KASB State Convention
- KASB Spring & Fall Regional Mtgs.

January

- Superintendent Evaluation/Contract
- Handbooks
- Elect Board Negotiations Team
- School Bd. Appreciation Mo.

February

- Report of Admin. Evaluations
- Extension of Admin. Contracts
- Handbooks
- Capital Outlay

March

- School Calendar Proposals
- Handbooks

April

- Handbooks
- Star Polisher Awards
- Proclamation for Teacher Appreciation

May

- Handbooks
- Graduations/Promotions
- Retiree Reception
- Review ASA Contract - Reports

June

- Handbooks
- Set Budget Meeting Date and Time
- Approve Updated Wellness Policy

On Going:

- Policy Review (monthly)
- Advertising Revenue (periodic)

9.0 EXECUTIVE SESSION

No supporting documentation.

End of Section

10.0 ADJOURNMENT

No supporting documentation.

End of Section