



NORTHERN VALLEY SCHOOLS USD 212

DISTRICT OFFICE
512 WEST BRYANT PO BOX 217
ALMENA KS 67622



ALMENA

PHONE (785) 669-2445

LONG ISLAND

A Board Meeting in Long Island of the Board of Trustees of Northern Valley Schools was held Monday, June 14, 2021, beginning at 6:30 PM in the Long Island Middle School, 627 Washington, Long Island, KS 67647.

Shanna Hammond:	Present
Christopher Rogers:	Present
Laquita Smith:	Present
Hilary Van Patten:	Absent
Rich Wenzl:	Present
Steven Whitney:	Absent
Steven Whitney:	Present

I. Call to Order

Vice President Hammond called the meeting to order at 6:30 PM. Michelle Tharman was contacted by Vice President Hammond and appointed to temporary board clerk for this evening's meeting since the back-up board clerk was unavailable. Guests included Glenn Brands, Lloyd Culbertson, and Art Lee. Jim Johnson (Attorney for First National Bank) was on via Zoom.

II. Adoption of Agenda

I recommend to approve the agenda as presented. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna Hammond:	Yea
Christopher Rogers:	Yea
Laquita Smith:	Yea
Hilary Van Patten:	Absent
Rich Wenzl:	Yea
Steven Whitney:	Absent

Yea: 4, Nay: 0, Absent: 2

III. Approval of Minutes

9

Made a motion to approve the minutes as presented. This motion, made by Rich Wenzl and seconded by Laquita Smith, Carried.

Shanna Hammond:	Yea
Christopher Rogers:	Yea
Laquita Smith:	Yea
Hilary Van Patten:	Absent
Rich Wenzl:	Yea
Steven Whitney:	Absent

Yea: 4, Nay: 0, Absent: 2

IV. Approval of Bills

16

Made a motion to approve the bills. This motion, made by Rich Wenzl and seconded by Christopher Rogers, Carried.



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Shanna Hammond:	Yea
Christopher Rogers:	Yea
Laquita Smith:	Yea
Hilary Van Patten:	Absent
Rich Wenzl:	Yea
Steven Whitney:	Absent

Yea: 4, Nay: 0, Absent: 2

V. Hearing of Visitors

A. Glenn Brands

Glenn Brands went over the EMC Insurance quote he had prepared. There was about a ten percent (10%) increase in overall pricing this year. Mr. Brands asked if the board was planning to discuss the signage on the scoreboard and mats. It is the last item on the agenda.

B. Lloyd Culbertson

Jim Johnson visited with the board about the lease purchase agreement First National Bank and Trust was doing with Northern Valley Schools for the window replacement project. The documents concerning the lease purchase agreement were in the board packet. Mr. Johnson answered the questions from Mr. Tharman.

C. Art Lee

Mr. Lee shared that he had updated the amortization schedule with the new bid total. Once the discussion was over (6:53 PM), Mr. Culbertson and Mr. Lee thanked the board for the opportunity to work with them and then left the meeting. Mr. Johnson logged off as well.

VI. Old Business

A. Lease Purchase Agreement

76

These were the documents the board reviewed during Mr. Johnson, Mr. Culbertson, and Mr. Lee's visit.

B. Building Repairs

Mr. Tharman updated the board on the progress of the grants associated with the window replacement project. The Greater Northwest Kansas Community Grant Foundation (Norton County) had contacted Mr. Tharman informing him of the \$20,000 grant they had approved. There are five other grant opportunities that we are still waiting to hear back from.

C. Utility Bills

Update on KJUMP group as well as utility bills. Symmetry has announced discontinuation of services to those districts the KASB attorneys had been negotiating for. KASB is currently seeking bids for those districts from other vendors. The bill from Symmetry is being paid incrementally and should be done by September. Prairie Land and Midwest bills have been increased only slightly ... and the additional amounts for the February bill, were highlighted.

D. Negotiations

151

Negotiations teams met on May 12th and reached an agreement. The teachers have approved the negotiated items as well: 1. Movement down and across pay scale as allowed per PDC transcript. 2) Teachers will have the option to continue to receive pay for the time they cover a class during their plan period, or have the option to receive an hour of PTO time added to their cumulative PTO total. I recommend the board approve the negotiated items for the 2021 - 22 school year. This motion, made by Rich Wenzl and seconded by Christopher Rogers, Carried.

Shanna Hammond:	Yea
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Christopher Rogers: Yea
 Laquita Smith: Yea
 Hilary Van Patten: Absent
 Rich Wenzl: Yea
 Steven Whitney: Absent
 Yea: 4, Nay: 0, Absent: 2

VII. Personnel

A. Resignations

153

I recommend the board approve the resignation of HS Assistant Track coach from Mrs. Grote. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea
 Laquita Smith: Yea
 Hilary Van Patten: Absent
 Rich Wenzl: Yea
 Steven Whitney: Absent
 Yea: 4, Nay: 0, Absent: 2

B. Supplementals

154

I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Tharman and returning to open session at 7:10 pm in this board room. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea
 Laquita Smith: Yea
 Hilary Van Patten: Absent
 Rich Wenzl: Yea
 Steven Whitney: Absent
 Yea: 4, Nay: 0, Absent: 2

At 7:10 PM the meeting returned to open session. Glenn Brands left the meeting. Mr. Whitney joined the meeting at this time also. I recommend the board approve Jessie Thalheim (JH Head VB coach, Co-



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sponsor for the concessions and senior class sponsor), Hannah Mongeau for the National Honor Society, and Mitch Pugh (Head HS Girls BB coach, Scholars Bowl coach, and Golf coach). This motion, made by Steven Whitney and seconded by Christopher Rogers, Carried.

Shanna
Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Absent

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

C. Approve PDC Transcripts

These are the Professional Development points each teacher has accrued for license renewal. I recommend the board approve the teachers PDC transcripts as presented. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna
Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Absent

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

VIII. New Business

A. Property Insurance

157

There was a total increase of \$6,527 from last year. I recommend the board approve the EMC Property Insurance quote as presented. This motion, made by Steven Whitney and seconded by Rich Wenzl, Carried.

Shanna
Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Absent



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Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

B. End of the Fiscal Year Meeting

We need to set our final BOE meeting of this fiscal year for June 28th. That will give us three days to make our final transfers to close-out the year Or, you could have myself and Kinze do the transfers without holding another meeting. I recommend the board approve the Mr. Tharman to make the necessary end of the year transfers without a special board meeting. This motion, made by Christopher Rogers and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

C. Hazard Mitigation Plan

207

Mr. Gebhard joined the meeting at 7:29 PM. This 400+ page document allows the Region to show that entities are continuing to make improvements in pre-emergency mitigation of potential hazards. This also allows the Region to continue to be eligible for FEMA grants. There was a short explanation by Mr. Tharman on the reasoning behind the document and the areas identified that USD #212 is working towards. I recommend the board approve the adoption of the Kansas Homeland Security Region B Hazard Mitigation Plan. This motion, made by Rich Wenzl and seconded by Steven Whitney, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

D. KASB June Policy Updates

210

Twice a year KASB updates policies as needed. Mr. Tharman shared the highlights of the policy updates. I recommend the board approve the June Policy Updates as presented. This motion, made by Steven Whitney and seconded by Laquita Smith, Carried.



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Shanna
Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Absent

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

E. KESA Update

Mr. Tharman updated the board on the KESA (Kansas Education Systems Accreditation) process. Due to Covid restrictions, Northern Valley opted to "pause" the KESA process for this year. This was an option provided by the state due to the unusual set of circumstances. Next year will be Year Five for Northern Valley. The DLT (District Leadership Team) has met regularly to ensure the appropriate documentation is being filled out. They reworded the goals in order to show measurable data that has been collected.

F. Handbooks

303

The handbooks that will be up for adoption/revision at the next board meeting were presented. This will give everyone a chance to look those over and to suggest changes if needed. A short discussion was held concerning the Chromebooks usage at the Middle School. Further discussion will be had with the teachers before deciding on whether they are able to go home or stay at the school.

G. Approve District Banking Signees

I recommend the board remove Nicole Simeon and Lidia Knapp ... and to add Kinze Cox to the signature cards as signers at Equity Bank and First National Bank and Trust. This motion, made by Rich Wenzl and seconded by Christopher Rogers, Carried.

Shanna
Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Absent

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

H. Revenue Neutral Rate

414

This is a new item the state requires starting this year as a result of SB 13. If the district plans to exceed the county revenue neutral rate, they must inform the County Clerk by June 20th. I recommend the board approve NOT exceeding the revenue neutral rate for the 2022 budget year. This motion, made by Christopher Rogers and seconded by Laquita Smith, Carried.

Shanna Yea



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Hammond:

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

I. Equity Bank / Insurance Updates

418

There was an email sent by a representative of Equity Bank with the proposal to remove/ replace the Almena State Bank, Almena Insurance, and First State Bank advertisements from scoreboards, mats, etc. There was a lot of good discussion on the topic. Mr. Tharman will reach out to that party and discuss options. It was agreed that there was no real hurry in regard to the project at this time.

IX. Administrative Reports

A. Superintendent / 9-12 Principal Report

420

Mr. Tharman shared Thank You's received from Jean Clifford (State Board of Education District Five representative), 8th grade class and a letter from Brandi Orme to the senior class. Gary Sechrist had sent out an email stating that people had been questioning the need for Zoom meetings since the State of Emergency was ending on June 15th. Once it ends, there is no need to offer this format. The board discussed this and decided that if there was a need for someone to zoom in that could not attend in person (ie. the lawyer from Beloit at tonight's meeting) then an invitation would be sent; otherwise the Zoom link will not be made available from this point forward to the public, as they are able to attend in person. Summer projects are moving along well and the lawns are being maintained and look good. Mr. Tharman inquired about the JD mower. It will be put on Purple Wave.

B. K-8 Principal Report

Mr. Gebhard shared that we are in desperate need of bus drivers. If anyone knows of someone, please contact him. The teacher in-service included committee meetings and planning for next year. The year ended with a flurry of activity including awards banquet, fun day, graduation, etc. He attended the USA conference in Wichita and it was good. He appreciated Covid not being as bad here as it was in other parts of the state. There is still a need to do something with the ceiling in the old weight room; one thought was to put in a suspended ceiling, but that would be costly. He is struggling to get bids.

X. Reports of Board Members

No report from board members.

XI. Adjournment

I recommend the board adjourn. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea



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Yea: 5, Nay: 0, Absent: 1



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A Board Meeting in Almena of the Board of Trustees of Northern Valley Schools was held Monday, May 10, 2021, beginning at 6:30 PM in the Almena High School , 512 W Bryant Street, Almena, KS 67622.

Shanna Hammond: Present
 Christopher Rogers: Absent
 Laquita Smith: Present
 Hilary Van Patten: Present
 Rich Wenzl: Present
 Steven Whitney: Present

I. Call to Order

Those in attendance at the meeting were: Sommer Yocum - Deputy Board Clerk and Tammy Vincent.

II. Adoption of Agenda

I recommend the board accept the agenda as presented. This motion, made by Shanna Hammond and seconded by Steven Whitney, Carried.

Shanna Hammond: Yea
 Christopher Rogers: Absent
 Laquita Smith: Yea
 Hilary Van Patten: Yea
 Rich Wenzl: Yea
 Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

III. Approval of Minutes

I recommend the board approve the minutes as presented. This motion, made by Shanna Hammond and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea
 Christopher Rogers: Absent
 Laquita Smith: Yea
 Hilary Van Patten: Yea
 Rich Wenzl: Yea
 Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

IV. Approval of Bills

I recommend the board approve the bills as presented. This motion, made by Steven Whitney and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea
 Christopher Rogers: Absent
 Laquita Smith: Yea
 Hilary Van Patten: Yea
 Rich Wenzl: Yea
 Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

V. Hearing of Visitors

A. Tammy Vincent



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Mrs. Vincent said that it has been a good school year. Glad they do not have to wear masks anymore. Liked how the lunchroom worked this year.

VI. Old Business

A. Building Repairs

Mr. Tharman updated the board on the building repair projects. The window project is moving forward. A zoom meeting was held that had bank representatives, KASB, and bank legal counsel present to ensure all bases were being covered on the lease purchase agreement. The tuck work on the exterior bricks will probably need to be done in stages after the grant opportunities have been secured.

B. Utility Bills

Mr. Tharman stated that the predetermined amount per unit was paid to Symmetry and the district has joined the KASB coalition that is negotiating on the schools' behalf to reach an agreement on the increased charges during the month of February. The other utility bills have continued to be in line with normal months.

C. Kindergarten Readiness Report

Mr. Gebhard shared about the recent meeting for the Kindergarten Readiness. They made revisions to the original proposal, increasing the out-of-district student fee to \$200 per month. The maximum number of students to be in the three-year-old and four-year-old programs will be eighteen each. They recently held the pre-school screening for next year and the current numbers are: three-year-olds (9 - 12) and four-year-olds (11). The Kindergarten class will have 12-13 next year, according to current numbers.

VII. Personnel

A. Resignations

I recommend the board accept Lidia Knapp's resignation as Board Clerk and Dick Ames resignation as bus driver. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

I recommend the board accept Jill Gebhard's resignation as National Honor Society sponsor. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

B. Summer Custodial Help

I recommend the board approve the hiring of Cindy Wright and Foster Brands for the months of June and July, up to 40 hours / week, at \$10.50/ hr. This motion, made by Laquita Smith and seconded by Steven Whitney, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent



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Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

C. 2021 - 22 Certified Staff

I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 7:01 pm in this board room. This motion, made by Rich Wenzl and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

7:01 pm meeting returned to open session. I recommend the board approve the certified staff list for 2021 - 22. This motion, made by Steven Whitney and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

D. 2021 - 22 Classified Staff

I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 7:18 pm in this board room. This motion, made by Steven Whitney and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

7:18 pm meeting returned to open session. I recommend the board approve the 2021 - 22 classified list. This motion, made by Steven Whitney and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea



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Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

I recommend the board approve Kinze Cox for the HS Secretary / Treasurer position. This motion, made by Laquita Smith and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

E. 2021 - 22 Supplemental positions

I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 7:27 pm in this board room. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

7:27 pm meeting returned to open session. I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 7:32 pm in this board room. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

7:32 meeting returned to open session. I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 7:39 pm in this board room. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea



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Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

7:39 pm meeting returned to open session. I recommend the board approve the 2021 - 22 supplemental list. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

I recommend the board approve Mitch Pugh for the JH Asst. FB coach position, Lacey Hansen for the HS Asst. VB coach position, and Jessie Thalheim as the HS Activities Director. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

VIII. New Business

A. Leave Requests

I recommend the board the leave request for Tammy Vincent as presented. This motion, made by Laquita Smith and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

B. KASB Membership and Legal Action Fund

Mrs. Van Patten commented that we use this resource and it is invaluable. I recommend the board approve the continued membership of the Kansas Association of School Boards and the Legal Action Fund. This motion, made by Steven Whitney and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1



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C. Student Accident Insurance

Mr. Tharman shared that the rates on this policy were going up from last year due to claims. I recommend the board approve the renewal of Student Accident Insurance through 1st Agency. This motion, made by Laquita Smith and seconded by Steven Whitney, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

D. Worker's Compensation Insurance

The rates for this policy will not change this year. I recommend the board approve the renewal of the Worker's Compensation Insurance through RAS (Risk Administration Services). This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

E. Negotiations

Members took a five minute break. I recommend the board go into executive session to discuss negotiation matters to protect the public interest in negotiating a fair and equitable contract, retaining Mr. Tharman and returning to open session at 8:14 pm in this board room. This motion, made by Laquita Smith and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

IX. Administrative Reports

A. Superintendent / 9-12 Principal Report

8:14 pm meeting returned to open session. Mr. Tharman reported the clean-up day went well today: edging, painting, track shed, window wells, iron storage behind ag shop, locker rooms, vehicles, flower beds, power washing, and parking lines painted were just some items students and staff accomplished today. Their help was much appreciated. Regional golf coming up, senior outing, and Thursday is the last day for seniors. The Student of the Month Honorees were treated to lunch at Destination Kitchen. Wall of Fame inductees (Chuck Fessenden, Monica Wilson, and Pat David) will be on Friday, followed by the HS Awards Banquet. Graduation is on Sunday. Next Tuesday is the last day of school. In-service will be on Wednesday. Regional track and then driver's education and camps begin. A very busy time.

B. K-8 Principal Report



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Mr. Gebhard agreed there was a lot going on. The AR movie was today in Phillipsburg. Fun day is Monday at 1:00 pm in Long Island. Congratulations - Colt Rogers was the third grade science fair winner. Field trips going a lot of different places. No grandparents' day this year, but each class was able to do something that included them. Clean up day at the middle school was today. One track meet left. JH awards banquet is Monday and graduation is Tuesday.

X. Reports of Board Members

XI. Adjournment

I recommend the board adjourn. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

- Shanna Hammond: Yea
 - Christopher Rogers: Absent
 - Laquita Smith: Yea
 - Hilary Van Patten: Yea
 - Rich Wenzl: Yea
 - Steven Whitney: Yea
- Yea: 5, Nay: 0, Absent: 1

USD 212

Cash Summary Report

Accounting Cycle: FY20-21; Beginning Period: Period 01 (07/01/2020 - 07/31/2020) ; Ending Period: Period 12 (06/01/2021 - 06/30/2021) ; Show Prior Year Expense/Encumbran Transactions after the Last Period: Yes; Exclude Closing Entries: No; Include Unposted Transactions: Yes; Created On: 6/11/2021 2:18:23 PM

Fund	Description	Beginning Balance	Revenue	Expenditure	Other	Ending Balance
06	GENERAL FUND	\$2,148.84	\$1,508,304.96	(\$1,504,124.89)	\$12,679.33	\$19,008.24
07	FEDERAL FUNDS	(\$1,180.42)	\$105,635.58	(\$133,503.49)	\$0.00	(\$29,048.33)
08	SUPPLEMENTAL GENERAL FUND	\$34,703.87	\$539,470.53	(\$198,193.00)	\$2,182.46	\$378,163.86
11	FOUR YEAR OLD AT RISK FUND	\$18,270.89	\$0.00	(\$46,476.77)	\$0.00	(\$28,205.88)
13	K-12 AT RISK FUND	\$28,936.85	\$0.00	(\$127,794.34)	\$0.00	(\$98,857.49)
16	CAPITAL OUTLAY	\$139,050.37	\$188,879.36	(\$68,592.19)	\$1,203.01	\$260,540.55
18	DRIVER TRAINING	\$1,298.46	\$2,652.00	(\$42.00)	\$0.00	\$3,908.46
24	FOOD SERVICE	\$8,320.15	\$114,202.85	(\$151,562.79)	\$70.66	(\$28,969.13)
26	PROFESSIONAL DEVELOPMENT FUND	\$12,071.77	\$0.00	(\$4,920.48)	\$0.00	\$7,151.29
30	SPECIAL EDUCATION	\$33,757.80	\$149,242.00	(\$290,039.65)	\$40,475.00	(\$66,564.85)
34	VOCATIONAL EDUCATION	\$10,006.56	\$4,895.57	(\$65,120.03)	\$694.63	(\$49,523.27)
35	GIFTS/GRANTS	\$17,051.63	\$15,815.00	(\$13,020.00)	\$0.00	\$19,846.63
51	KPERS RETIREMENT CONTRIBUTIONS	\$0.00	\$184,245.23	(\$184,245.23)	\$0.00	\$0.00
53	CONTINGENCY FUND	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00
55	TEXTBOOK RENTAL	\$49,300.44	\$4,717.50	(\$14,995.84)	\$0.00	\$39,022.10
81	LIBRARY GRANT	\$911.02	\$0.00	\$0.00	\$0.00	\$911.02
85	KS COORDINATED SCHOOL HEALTH	\$1,958.14	\$0.00	\$0.00	\$0.00	\$1,958.14
Sub Total		\$581,606.37	\$2,818,060.58	(\$2,802,630.70)	\$57,305.09	\$654,341.34

ce: No; Prior Year Ending Balance for Beginning Balance: No; Include

Encumbrances	Liabilities	Available
(\$349.06)	(\$12,679.33)	\$5,979.85
\$3,889.82	\$0.00	(\$25,158.51)
\$87.17	(\$2,182.46)	\$376,068.57
\$0.00	\$0.00	(\$28,205.88)
\$0.00	\$0.00	(\$98,857.49)
\$0.00	(\$1,203.01)	\$259,337.54
\$0.00	\$0.00	\$3,908.46
(\$3,189.87)	(\$70.66)	(\$32,229.66)
\$0.00	\$0.00	\$7,151.29
\$0.00	(\$40,475.00)	(\$107,039.85)
\$0.00	(\$694.63)	(\$50,217.90)
\$0.00	\$0.00	\$19,846.63
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$225,000.00
\$0.00	\$0.00	\$39,022.10
\$0.00	\$0.00	\$911.02
\$0.00	\$0.00	\$1,958.14
\$438.06	(\$57,305.09)	\$597,474.31

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 07/01/2020 to 06/30/2021.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
NVHS	Northern Valley High School							
A	ATHLETICS							
	1010		HIGH SCHOOL ATHLETICS	-1,082.91	12,846.26	7,719.52	243.00	4,286.83
	A Totals:			-1,082.91	12,846.26	7,719.52	243.00	4,286.83
B	CLUBS & ORGANIZATIONS							
	2010		STUDENT COUNCIL	6,370.32	2,953.25	2,367.36	349.44	7,305.65
	2020		KAY	758.21	2,631.00	1,745.84	0.00	1,643.37
	2050		HUSKY MUSIC CLUB	1,774.33	0.00	0.00	0.00	1,774.33
	2060		FFA	8,220.56	32,020.02	20,442.52	0.00	19,798.06
	2070		SCHOLARS BOWL	88.77	0.00	0.00	0.00	88.77
	2080		DANCE AND CHEER	1,390.86	15,101.00	8,080.53	0.00	8,411.33
	2090		FORENSICS	718.36	272.00	0.00	0.00	990.36
	3000		TECHNOLOGY CLUB	828.76	0.00	0.00	0.00	828.76
	3010		FCCLA	66.10	0.00	0.00	0.00	66.10
	3020		VOLLEYBALL CLUB	289.82	890.00	687.86	0.00	491.96
	3050		Interactive Media	522.18	600.00	0.00	0.00	1,122.18
	FA		FACS	0.00	0.00	0.00	0.00	0.00
	B Totals:			21,028.27	54,467.27	33,324.11	349.44	42,520.87
C	GRADUATING CLASSES							
	3114		CLASS OF 2014	2,838.60	0.00	0.00	0.00	2,838.60
	3115		CLASS OF 2015	1,341.17	0.00	0.00	0.00	1,341.17
	3116		CLASS OF 2016	27.50	0.00	0.00	0.00	27.50
	3117		CLASS OF 2017	725.25	0.00	0.00	-725.25	0.00
	3118		CLASS OF 2018	349.44	0.00	0.00	-349.44	0.00
	3119		CLASS OF 2019	2,003.91	0.00	0.00	0.00	2,003.91
	3120		CLASS OF 2020	453.67	0.00	0.00	-453.67	0.00
	3121		CLASS OF 2021-SENIORS	3,257.28	35.00	1,467.60	-23.00	1,801.68
	3122		CLASS OF 2022-JUNIORS	1,864.44	13,168.05	10,903.35	-220.00	3,909.14
	3123		CLASS OF 2023-SOPHOMORES	1,878.25	41.00	18.72	725.25	2,625.78
	3124		CLASS OF 2024-FRESHMAN	0.00	3,496.00	62.52	0.00	3,433.48
	C Totals:			14,739.51	16,740.05	12,452.19	-1,046.11	17,981.26
D	DISTRICT MONIES							
	4020		HIGH SCHOOL PETTY CASH	1,125.00	0.00	0.00	0.00	1,125.00
	D Totals:			1,125.00	0.00	0.00	0.00	1,125.00
E	YEARBOOK							
	7000		YEARBOOK	14,668.37	6,095.00	5,589.19	278.67	15,452.85
	E Totals:			14,668.37	6,095.00	5,589.19	278.67	15,452.85

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 07/01/2020 to 06/30/2021.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
F								
	MISC							
	7030		GREENHOUSE	41.47	0.00	0.00	0.00	41.47
	7060		BOX TOPS FOR EDUCATION	4,166.30	213.30	2,013.08	0.00	2,366.52
	7102		Unknown revenue from 2016-2017	0.00	0.00	0.00	0.00	0.00
	8011		Interest Paid To Account	351.98	37.54	0.00	0.00	389.52
			F Totals:	4,559.75	250.84	2,013.08	0.00	2,797.51
G								
	SALES TAX							
	8010		SALES TAX	-25.16	0.00	0.00	0.00	-25.16
			G Totals:	-25.16	0.00	0.00	0.00	-25.16
			NVHS Activity Totals:	55,012.83	90,399.42	61,098.09	-175.00	84,139.16
<hr/>								
		Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance	
				90,399.42	61,098.09			
		NVHS Bank Balances:		55,012.83	90,399.42	61,098.09	-175.00	84,139.16
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			Report Activity Totals:	55,012.83	90,399.42	61,098.09	-175.00	84,139.16

USD 212

Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 05/11/2021; End Date: 06/11/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 6/11/2021 2:06:21 PM

Check Date	Check Number	Payee	Description	Type	Amount
05/11/2021	62224	4B Farm, LLC	Invoice # 4053	Accounts Payable	\$67.50
05/11/2021	62225	A&S Plumbing	Invoice # 179717	Accounts Payable	\$80.00
05/11/2021	62226	AFPLANSERV	March Monthly Charges	Accounts Payable	\$17.00
05/11/2021	62227	Almena Lumber & Supply	April Charges	Accounts Payable	\$2,153.03
05/11/2021	62228	Almena Market Inc.	February Charges	Accounts Payable	\$345.41
05/11/2021	62229	Angela Knuth	Fruit for Family Night	Accounts Payable	\$28.90
05/11/2021	62230	Apptegy	Contract Invoice # 04757	Accounts Payable	\$7,750.00
05/11/2021	62231	Broad Reach	MS Library Books	Accounts Payable	\$213.49
05/11/2021	62232	Champion Teamwear	Golf Shirts	Accounts Payable	\$222.00
05/11/2021	62233	City Of Almena	April Charges	Accounts Payable	\$772.48
05/11/2021	62234	City Of Long Island	April Charges	Accounts Payable	\$105.29
05/11/2021	62235	Dealers First Financial L.L.C.	UN620	Accounts Payable	\$455.00
05/11/2021	62235	Dealers First Financial L.L.C.	Invoice #156922	Accounts Payable	\$460.00
05/11/2021	62236	Doug's Alignment	Invoice # 004445	Accounts Payable	\$80.00
05/11/2021	62237	Downtown Car Wash	Invoice # 1134	Accounts Payable	\$44.55
05/11/2021	62238	F & A Sales Inc	Invoice # 2314680	Accounts Payable	\$571.38
05/11/2021	62239	Harlan County Journal	March Charges	Accounts Payable	\$226.75
05/11/2021	62240	Harris School Solutions	April Charges	Accounts Payable	\$16,612.18
05/11/2021	62240	Harris School Solutions	NOR419	Accounts Payable	\$447.30
05/11/2021	62241	Hawks Electric (hawksel)	Ballasts	Accounts Payable	\$285.00
05/11/2021	62242	Hop-A-Long IT Services	Invoice #800	Accounts Payable	\$125.00
05/11/2021	62242	Hop-A-Long IT Services	Invoice # 809	Accounts Payable	\$2,000.00
05/11/2021	62243	Ideal Linen & Uniform	Invoice # 22022129	Accounts Payable	\$62.68
05/11/2021	62244	Jamboree Foods	April Monthly Charges	Accounts Payable	\$491.28
05/11/2021	62245	Kelli Hueneke	Reimbursement	Accounts Payable	\$50.78
05/11/2021	62246	Kensington Lockers, Inc	Hog Processing	Accounts Payable	\$250.50
05/11/2021	62247	Kowpoke Supply	April Monthly Charges	Accounts Payable	\$29.99
05/11/2021	62248	KSHAA	Music Festival	Accounts Payable	\$24.00
05/11/2021	62249	KSHSAA	State Championship	Accounts Payable	\$48.00
05/11/2021	62249	KSHSAA	2021/2022	Accounts Payable	\$754.16
05/11/2021	62250	Long Island Feed and Grain, LLC	April Charges	Accounts Payable	\$783.50
05/11/2021	62251	Matheson Tri-Gas Inc.	Invoice # 0023424151	Accounts Payable	\$115.91
05/11/2021	62252	NASSP	Renewal	Accounts Payable	\$480.00
05/11/2021	62253	NCKSEC	SPED Flow Thru	Accounts Payable	\$27,380.00
05/11/2021	62254	Nex-Tech	Network Labor	Accounts Payable	\$600.00
05/11/2021	62255	Nex-Tech (NEXTCOMM)	April Monthly Charges	Accounts Payable	\$1,284.68
05/11/2021	62256	Nex-Tech Wireless, LLC	April/May Charges	Accounts Payable	\$169.33

05/11/2021	62257	Normandin	Invoice # 227	Accounts Payable	\$335.00
05/11/2021	62257	Normandin	Walk in freezer-Almena	Accounts Payable	\$535.00
05/11/2021	62258	Northwest Kansas Library System	Tape and Bookjackets	Accounts Payable	\$72.73
05/11/2021	62259	Northwestern Office Supplies	April Monthly Charges	Accounts Payable	\$1,002.56
05/11/2021	62260	Norton Telegram	7USD212	Accounts Payable	\$257.75
05/11/2021	62261	NVHS Activity Fund	Volleyball Club	Accounts Payable	\$200.00
05/11/2021	62261	NVHS Activity Fund	HS Athletics-1010	Accounts Payable	\$2,000.00
05/11/2021	62261	NVHS Activity Fund	Stuco	Accounts Payable	\$300.00
05/11/2021	62262	Ostmeyer Inc dba Culligan Soft Water Service	April Invoices	Accounts Payable	\$73.50
05/11/2021	62263	Phillipsburg High School	Forensics	Accounts Payable	\$32.00
05/11/2021	62264	Phillipsburg Homestore	Parts for LI John Deer & Tools for LI	Accounts Payable	\$7.09
05/11/2021	62265	Pitney Bowes	Postage	Accounts Payable	\$372.20
05/11/2021	62266	Prairie Land Electric Cooperative, Inc.	April Charges	Accounts Payable	\$3,057.31
05/11/2021	62267	Pulis Lock & Key	Invoice # 10783	Accounts Payable	\$253.00
05/11/2021	62268	Revival Lawn Care	Invoice #302	Accounts Payable	\$3,850.00
05/11/2021	62269	Rexford Forensics	Entry and Concession Fees	Accounts Payable	\$40.00
05/11/2021	62270	Sawyer's Ace Hardware	Supplies for Long Island	Accounts Payable	\$34.97
05/11/2021	62271	School Specialty	Batteries	Accounts Payable	\$51.11
05/11/2021	62272	Smoky Hill - USD 629	21-00722	Accounts Payable	\$1,800.00
05/11/2021	62272	Smoky Hill - USD 629	April Charges	Accounts Payable	\$2,396.30
05/11/2021	62273	USA-Kansas	2021 Conference	Accounts Payable	\$275.00
05/11/2021	62274	VISA (VISA1)	March/April Charges	Accounts Payable	\$2,568.97
05/11/2021	62275	WESTERN PEST CONTROL Inc	General Pest Control	Accounts Payable	\$130.00
05/11/2021	62276	Rawlins County High School	Golf Lunch	Accounts Payable	\$40.00
05/21/2021	62277	Carpet One	summer carpet replacement	Accounts Payable	\$4,000.00
06/01/2021	62278	6 Man Association	Inv: 060121	Accounts Payable	\$125.00
06/01/2021	62279	4B Farm, LLC	Inv: 4094	Accounts Payable	\$67.50
06/01/2021	62280	AFPLANSERV	Inv: 21043063020	Accounts Payable	\$17.00
06/01/2021	62281	City Of Almena	May	Accounts Payable	\$743.84
06/01/2021	62282	Engel's Sales & Service, Inc	Inv: 88269	Accounts Payable	\$24.90
06/01/2021	62283	Envision	Inv: 0095460	Accounts Payable	\$304.88
06/01/2021	62284	ESGI	Inv: 926779	Accounts Payable	\$225.00
06/01/2021	62285	Kansas Assn Of School Boards	K-Jump	Accounts Payable	\$400.00
06/01/2021	62286	KSHSAA	State entry fees	Accounts Payable	\$161.00
06/01/2021	62287	Lou's Sporting Goods	Inv: apc743691-ax01	Accounts Payable	\$31.20
06/01/2021	62288	Mapes & Miller, CPA, LLP	FY 2020	Accounts Payable	\$7,830.00
06/01/2021	62289	MCGRAW-HILL	Inv: 060121	Accounts Payable	\$1,569.30
06/01/2021	62290	Northern Valley Junior High-L.I.	Inv: 060121	Accounts Payable	\$406.51
06/01/2021	62291	Northwest Fire Extinguisher	Service and Inspection	Accounts Payable	\$115.00
06/01/2021	62291	Northwest Fire Extinguisher	Inspection and tag	Accounts Payable	\$241.00
06/01/2021	62292	Pitney Bowes	Inv: 060121	Accounts Payable	\$174.24
06/01/2021	62293	Sandra Dole	Reimbursement	Accounts Payable	\$159.94
06/01/2021	62294	Scholastic Book Fairs	Spring Book Fair	Accounts Payable	\$1,719.04
06/01/2021	62295	Scholastic Inc.	Scholastic News	Accounts Payable	\$418.99

06/01/2021	62296	Sleep Inn	In-service	Accounts Payable	\$100.00
06/01/2021	62297	WESTERN PEST CONTROL Inc	Inv: 060121	Accounts Payable	\$130.00
06/01/2021	62298	Amy McKinney	Mentor	Accounts Payable	\$1,000.00
06/01/2021	62299	Cash-Wa Distributing Co Inc	Almena	Accounts Payable	\$3,823.98
06/01/2021	62300	City Of Long Island	April numbers	Accounts Payable	\$105.29
06/01/2021	62301	ComplianceOne	April Charges	Accounts Payable	\$28.00
06/01/2021	62302	Dealers First Financial L.L.C.	May Rental	Accounts Payable	\$455.00
06/01/2021	62303	Downtown Car Wash	Inv: 1160	Accounts Payable	\$7.65
06/01/2021	62304	Emily Lowry	Inv: 051921	Accounts Payable	\$376.32
06/01/2021	62304	Emily Lowry	Mentor	Accounts Payable	\$1,000.00
06/01/2021	62305	Fire Alarm Specialist, Inc	Annual Agreement	Accounts Payable	\$1,150.00
06/01/2021	62306	Harco Athletic Reconditioning, Inc	17 helmets	Accounts Payable	\$1,153.00
06/01/2021	62307	Harlan County Journal	April Charges	Accounts Payable	\$142.25
06/01/2021	62308	Harris School Solutions	Jan - April	Accounts Payable	\$4,748.56
06/01/2021	62308	Harris School Solutions	Inv: 000064	Accounts Payable	\$509.50
06/01/2021	62309	Hop-A-Long IT Services	Invoice # 808	Accounts Payable	\$1,600.00
06/01/2021	62309	Hop-A-Long IT Services	Replace screen	Accounts Payable	\$125.00
06/01/2021	62310	Ideal Linen & Uniform	April Charges	Accounts Payable	\$63.62
06/01/2021	62311	Jill Gebhard	Mentor	Accounts Payable	\$1,000.00
06/01/2021	62312	Jim Cole	Inv: 060121	Accounts Payable	\$399.84
06/01/2021	62313	John Vincent	Audrey Brubaker	Accounts Payable	\$279.72
06/01/2021	62314	Kelli Hueneke	Inv: 060121	Accounts Payable	\$399.84
06/01/2021	62315	KSHSAA	2021-2022 Premiums	Accounts Payable	\$254.16
06/01/2021	62316	Logan Laser and Printing	Inv: 053121	Accounts Payable	\$45.00
06/01/2021	62317	Marvin Gebhard	Reimbursement	Accounts Payable	\$255.17
06/01/2021	62318	Matheson Tri-Gas Inc.	April Charges	Accounts Payable	\$167.25
06/01/2021	62319	NCKSEC	Aimswab	Accounts Payable	\$240.50
06/01/2021	62320	Nex-Tech (NExTComm)	May Monthly Charges	Accounts Payable	\$216.90
06/01/2021	62321	Phillips County Review	April Charges	Accounts Payable	\$54.00
06/01/2021	62322	Phillipsburg High School	Golf Entry Fee	Accounts Payable	\$35.00
06/01/2021	62323	Rachelle Sander	Reimbursement	Accounts Payable	\$53.50
06/01/2021	62324	Rebecca Lawhorn	Inv: 060121	Accounts Payable	\$399.84
06/01/2021	62325	Renaissance	Acc. Reader/Star Math / Star Reading	Accounts Payable	\$2,305.00
06/01/2021	62326	School Specialty	Invoice # 308103748530	Accounts Payable	\$58.50
06/01/2021	62327	Smoky Hill - USD 629	Invoice # 21-00928	Accounts Payable	\$227.39
06/01/2021	62328	Sommer Yocum	Jan-May Reimbursement	Accounts Payable	\$559.44
06/01/2021	62329	Tom's Music House	Repair # 386877	Accounts Payable	\$46.79
06/01/2021	62330	US Foods-Grand Island	Inv: 0600121	Accounts Payable	\$3,189.87
06/01/2021	62331	USA-Kansas	PLN Member	Accounts Payable	\$500.00
06/02/2021	62332	VISA (VISA1)	Inv: 060221	Accounts Payable	\$2,896.72
	62357	Almena Lumber & Supply	Inv: 087331	Accounts Payable	\$1,583.70
	62358	ComplianceOne	Inv: 280927	Accounts Payable	\$28.00
	62359	Dealers First Financial L.L.C.	Inv: 157783	Accounts Payable	\$460.00
	62360	Downtown Car Wash	Inv: 1188	Accounts Payable	\$27.72

62361	Flower Patch, The	Inv: 012120	Accounts Payable	\$159.00
62362	Hop-A-Long IT Services	Inv: 823	Accounts Payable	\$1,600.00
62363	Ideal Linen & Uniform	Inv: 22029461	Accounts Payable	\$63.62
62364	Jamboree Foods	Inv: 061021	Accounts Payable	\$42.84
62365	Kathryn Whitney	Inv: 061021	Accounts Payable	\$346.92
62366	Kowpoke Supply	Inv: 370642	Accounts Payable	\$370.70
62366	Kowpoke Supply	Inv: 372821	Accounts Payable	\$348.57
62367	KSHSAA	Inv: 8494	Accounts Payable	\$40.00
62368	Long Island Feed and Grain, LLC	Inv: 0616151	Accounts Payable	\$794.40
62369	Lou's Sporting Goods	Inv: APC743020-AX11	Accounts Payable	\$69.50
62370	Matheson Tri-Gas Inc.	Inv: 51807060	Accounts Payable	\$172.36
62371	NCKSEC	Inv: 061021	Accounts Payable	\$40,475.00
62372	Nex-Tech (NEXTCOMM)	Inv: 061021	Accounts Payable	\$1,273.68
62373	Northwestern Office Supplies	Inv: 061021	Accounts Payable	\$743.01
62374	Norton County Solid Waste	Inv: 57284	Accounts Payable	\$5.40
62375	Norton Telegram	Inv: 061021	Accounts Payable	\$401.35
62376	Ostmeyer Inc dba Culligan Soft Water Service	Inv: 416016	Accounts Payable	\$56.00
62377	Prairie Land Electric Cooperative, Inc.	Inv: 061021	Accounts Payable	\$2,556.85
62378	Rachelle Sander	Inv: 061021	Accounts Payable	\$53.50
62379	Sawyer's Ace Hardware	Inv: 061021	Accounts Payable	\$115.28
62380	School Mate	Inv: IN000551946	Accounts Payable	\$114.00
62380	School Mate	Inv: IN000551948	Accounts Payable	\$264.00
62381	Symmetry Energy Solutions, LLC	Inv: 10340804	Accounts Payable	\$5,000.00
Sub Total				\$191,273.90

USD 212

Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 05/11/2021; End Date: 06/11/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 6/11

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62224
Vendor	PO Number	Invoice #	Account Code
4B Farm, LLC	21-1147	4053	24-3100-630-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62225
Vendor	PO Number	Invoice #	Account Code
A&S Plumbing	21-1110	179717	08-2600-300-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62226
Vendor	PO Number	Invoice #	Account Code
AFPLANSERV	21-1132	63020	06-2300-300-00-00
AFPLANSERV	21-1132	63020	06-2300-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62227
Vendor	PO Number	Invoice #	Account Code
Almena Lumber & Supply	21-1156	05012021	06-2300-890-00-30
Almena Lumber & Supply	21-1156	05012021	06-2600-626-00-01
Almena Lumber & Supply	21-1156	05012021	06-2600-626-00-01
Almena Lumber & Supply	21-1156	05012021	06-2600-626-00-02
Almena Lumber & Supply	21-1156	05012021	06-2600-626-00-02
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-05
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-06
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-08
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-11
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-13
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-14
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-14
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-18
Almena Lumber & Supply	21-1156	05012021	06-2720-626-00-22
Almena Lumber & Supply	21-1156	05012021	06-2720-629-00-05
Almena Lumber & Supply	21-1156	05012021	06-2720-629-00-10

Almena Lumber & Supply	21-1156	05012021	06-2720-629-00-20
Almena Lumber & Supply	21-1156	05012021	06-2720-730-00-10
Almena Lumber & Supply	21-1156	05012021	06-2720-730-00-20
Almena Lumber & Supply	21-1156	05012021	06-2720-890-00-08
Almena Lumber & Supply	21-1156	05012021	06-2720-890-00-11
Almena Lumber & Supply	21-1156	05012021	06-2720-890-00-22
Almena Lumber & Supply	21-1156	05012021	06-2720-891-00-03
Almena Lumber & Supply	21-1156	05012021	06-2720-891-00-10
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62228

Vendor	PO Number	Invoice #	Account Code
Almena Market Inc.	21-1121	05102021	06-1000-610-01-09
Almena Market Inc.	21-1121	05102021	06-1000-610-01-10
Almena Market Inc.	21-1121	05102021	06-2300-890-00-00
Almena Market Inc.	21-1121	05102021	06-2400-890-00-00
Almena Market Inc.	21-1121	05102021	08-2600-610-00-01
Almena Market Inc.	21-1121	05102021	24-3100-630-01-00
Almena Market Inc.	21-1121	05102021	24-3100-630-03-00
Almena Market Inc.	21-1121	05102021	24-3100-680-01-00
Almena Market Inc.	21-1121	05102021	24-3100-680-03-00
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62229

Vendor	PO Number	Invoice #	Account Code
Angela Knuth	21-1125	05102021	06-2400-890-00-00
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62230

Vendor	PO Number	Invoice #	Account Code
Apptegy	21-1112	04757	07-1000-400-00-00
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62231

Vendor	PO Number	Invoice #	Account Code
Broad Reach	21-1129	1648970	06-2200-640-03-00
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62232

Vendor	PO Number	Invoice #	Account Code
Champion Teamwear	21-1109	101273804	06-1000-890-01-09
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62233
Vendor	PO Number	Invoice #	Account Code
City Of Almena	21-1152	05102021	08-2600-411-01-00
City Of Almena	21-1152	05102021	08-2600-411-02-00
City Of Almena	21-1152	05102021	08-2600-412-01-00
City Of Almena	21-1152	05102021	08-2600-412-02-00
City Of Almena	21-1152	05102021	08-2600-421-01-00
City Of Almena	21-1152	05102021	34-2600-411-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62234
Vendor	PO Number	Invoice #	Account Code
City Of Long Island	21-1116	0061	08-2600-411-03-00
City Of Long Island	21-1116	0061	08-2600-412-03-00
City Of Long Island	21-1116	0061	08-2600-421-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62235
Vendor	PO Number	Invoice #	Account Code
Dealers First Financial L.L.C.	21-1118	156469	16-1000-700-01-00
Dealers First Financial L.L.C.	21-1118	156469	16-1000-700-03-00
Dealers First Financial L.L.C.	21-1149	156922	16-1000-700-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62236
Vendor	PO Number	Invoice #	Account Code
Doug's Alignment	21-1095	004445	06-2720-730-00-14
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62237
Vendor	PO Number	Invoice #	Account Code
Downtown Car Wash	21-1092	1134	06-2720-890-00-05
Downtown Car Wash	21-1092	1134	06-2720-890-00-06
Downtown Car Wash	21-1092	1134	06-2720-890-00-11
Downtown Car Wash	21-1092	1134	06-2720-890-00-18

Downtown Car Wash	21-1092	1134	06-2720-890-00-22
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62238
Vendor	PO Number	Invoice #	Account Code
F & A Sales Inc	21-1146	2314680	24-3100-630-03-00
F & A Sales Inc	21-1146	2314680	24-3100-680-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62239
Vendor	PO Number	Invoice #	Account Code
Harlan County Journal	21-1100	05102021	06-2300-590-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62240
Vendor	PO Number	Invoice #	Account Code
Harris School Solutions	21-1091	000047	06-2300-300-00-00
Harris School Solutions	21-1091	000047	06-2300-300-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Harris School Solutions	21-1140	0000371	07-2200-500-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62241
Vendor	PO Number	Invoice #	Account Code
Hawks Electric (hawksel)	21-1138	1546	08-2600-430-00-01
Hawks Electric (hawksel)	21-1138	1546	08-2600-430-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number

May board mtg bills	First National Bank & Trust	003174	62242
Vendor	PO Number	Invoice #	Account Code
Hop-A-Long IT Services	21-1093	800	08-1000-300-00-00
Hop-A-Long IT Services	21-1141	809	08-1000-700-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62243
Vendor	PO Number	Invoice #	Account Code
Ideal Linen & Uniform	21-1090	05102021	06-2600-610-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62244
Vendor	PO Number	Invoice #	Account Code
Jamboree Foods	21-1148	05032021	06-1000-610-01-10
Jamboree Foods	21-1148	05032021	06-1000-610-02-09
Jamboree Foods	21-1148	05032021	06-2300-890-00-00
Jamboree Foods	21-1148	05032021	24-3100-630-01-00
Jamboree Foods	21-1148	05032021	24-3100-680-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62245
Vendor	PO Number	Invoice #	Account Code
Kelli Hueneke	21-1123	05102021	06-1000-610-02-09
Kelli Hueneke	21-1123	05102021	06-1000-610-03-09
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62246
Vendor	PO Number	Invoice #	Account Code
Kensington Lockers, Inc	21-1124	05102021	24-3100-680-01-00
Kensington Lockers, Inc	21-1124	05102021	24-3100-680-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62247
Vendor	PO Number	Invoice #	Account Code
Kowpoke Supply	21-1144	365243	06-2400-890-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62248

Vendor	PO Number	Invoice #	Account Code
KSHAA	21-1131	05102021	06-1000-610-00-01
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62249
Vendor	PO Number	Invoice #	Account Code
KSHSAA	21-1115	433295	06-1000-890-01-02
KSHSAA	21-1154	6091	06-1000-890-01-01
KSHSAA	21-1154	6091	06-1000-890-01-01
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62250
Vendor	PO Number	Invoice #	Account Code
Long Island Feed and Grain, LLC	21-1155	05102021	06-2600-626-00-02
Long Island Feed and Grain, LLC	21-1155	05102021	06-2600-626-00-02
Long Island Feed and Grain, LLC	21-1155	05102021	06-2720-626-00-03
Long Island Feed and Grain, LLC	21-1155	05102021	06-2720-626-00-06
Long Island Feed and Grain, LLC	21-1155	05102021	06-2720-626-00-08
Long Island Feed and Grain, LLC	21-1155	05102021	06-2720-626-00-10
Long Island Feed and Grain, LLC	21-1155	05102021	06-2720-626-00-20
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62251
Vendor	PO Number	Invoice #	Account Code
Matheson Tri-Gas Inc.	21-1142	0023424151	34-1000-610-00-01
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62252
Vendor	PO Number	Invoice #	Account Code
NASSP	21-1099	9001459402	06-1000-890-01-09
NASSP	21-1099	9001459402	06-1000-890-01-09
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62253
Vendor	PO Number	Invoice #	Account Code
NCKSEC	21-1108	april	30-1000-564-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number

May board mtg bills	First National Bank & Trust	003174	62254
Vendor	PO Number	Invoice #	Account Code
Nex-Tech	21-1139	111147	08-2200-300-00-00
Nex-Tech	21-1139	111147	08-2200-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62255
Vendor	PO Number	Invoice #	Account Code
Nex-Tech (NExTComm)	21-1145	05032021	06-2300-532-00-00
Nex-Tech (NExTComm)	21-1145	05032021	06-2300-532-00-01
Nex-Tech (NExTComm)	21-1145	05032021	06-2300-532-00-01
Nex-Tech (NExTComm)	21-1145	05032021	06-2400-532-00-00
Nex-Tech (NExTComm)	21-1145	05032021	06-2400-532-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62256
Vendor	PO Number	Invoice #	Account Code
Nex-Tech Wireless, LLC	21-1136	8273124	06-2600-890-00-00
Nex-Tech Wireless, LLC	21-1136	8273124	06-2720-890-00-17
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62257
Vendor	PO Number	Invoice #	Account Code
Normandin	21-1096	227	08-2600-400-00-01
Normandin	21-1130	247	08-2600-430-00-01
Normandin	21-1130	247	08-2600-430-00-01
Normandin	21-1130	247	08-2600-430-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62258
Vendor	PO Number	Invoice #	Account Code
Northwest Kansas Library System	21-1120	1973	06-2200-640-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62259
Vendor	PO Number	Invoice #	Account Code
Northwestern Office Supplies	21-1143	05032021	16-1000-700-01-00
Northwestern Office Supplies	21-1143	05032021	16-1000-700-01-00
Northwestern Office Supplies	21-1143	05032021	16-1000-700-01-00

Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62260
Vendor Norton Telegram	PO Number 21-1117	Invoice # 468618	Account Code 06-2300-590-00-02
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62261
Vendor NVHS Activity Fund	PO Number 21-1097	Invoice # 05102021	Account Code 06-1000-890-01-01
NVHS Activity Fund	21-1098	05	06-1000-890-01-01
NVHS Activity Fund	21-1150	andy	06-2300-890-00-00
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62262
Vendor Ostmeyer Inc dba Culligan Soft Water Service	PO Number 21-1151	Invoice # 414811	Account Code 08-2600-411-02-00
Ostmeyer Inc dba Culligan Soft Water Service	21-1151	414811	08-2600-411-03-00
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62263
Vendor Phillipsburg High School	PO Number 21-1114	Invoice # 05102021	Account Code 06-1000-890-01-02
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62264
Vendor Phillipsburg Homestore	PO Number 21-1134	Invoice # 33748	Account Code 06-2600-626-00-02
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62265
Vendor Pitney Bowes	PO Number 21-1127	Invoice # 05102021	Account Code 06-2300-590-00-01
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62266
Vendor	PO Number	Invoice #	Account Code

Prairie Land Electric Cooperative, Inc.	21-1153	05052021	06-2600-622-01-00
Prairie Land Electric Cooperative, Inc.	21-1153	05052021	06-2600-622-03-00
Prairie Land Electric Cooperative, Inc.	21-1153	05052021	34-2600-622-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62267
Vendor	PO Number	Invoice #	Account Code
Pulis Lock & Key	21-1122	10783	08-2600-300-00-02
Pulis Lock & Key	21-1122	10783	08-2600-300-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62268
Vendor	PO Number	Invoice #	Account Code
Revival Lawn Care	21-1094	302	08-2600-300-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62269
Vendor	PO Number	Invoice #	Account Code
Rexford Forensics	21-1105	05102021	06-1000-890-01-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62270
Vendor	PO Number	Invoice #	Account Code
Sawyer's Ace Hardware	21-1133	273198-1	08-2600-430-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62271
Vendor	PO Number	Invoice #	Account Code
School Specialty	21-1103	308103729242	06-2400-890-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
May board mtg bills	First National Bank & Trust	003174	62272
Vendor	PO Number	Invoice #	Account Code
Smoky Hill - USD 629	21-1104	00722	06-1000-590-00-00
Smoky Hill - USD 629	21-1128	05102021	06-2300-300-00-00
Smoky Hill - USD 629	21-1128	05102021	06-2300-300-00-00
Smoky Hill - USD 629	21-1128	05102021	06-2300-300-00-00
Smoky Hill - USD 629	21-1128	05102021	06-2300-300-00-00

Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62273
Vendor	PO Number	Invoice #	Account Code
USA-Kansas	21-1126	05102021	26-2200-501-00-00
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62274
Vendor	PO Number	Invoice #	Account Code
VISA (VISA1)	21-1135	05102021	06-1000-590-00-00
VISA (VISA1)	21-1135	05102021	06-1000-610-01-09
VISA (VISA1)	21-1135	05102021	06-1000-610-01-09
VISA (VISA1)	21-1135	05102021	06-1000-610-02-02
VISA (VISA1)	21-1135	05102021	06-1000-890-00-00
VISA (VISA1)	21-1135	05102021	06-1000-890-00-00
VISA (VISA1)	21-1135	05102021	06-1000-890-00-00
VISA (VISA1)	21-1135	05102021	06-1000-890-01-01
VISA (VISA1)	21-1135	05102021	06-1000-890-01-01
VISA (VISA1)	21-1135	05102021	06-1000-890-01-01
VISA (VISA1)	21-1135	05102021	06-2300-590-00-01
VISA (VISA1)	21-1135	05102021	06-2300-590-00-01
VISA (VISA1)	21-1135	05102021	06-2300-890-00-00
VISA (VISA1)	21-1135	05102021	06-2300-890-00-00
VISA (VISA1)	21-1135	05102021	06-2300-890-00-00
VISA (VISA1)	21-1135	05102021	06-2300-890-00-00
VISA (VISA1)	21-1135	05102021	06-2400-890-00-00
VISA (VISA1)	21-1135	05102021	08-2600-430-00-02
VISA (VISA1)	21-1135	05102021	08-2600-700-00-02
VISA (VISA1)	21-1135	05102021	16-1000-700-00-00
Sub Total			
Voucher Number May board mtg bills	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62275
Vendor	PO Number	Invoice #	Account Code
WESTERN PEST CONTROL Inc	21-1111	05102021	08-2600-425-00-00
WESTERN PEST CONTROL Inc	21-1111	05102021	08-2600-425-00-00
Sub Total			
Voucher Number Golf Check	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62276
Vendor	PO Number	Invoice #	Account Code
Rawlins County High School	21-1157	05112021	06-1000-890-01-01
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
Carpet payment 1 of 2	First National Bank & Trust	003174	62277
Vendor	PO Number	Invoice #	Account Code
Carpet One	21-1170	6255623	16-2600-700-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
21-1223	First National Bank & Trust	003174	62278
Vendor	PO Number	Invoice #	Account Code
6 Man Association	21-1223	060121	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62279
Vendor	PO Number	Invoice #	Account Code
4B Farm, LLC	21-1219	4094	24-3100-630-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62280
Vendor	PO Number	Invoice #	Account Code
AFPLANSERV	21-1220	21043063020	06-2300-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62281
Vendor	PO Number	Invoice #	Account Code
City Of Almena	21-1211	052721	08-2600-411-01-00
City Of Almena	21-1211	052721	08-2600-411-02-00
City Of Almena	21-1211	052721	08-2600-412-01-00
City Of Almena	21-1211	052721	08-2600-412-02-00
City Of Almena	21-1211	052721	08-2600-421-01-00
City Of Almena	21-1211	052721	34-2600-411-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62282
Vendor	PO Number	Invoice #	Account Code
Engel's Sales & Service, Inc	21-1212	88269	08-2600-430-00-01
Engel's Sales & Service, Inc	21-1212	88269	08-2600-430-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number

June bills	First National Bank & Trust	003174	62283
Vendor	PO Number	Invoice #	Account Code
Envision	21-1207	0095460	08-2600-610-00-01
Envision	21-1207	0095460	08-2600-610-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62284
Vendor	PO Number	Invoice #	Account Code
ESGI	21-1215	926779	06-1000-590-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62285
Vendor	PO Number	Invoice #	Account Code
Kansas Assn Of School Boards	21-1216	17659	06-2300-500-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62286
Vendor	PO Number	Invoice #	Account Code
KSHSAA	21-1206	7710	06-1000-890-01-01
KSHSAA	21-1206	7710	06-1000-890-01-01
KSHSAA	21-1206	7710	06-1000-890-01-01
KSHSAA	21-1206	7710	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62287
Vendor	PO Number	Invoice #	Account Code
Lou's Sporting Goods	21-1221	apc743691-ax01	06-1000-890-03-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62288
Vendor	PO Number	Invoice #	Account Code
Mapes & Miller, CPA, LLP	21-1214	19931	06-2300-300-00-03
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62289
Vendor	PO Number	Invoice #	Account Code
MCGRAW-HILL	21-1205	060121	06-1000-610-02-01
MCGRAW-HILL	21-1205	060121	06-1000-610-02-02

MCGRAW-HILL	21-1205	060121	06-1000-610-02-03
MCGRAW-HILL	21-1205	060121	06-1000-610-02-04
MCGRAW-HILL	21-1205	060121	06-1000-610-02-05
MCGRAW-HILL	21-1205	060121	06-1000-610-03-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62290
Vendor	PO Number	Invoice #	Account Code
Northern Valley Junior High-L.I.	21-1218	060121	06-2300-890-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62291
Vendor	PO Number	Invoice #	Account Code
Northwest Fire Extinguisher	21-1203	77854	08-2600-300-00-01
Northwest Fire Extinguisher	21-1203	77854	08-2600-300-00-01
Northwest Fire Extinguisher	21-1202	77853	08-2600-300-00-02
Northwest Fire Extinguisher	21-1202	77853	08-2600-300-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62292
Vendor	PO Number	Invoice #	Account Code
Pitney Bowes	21-1217	060121	06-2300-590-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62293
Vendor	PO Number	Invoice #	Account Code
Sandra Dole	21-1210	060121	06-1000-610-02-09
Sandra Dole	21-1210	060121	06-1000-610-02-09
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62294
Vendor	PO Number	Invoice #	Account Code
Scholastic Book Fairs	21-1209	w4755378bf	06-2200-640-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62295
Vendor	PO Number	Invoice #	Account Code
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-01

Scholastic Inc.	21-1204	M71206692	06-1000-610-02-02
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-03
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-04
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-05
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-09
Scholastic Inc.	21-1204	M71206692	06-1000-610-02-09
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62296
Vendor	PO Number	Invoice #	Account Code
Sleep Inn	21-1213	2337041	26-2200-501-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills	First National Bank & Trust	003174	62297
Vendor	PO Number	Invoice #	Account Code
WESTERN PEST CONTROL Inc	21-1208	060121	08-2600-425-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62298
Vendor	PO Number	Invoice #	Account Code
Amy McKinney	21-1188	051921	06-2300-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62299
Vendor	PO Number	Invoice #	Account Code
Cash-Wa Distributing Co Inc	21-1182	12890782	24-3100-630-01-00
Cash-Wa Distributing Co Inc	21-1182	12890782	24-3100-680-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62300
Vendor	PO Number	Invoice #	Account Code
City Of Long Island	21-1177	060121	08-2600-411-03-00
City Of Long Island	21-1177	060121	08-2600-412-00-00
City Of Long Island	21-1177	060121	08-2600-421-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62301
Vendor	PO Number	Invoice #	Account Code

ComplianceOne	21-1166	280197	06-2720-890-00-17
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62302
Vendor	PO Number	Invoice #	Account Code
Dealers First Financial L.L.C.	21-1194	157320	16-1000-700-01-00
Dealers First Financial L.L.C.	21-1194	157320	16-1000-700-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62303
Vendor	PO Number	Invoice #	Account Code
Downtown Car Wash	21-1185	1160	06-2720-890-00-17
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62304
Vendor	PO Number	Invoice #	Account Code
Emily Lowry	21-1175	051921	06-1000-890-00-01
Emily Lowry	21-1190	060121	06-2300-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62305
Vendor	PO Number	Invoice #	Account Code
Fire Alarm Specialist, Inc	21-1180	25632	08-2600-400-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62306
Vendor	PO Number	Invoice #	Account Code
Harco Athletic Reconditioning, Inc	21-1179	26094	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62307
Vendor	PO Number	Invoice #	Account Code
Harlan County Journal	21-1159	060121	06-2300-590-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62308
Vendor	PO Number	Invoice #	Account Code

Harris School Solutions	21-1186	000064	06-2300-300-00-00
Harris School Solutions	21-1187	0000028	06-2300-400-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62309
Vendor	PO Number	Invoice #	Account Code
Hop-A-Long IT Services	21-1183	816	08-1000-300-00-00
Hop-A-Long IT Services	21-1198	808	08-2300-500-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62310
Vendor	PO Number	Invoice #	Account Code
Ideal Linen & Uniform	21-1165	22025884	06-2600-610-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62311
Vendor	PO Number	Invoice #	Account Code
Jill Gebhard	21-1189	060121	06-2300-300-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62312
Vendor	PO Number	Invoice #	Account Code
Jim Cole	21-1176	060121	06-1000-890-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62313
Vendor	PO Number	Invoice #	Account Code
John Vincent	21-1192	051921	06-2720-891-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62314
Vendor	PO Number	Invoice #	Account Code
Kelli Hueneke	21-1173	060121	06-1000-890-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62315
Vendor	PO Number	Invoice #	Account Code

KSHSAA	21-1196	060121	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62316
Vendor	PO Number	Invoice #	Account Code
Logan Laser and Printing	21-1178	053121	06-2300-890-00-00
Logan Laser and Printing	21-1178	053121	06-2300-890-00-04
Logan Laser and Printing	21-1178	053121	06-2300-890-00-04
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62317
Vendor	PO Number	Invoice #	Account Code
Marvin Gebhard	21-1197	060121	06-1000-890-00-00
Marvin Gebhard	21-1197	060121	06-2720-626-00-18
Marvin Gebhard	21-1197	060121	06-2720-890-00-17
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62318
Vendor	PO Number	Invoice #	Account Code
Matheson Tri-Gas Inc.	21-1164	51793844	34-1000-610-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62319
Vendor	PO Number	Invoice #	Account Code
NCKSEC	21-1169	060121	06-1000-590-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62320
Vendor	PO Number	Invoice #	Account Code
Nex-Tech (NExTComm)	21-1200	8352124	06-2600-890-00-00
Nex-Tech (NExTComm)	21-1200	8352124	06-2720-890-00-17
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62321
Vendor	PO Number	Invoice #	Account Code
Phillips County Review	21-1161	40400	06-2300-590-00-02
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62322
Vendor	PO Number	Invoice #	Account Code
Phillipsburg High School	21-1158	060121	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62323
Vendor	PO Number	Invoice #	Account Code
Rachelle Sander	21-1195	060121	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62324
Vendor	PO Number	Invoice #	Account Code
Rebecca Lawhorn	21-1184	060121	06-1000-890-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62325
Vendor	PO Number	Invoice #	Account Code
Renaissance	21-1168	060121	06-1000-590-00-00
Renaissance	21-1168	060121	06-1000-590-00-00
Renaissance	21-1168	060121	06-1000-590-00-00
Renaissance	21-1168	060121	06-1000-590-00-00
Renaissance	21-1168	060121	06-1000-590-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62326
Vendor	PO Number	Invoice #	Account Code
School Specialty	21-1199	308103748530	06-2400-890-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62327
Vendor	PO Number	Invoice #	Account Code
Smoky Hill - USD 629	21-1160	21-00928	06-2300-400-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
June bills -2	First National Bank & Trust	003174	62328
Vendor	PO Number	Invoice #	Account Code
Sommer Yocum	21-1193	051921	06-2720-891-00-08

Sub Total			
Voucher Number June bills -2	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62329
Vendor Tom's Music House	PO Number 21-1162	Invoice # 386877	Account Code 06-1000-610-00-02
Sub Total			
Voucher Number June bills -2	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62330
Vendor US Foods-Grand Island	PO Number 21-1181	Invoice # 0600121	Account Code 24-3100-630-01-00
US Foods-Grand Island	21-1181	0600121	24-3100-630-03-00
US Foods-Grand Island	21-1181	0600121	24-3100-680-01-00
US Foods-Grand Island	21-1181	0600121	24-3100-680-03-00
Sub Total			
Voucher Number June bills -2	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62331
Vendor USA-Kansas	PO Number 21-1167	Invoice # 060121	Account Code 06-2300-810-00-00
Sub Total			
Voucher Number Visa-May	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62332
Vendor VISA (VISA1)	PO Number 21-1224	Invoice # 060221	Account Code 06-1000-610-02-09
VISA (VISA1)	21-1224	060221	06-1000-890-00-00
VISA (VISA1)	21-1224	060221	06-1000-890-00-00
VISA (VISA1)	21-1224	060221	06-1000-890-00-00
VISA (VISA1)	21-1224	060221	06-1000-890-00-00
VISA (VISA1)	21-1224	060221	06-1000-890-01-01
VISA (VISA1)	21-1224	060221	06-1000-890-01-01
VISA (VISA1)	21-1224	060221	06-1000-890-01-01
VISA (VISA1)	21-1224	060221	06-2300-300-00-00
VISA (VISA1)	21-1224	060221	06-2300-890-00-00
VISA (VISA1)	21-1224	060221	06-2300-890-00-00
VISA (VISA1)	21-1224	060221	06-2300-890-00-00
VISA (VISA1)	21-1224	060221	06-2300-890-00-00
VISA (VISA1)	21-1224	060221	06-2300-890-00-00
VISA (VISA1)	21-1224	060221	06-2720-626-00-22
VISA (VISA1)	21-1224	060221	08-2600-430-00-00
VISA (VISA1)	21-1224	060221	08-2600-430-00-00
VISA (VISA1)	21-1224	060221	08-2600-430-00-02

VISA (VISA1)	21-1224	060221	08-2600-430-00-02
VISA (VISA1)	21-1224	060221	08-2600-430-00-02
VISA (VISA1)	21-1224	060221	26-2200-502-00-00
VISA (VISA1)	21-1224	060221	26-2200-502-00-00
VISA (VISA1)	21-1224	060221	26-2200-502-00-00
VISA (VISA1)	21-1224	060221	55-1000-644-00-02
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62357

Vendor	PO Number	Invoice #	Account Code
Almena Lumber & Supply	21-1248	087331	06-2300-890-00-30
Almena Lumber & Supply	21-1248	087331	06-2600-626-00-01
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-05
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-06
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-08
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-11
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-13
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-14
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-18
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-20
Almena Lumber & Supply	21-1248	087331	06-2720-626-00-22
Almena Lumber & Supply	21-1248	087331	06-2720-730-00-08
Almena Lumber & Supply	21-1248	087331	06-2720-730-00-20
Almena Lumber & Supply	21-1248	087331	06-2720-890-00-11
Almena Lumber & Supply	21-1248	087331	06-2720-890-00-20
Almena Lumber & Supply	21-1248	087331	06-2720-891-00-20
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62358

Vendor	PO Number	Invoice #	Account Code
ComplianceOne	21-1246	280927	06-2720-890-00-17

Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62359

Vendor	PO Number	Invoice #	Account Code
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Dealers First Financial L.L.C.	21-1236	157783	16-1000-700-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62360
Vendor	PO Number	Invoice #	Account Code
Downtown Car Wash	21-1226	1188	06-2720-890-00-05
Downtown Car Wash	21-1226	1188	06-2720-890-00-11
Downtown Car Wash	21-1226	1188	06-2720-890-00-18
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62361
Vendor	PO Number	Invoice #	Account Code
Flower Patch, The	21-1232	012120	06-2300-890-00-04
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62362
Vendor	PO Number	Invoice #	Account Code
Hop-A-Long IT Services	21-1241	823	08-2300-500-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62363
Vendor	PO Number	Invoice #	Account Code
Ideal Linen & Uniform	21-1225	22029461	06-2600-610-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62364
Vendor	PO Number	Invoice #	Account Code
Jamboree Foods	21-1240	061021	06-2300-890-00-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62365
Vendor	PO Number	Invoice #	Account Code
Kathryn Whitney	21-1245	061021	06-1000-890-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62366

Vendor	PO Number	Invoice #	Account Code
Kowpoke Supply	21-1239	370642	06-1000-890-01-11
Kowpoke Supply	21-1250	372821	08-2600-430-00-01
Sub Total			
Voucher Number 18	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62367
Vendor	PO Number	Invoice #	Account Code
KSHSAA	21-1230	8494	06-1000-890-01-01
Sub Total			
Voucher Number 18	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62368
Vendor	PO Number	Invoice #	Account Code
Long Island Feed and Grain, LLC	21-1247	0616151	06-2600-626-00-02
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-03
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-06
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-08
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-10
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-11
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-18
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-19
Long Island Feed and Grain, LLC	21-1247	0616151	06-2720-626-00-20
Sub Total			
Voucher Number 18	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62369
Vendor	PO Number	Invoice #	Account Code
Lou's Sporting Goods	21-1233	APC743020-AX11	06-1000-890-03-01
Sub Total			
Voucher Number 18	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62370
Vendor	PO Number	Invoice #	Account Code
Matheson Tri-Gas Inc.	21-1234	51807060	34-1000-610-00-01
Sub Total			
Voucher Number 18	Bank Name First National Bank & Trust	Account Number 003174	Check Number 62371
Vendor	PO Number	Invoice #	Account Code
NCKSEC	21-1227	061021	30-1000-564-00-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number

18	First National Bank & Trust	003174	62372
Vendor	PO Number	Invoice #	Account Code
Nex-Tech (NExTComm)	21-1243	061021	06-2300-532-00-00
Nex-Tech (NExTComm)	21-1243	061021	06-2300-532-00-01
Nex-Tech (NExTComm)	21-1243	061021	06-2400-532-00-00
Nex-Tech (NExTComm)	21-1243	061021	06-2400-532-00-01
Nex-Tech (NExTComm)	21-1243	061021	06-2400-532-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62373
Vendor	PO Number	Invoice #	Account Code
Northwestern Office Supplies	21-1238	061021	16-1000-700-01-00
Northwestern Office Supplies	21-1238	061021	16-1000-700-02-00
Northwestern Office Supplies	21-1238	061021	16-1000-700-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62374
Vendor	PO Number	Invoice #	Account Code
Norton County Solid Waste	21-1244	57284	08-2600-421-01-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62375
Vendor	PO Number	Invoice #	Account Code
Norton Telegram	21-1231	061021	06-2300-590-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62376
Vendor	PO Number	Invoice #	Account Code
Ostmeyer Inc dba Culligan Soft Water Service	21-1235	416016	08-2600-411-01-01
Ostmeyer Inc dba Culligan Soft Water Service	21-1235	416016	08-2600-411-03-00
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62377
Vendor	PO Number	Invoice #	Account Code
Prairie Land Electric Cooperative, Inc.	21-1229	061021	06-2600-622-01-00
Prairie Land Electric Cooperative, Inc.	21-1229	061021	06-2600-622-03-00
Prairie Land Electric Cooperative, Inc.	21-1229	061021	34-2600-622-00-00
Sub Total			

Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62378
Vendor	PO Number	Invoice #	Account Code
Rachelle Sander	21-1242	061021	06-1000-890-01-01
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62379
Vendor	PO Number	Invoice #	Account Code
Sawyer's Ace Hardware	21-1237	061021	08-2600-430-00-02
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62380
Vendor	PO Number	Invoice #	Account Code
School Mate	21-1251	IN000551946	06-1000-610-02-09
School Mate	21-1252	IN000551948	06-1000-610-01-11
Sub Total			
Voucher Number	Bank Name	Account Number	Check Number
18	First National Bank & Trust	003174	62381
Vendor	PO Number	Invoice #	Account Code
Symmetry Energy Solutions, LLc	21-1249	10340804	06-2600-621-01-00
Symmetry Energy Solutions, LLc	21-1249	10340804	06-2600-621-02-00
Symmetry Energy Solutions, LLc	21-1249	10340804	06-2600-621-03-00
Symmetry Energy Solutions, LLc	21-1249	10340804	34-2600-621-00-00
Sub Total			
Grand Total			

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Payee	Amount	Type
4B Farm, LLC	\$67.50	Accounts Payable
Description	Issue Date	Amount
Almena Food & Milk	05/03/2021	\$67.50
		\$67.50
Payee	Amount	Type
A&S Plumbing	\$80.00	Accounts Payable
Description	Issue Date	Amount
AirSnake Cafeteria water fountain	04/20/2021	\$80.00
		\$80.00
Payee	Amount	Type
AFPLANSERV	\$17.00	Accounts Payable
Description	Issue Date	Amount
American Fidelity Assurance	04/28/2021	\$12.50
Equitable Life Insurance	04/28/2021	\$4.50
		\$17.00
Payee	Amount	Type
Almena Lumber & Supply	\$2,153.03	Accounts Payable
Description	Issue Date	Amount
Car #30	05/10/2021	\$27.86
Gift Certificates	05/10/2021	\$40.00
Oil Change	05/10/2021	\$32.73
Oil Change	05/10/2021	\$46.53
Sharpen Blades	05/10/2021	\$15.00
Van #5	05/10/2021	\$162.68
Van #6	05/10/2021	\$73.23
Suburban #8	05/10/2021	\$74.86
Bus #11	05/10/2021	\$278.43
Bus #20	05/10/2021	\$41.00
Suburban #14	05/10/2021	\$76.97
Suburban #15	05/10/2021	\$112.85
Bus #17	05/10/2021	\$107.47
Bus #19	05/10/2021	\$484.51
Van #5 Oil Change	05/10/2021	\$58.02
Oil Change	05/10/2021	\$53.27

Oil Change	05/10/2021	\$58.73
Repairs	05/10/2021	\$136.87
Bus #18	05/10/2021	\$191.08
Wiper Fluid	05/10/2021	\$8.94
Case of DEF	05/10/2021	\$21.00
5 gallons DEF	05/10/2021	\$21.00
Tire Repair	05/10/2021	\$15.00
Tire Repair	05/10/2021	\$15.00
		\$2,153.03

Payee	Amount	Type
Almena Market Inc.	\$345.41	Accounts Payable

Description	Issue Date	Amount
Food Science	04/21/2021	\$44.13
FACS Supply	04/21/2021	\$35.66
MISC	04/21/2021	\$25.56
Grade School	04/21/2021	\$22.94
Long Island Janitor	04/21/2021	\$11.68
Almena Food & Milk	04/21/2021	\$161.04
LI Food & Milk	04/21/2021	\$11.71
Almena Misc Non Food	04/21/2021	\$3.98
LI Misc Non Food	04/21/2021	\$28.71
		\$345.41

Payee	Amount	Type
Angela Knuth	\$28.90	Accounts Payable

Description	Issue Date	Amount
Fruit for Family Nlght	04/26/2021	\$28.90
		\$28.90

Payee	Amount	Type
Apptegy	\$7,750.00	Accounts Payable

Description	Issue Date	Amount
Thrillshare Service	04/20/2021	\$7,750.00
		\$7,750.00

Payee	Amount	Type
Broad Reach	\$213.49	Accounts Payable

Description	Issue Date	Amount
Books	04/28/2021	\$213.49
		\$213.49

Payee	Amount	Type
Champion Teamwear	\$222.00	Accounts Payable

Description	Issue Date	Amount
Golf Shirts	04/20/2021	\$222.00
		\$222.00
Payee	Amount	Type
City Of Almena	\$772.48	Accounts Payable
Description	Issue Date	Amount
HS Water	05/10/2021	\$99.11
GS Water	05/10/2021	\$143.16
HS Sewer	05/10/2021	\$70.00
GS Sewer	05/10/2021	\$140.00
HS Trash	05/10/2021	\$200.00
Vo Ag	05/10/2021	\$120.21
		\$772.48
Payee	Amount	Type
City Of Long Island	\$105.29	Accounts Payable
Description	Issue Date	Amount
Water	04/20/2021	\$44.29
Sewer	04/20/2021	\$40.00
Waste	04/20/2021	\$21.00
		\$105.29
Payee	Amount	Type
Dealers First Financial L.L.C.	\$915.00	Accounts Payable
Description	Issue Date	Amount
Invoice # 156470	04/20/2021	\$130.00
Invoice # 156469	04/20/2021	\$325.00
Rental (May)	05/10/2021	\$460.00
		\$915.00
Payee	Amount	Type
Doug's Alignment	\$80.00	Accounts Payable
Description	Issue Date	Amount
#14 Align front end	04/15/2021	\$80.00
		\$80.00
Payee	Amount	Type
Downtown Car Wash	\$44.55	Accounts Payable
Description	Issue Date	Amount
#5	04/15/2021	\$7.09
#6	04/15/2021	\$12.00
#11	04/15/2021	\$3.98
#17	04/15/2021	\$7.94

#19	04/15/2021	\$13.54
		\$44.55
Payee	Amount	Type
F & A Sales Inc	\$571.38	Accounts Payable
Description	Issue Date	Amount
LI Food and Milk	05/03/2021	\$475.86
LI Misc Non Food	05/03/2021	\$95.52
		\$571.38
Payee	Amount	Type
Harlan County Journal	\$226.75	Accounts Payable
Description	Issue Date	Amount
March Charges	04/15/2021	\$226.75
		\$226.75
Payee	Amount	Type
Harris School Solutions	\$17,059.48	Accounts Payable
Description	Issue Date	Amount
Invoice # DATXT0000072	04/15/2021	\$197.00
Invoice # HAPX0000047	04/15/2021	\$250.30
AA Web Annual Fee	05/03/2021	\$934.00
AA Web Implementation and Setup	05/03/2021	\$1,350.00
AA Web to AptaFund Inport Setup & Configuration	05/03/2021	\$1,350.00
AptaFund 4.1 Annual Fee	05/03/2021	\$3,608.00
AptaFund 4.1 ESS Annual Fee	05/03/2021	\$290.00
AptaFund ESS Installation and Setup	05/03/2021	\$1,350.00
Business Process and Consulting	05/03/2021	\$1,350.00
Credit for 11 months AA Pro	05/03/2021	(\$753.83)
Credit for 11 months FA2	05/03/2021	(\$3,135.99)
eRequisition Setup	05/03/2021	\$1,350.00
Installation and Activation Software	05/03/2021	\$990.00
Standard Data Conversion	05/03/2021	\$1,990.00
WebEx Training	05/03/2021	\$5,940.00
		\$17,059.48
Payee	Amount	Type
Hawks Electric (hawksel)	\$285.00	Accounts Payable
Description	Issue Date	Amount
Ballasts	05/03/2021	\$272.50
Shipping	05/03/2021	\$12.50
		\$285.00
Payee	Amount	Type

Hop-A-Long IT Services	\$2,125.00	Accounts Payable
Description	Issue Date	Amount
Invoice #800	04/15/2021	\$125.00
Lenovo Laptops	05/03/2021	\$2,000.00
		\$2,125.00
Payee	Amount	Type
Ideal Linen & Uniform	\$62.68	Accounts Payable
Description	Issue Date	Amount
Invoice # 22022129	04/15/2021	\$62.68
		\$62.68
Payee	Amount	Type
Jamboree Foods	\$491.28	Accounts Payable
Description	Issue Date	Amount
FACS	05/03/2021	\$114.36
Early Childhood	05/03/2021	\$76.69
District	05/03/2021	\$119.58
Almena Food & Milk	05/03/2021	\$168.50
Almena Misc Non Food	05/03/2021	\$12.15
		\$491.28
Payee	Amount	Type
Kelli Hueneke	\$50.78	Accounts Payable
Description	Issue Date	Amount
HDMI Cable for Classroom Projector	04/26/2021	\$21.79
24 AR Medals for fun day	04/26/2021	\$28.99
		\$50.78
Payee	Amount	Type
Kensington Lockers, Inc	\$250.50	Accounts Payable
Description	Issue Date	Amount
Hog Processing	04/26/2021	\$167.00
Hog Processing	04/26/2021	\$83.50
		\$250.50
Payee	Amount	Type
Kowpoke Supply	\$29.99	Accounts Payable
Description	Issue Date	Amount
Strip Surge	05/03/2021	\$29.99
		\$29.99
Payee	Amount	Type
KSHAA	\$24.00	Accounts Payable

Description	Issue Date	Amount
Music Festival Payment	04/28/2021	\$24.00
		\$24.00
Payee	Amount	Type
KSHSAA	\$802.16	Accounts Payable
Description	Issue Date	Amount
Forensics State Championship	04/20/2021	\$48.00
Catastrophic Insurance	05/10/2021	\$254.16
HS Membership Fee	05/10/2021	\$500.00
		\$802.16
Payee	Amount	Type
Long Island Feed and Grain, LLC	\$783.50	Accounts Payable
Description	Issue Date	Amount
LI Diesel	05/10/2021	\$11.04
LI Gas	05/10/2021	\$21.37
Suburban #3	05/10/2021	\$42.58
Van #6	05/10/2021	\$63.54
Suburban #8	05/10/2021	\$136.00
Bus #10	05/10/2021	\$254.14
Bus # 18	05/10/2021	\$254.83
		\$783.50
Payee	Amount	Type
Matheson Tri-Gas Inc.	\$115.91	Accounts Payable
Description	Issue Date	Amount
Invoice # 0023424151	05/03/2021	\$115.91
		\$115.91
Payee	Amount	Type
NASSP	\$480.00	Accounts Payable
Description	Issue Date	Amount
National Honor Society	04/15/2021	\$385.00
National Student Council	04/15/2021	\$95.00
		\$480.00
Payee	Amount	Type
NCKSEC	\$27,380.00	Accounts Payable
Description	Issue Date	Amount
SPED	04/20/2021	\$27,380.00
		\$27,380.00
Payee	Amount	Type

Nex-Tech	\$600.00	Accounts Payable
Description	Issue Date	Amount
Invoice # MA-111147	05/03/2021	\$375.00
Invoice # MA-111148	05/03/2021	\$225.00
		\$600.00
Payee	Amount	Type
Nex-Tech (NExTComm)	\$1,284.68	Accounts Payable
Description	Issue Date	Amount
HS Phone/Fax	05/03/2021	\$488.03
Almena Internet	05/03/2021	\$59.99
LI Internet	05/03/2021	\$71.59
LI Phone/Fax	05/03/2021	\$177.05
GS Phone/Fax	05/03/2021	\$488.02
		\$1,284.68
Payee	Amount	Type
Nex-Tech Wireless, LLC	\$169.33	Accounts Payable
Description	Issue Date	Amount
Almena Cell Phone	05/03/2021	\$47.52
LI Cell Phone	05/03/2021	\$121.81
		\$169.33
Payee	Amount	Type
Normandin	\$870.00	Accounts Payable
Description	Issue Date	Amount
Boiler Repair @ Long Island	04/15/2021	\$335.00
1/15 HP fan motor	04/28/2021	\$150.00
Service Call	04/28/2021	\$85.00
Service Call and 187.50 mileage	04/28/2021	\$300.00
		\$870.00
Payee	Amount	Type
Northwest Kansas Library System	\$72.73	Accounts Payable
Description	Issue Date	Amount
Book Jackets & Tape	04/21/2021	\$72.73
		\$72.73
Payee	Amount	Type
Northwestern Office Supplies	\$1,002.56	Accounts Payable
Description	Issue Date	Amount
Grade School	05/03/2021	\$407.25
High School	05/03/2021	\$356.06
Middle School	05/03/2021	\$239.25

		\$1,002.56
Payee	Amount	Type
Norton Telegram	\$257.75	Accounts Payable
Description	Issue Date	Amount
March Monthly Charges	04/20/2021	\$257.75
		\$257.75
Payee	Amount	Type
NVHS Activity Fund	\$2,500.00	Accounts Payable
Description	Issue Date	Amount
Gates Reimbursement	04/15/2021	\$2,000.00
Transfer Reimbursement	04/15/2021	\$200.00
Reimburse for Andy Avery Presentation	05/10/2021	\$300.00
		\$2,500.00
Payee	Amount	Type
Ostmeyer Inc dba Culligan Soft Water Service	\$73.50	Accounts Payable
Description	Issue Date	Amount
ALMESC	05/10/2021	\$26.25
LIHS	05/10/2021	\$47.25
		\$73.50
Payee	Amount	Type
Phillipsburg High School	\$32.00	Accounts Payable
Description	Issue Date	Amount
Forensics	04/20/2021	\$32.00
		\$32.00
Payee	Amount	Type
Phillipsburg Homestore	\$7.09	Accounts Payable
Description	Issue Date	Amount
Parts for LI mower and tools for LI	04/28/2021	\$7.09
		\$7.09
Payee	Amount	Type
Pitney Bowes	\$372.20	Accounts Payable
Description	Issue Date	Amount
Postage	04/28/2021	\$372.20
		\$372.20
Payee	Amount	Type
Prairie Land Electric Cooperative, Inc.	\$3,057.31	Accounts Payable
Description	Issue Date	Amount

High School	05/10/2021	\$2,183.58
Long Island	05/10/2021	\$687.20
VoAg	05/10/2021	\$186.53
		\$3,057.31
Payee	Amount	Type
Pulis Lock & Key	\$253.00	Accounts Payable
Description	Issue Date	Amount
Mileage	04/26/2021	\$168.00
Service Call/Repair	04/26/2021	\$85.00
		\$253.00
Payee	Amount	Type
Revival Lawn Care	\$3,850.00	Accounts Payable
Description	Issue Date	Amount
Warm Season 1st Application	04/15/2021	\$3,850.00
		\$3,850.00
Payee	Amount	Type
Rexford Forensics	\$40.00	Accounts Payable
Description	Issue Date	Amount
Forensic Fees	04/15/2021	\$40.00
		\$40.00
Payee	Amount	Type
Sawyer's Ace Hardware	\$34.97	Accounts Payable
Description	Issue Date	Amount
Table Fan and Liquid Nails	04/28/2021	\$34.97
		\$34.97
Payee	Amount	Type
School Specialty	\$51.11	Accounts Payable
Description	Issue Date	Amount
Batteries for Sommer	04/15/2021	\$51.11
		\$51.11
Payee	Amount	Type
Smoky Hill - USD 629	\$4,196.30	Accounts Payable
Description	Issue Date	Amount
Xello for High School	04/15/2021	\$1,800.00
127 Students enrolled	04/28/2021	\$846.30
Administrative Services	04/28/2021	\$550.00
Charter Membership	04/28/2021	\$550.00
E-Rate Funding FY21-22 Consulting Fee	04/28/2021	\$450.00

		\$4,196.30
Payee	Amount	Type
USA-Kansas	\$275.00	Accounts Payable
Description	Issue Date	Amount
2021 USA-Kansas Conference	04/26/2021	\$275.00
		\$275.00
Payee	Amount	Type
VISA (VISA1)	\$2,568.97	Accounts Payable
Description	Issue Date	Amount
Mosyle Man	04/28/2021	\$588.50
Amazon	04/28/2021	\$184.47
Amazon Credit Voucher	04/28/2021	(\$146.55)
Insect Lore	04/28/2021	\$27.95
Los Primos Mexican Grill	04/28/2021	\$159.98
Uptown Alley	04/28/2021	\$68.50
Webroot	04/28/2021	\$2.48
Amazon	04/28/2021	\$135.72
Asics	04/28/2021	\$282.31
Champion Teamwear (Golf)	04/28/2021	\$236.88
Postage	04/28/2021	\$66.20
USPS	04/28/2021	\$3.60
Adobe	04/28/2021	\$16.15
Paypal-Ebay	04/28/2021	\$96.96
Subway	04/28/2021	\$192.12
Amazon	04/28/2021	\$29.82
Menards	04/28/2021	\$513.43
Amazon	04/28/2021	\$23.46
Quill-ink cartridge	04/28/2021	\$86.99
		\$2,568.97
Payee	Amount	Type
WESTERN PEST CONTROL Inc	\$130.00	Accounts Payable
Description	Issue Date	Amount
Almena Interior	04/20/2021	\$70.00
Long Island Interior	04/20/2021	\$60.00
		\$130.00
Payee	Amount	Type
Rawlins County High School	\$40.00	Accounts Payable
Description	Issue Date	Amount
Lunch for 5 golfers	05/11/2021	\$40.00
		\$40.00

Payee	Amount	Type
Carpet One	\$4,000.00	Accounts Payable
Description	Issue Date	Amount
First payment of projects. Remainder due upon completion	05/21/2021	\$4,000.00
		\$4,000.00
Payee	Amount	Type
6 Man Association	\$125.00	Accounts Payable
Description	Issue Date	Amount
Mr. Gebhard taking two seniors	06/01/2021	\$125.00
		\$125.00
Payee	Amount	Type
4B Farm, LLC	\$67.50	Accounts Payable
Description	Issue Date	Amount
#4094	06/01/2021	\$67.50
		\$67.50
Payee	Amount	Type
AFPLANSERV	\$17.00	Accounts Payable
Description	Issue Date	Amount
AF assurance and life	06/01/2021	\$17.00
		\$17.00
Payee	Amount	Type
City Of Almena	\$743.84	Accounts Payable
Description	Issue Date	Amount
HS Water	06/01/2021	\$86.00
GS Water	06/01/2021	\$122.80
HS sewer	06/01/2021	\$70.21
GS sewer	06/01/2021	\$140.59
HS trash	06/01/2021	\$200.00
VO Ag	06/01/2021	\$124.24
		\$743.84
Payee	Amount	Type
Engel's Sales & Service, Inc	\$24.90	Accounts Payable
Description	Issue Date	Amount
Bagger window	06/01/2021	\$12.95
Bagger window for Grasshopper	06/01/2021	\$11.95
		\$24.90
Payee	Amount	Type

Envision	\$304.88	Accounts Payable
Description	Issue Date	Amount
24 X 32 1.0 mil	06/01/2021	\$123.20
55 - 60 gallon	06/01/2021	\$181.68
		\$304.88
Payee	Amount	Type
ESGI	\$225.00	Accounts Payable
Description	Issue Date	Amount
12-Month license (max 35 students)	06/01/2021	\$225.00
		\$225.00
Payee	Amount	Type
Kansas Assn Of School Boards	\$400.00	Accounts Payable
Description	Issue Date	Amount
Joining Legal Group to contest high gas prices from Symmetry	06/01/2021	\$400.00
		\$400.00
Payee	Amount	Type
KSHSAA	\$161.00	Accounts Payable
Description	Issue Date	Amount
Regional - Individual (Girls)	06/01/2021	\$30.00
Regionals - Team	06/01/2021	\$25.00
Regionals- Individual (Boys)	06/01/2021	\$66.00
State - Golf	06/01/2021	\$40.00
		\$161.00
Payee	Amount	Type
Lou's Sporting Goods	\$31.20	Accounts Payable
Description	Issue Date	Amount
Track Ribbons	06/01/2021	\$31.20
		\$31.20
Payee	Amount	Type
Mapes & Miller, CPA, LLP	\$7,830.00	Accounts Payable
Description	Issue Date	Amount
Financial Audit and filing fee	06/01/2021	\$7,830.00
		\$7,830.00
Payee	Amount	Type
MCGRAW-HILL	\$1,569.30	Accounts Payable
Description	Issue Date	Amount
Vincent	06/01/2021	\$406.80
Grote	06/01/2021	\$232.20

Gebhard	06/01/2021	\$247.80
Chandler	06/01/2021	\$168.60
Knuth	06/01/2021	\$345.30
Baird	06/01/2021	\$168.60
		\$1,569.30
Payee	Amount	Type
Northern Valley Junior High-L.I.	\$406.51	Accounts Payable
Description	Issue Date	Amount
supplement expenses throughout year	06/01/2021	\$406.51
		\$406.51
Payee	Amount	Type
Northwest Fire Extinguisher	\$356.00	Accounts Payable
Description	Issue Date	Amount
Fire extinguishers	06/01/2021	\$231.00
mileage	06/01/2021	\$10.00
Fire extinguisher inspection	06/01/2021	\$105.00
Mileage	06/01/2021	\$10.00
		\$356.00
Payee	Amount	Type
Pitney Bowes	\$174.24	Accounts Payable
Description	Issue Date	Amount
Payment from email	06/01/2021	\$174.24
		\$174.24
Payee	Amount	Type
Sandra Dole	\$159.94	Accounts Payable
Description	Issue Date	Amount
Supplies from last summer she forgot to submit.	06/01/2021	\$127.82
Supplies from last summer that she forgot to submit	06/01/2021	\$32.12
		\$159.94
Payee	Amount	Type
Scholastic Book Fairs	\$1,719.04	Accounts Payable
Description	Issue Date	Amount
Book Fair totals	06/01/2021	\$1,719.04
		\$1,719.04
Payee	Amount	Type
Scholastic Inc.	\$418.99	Accounts Payable
Description	Issue Date	Amount
Vincent	06/01/2021	\$59.50

Grote	06/01/2021	\$59.50
Gebhard	06/01/2021	\$59.50
Chandler	06/01/2021	\$59.50
Knuth	06/01/2021	\$71.40
Dole	06/01/2021	\$71.50
Shipping and Handling	06/01/2021	\$38.09
		\$418.99

Payee	Amount	Type
Sleep Inn	\$100.00	Accounts Payable

Description	Issue Date	Amount
May 19th end of the year	06/01/2021	\$100.00
		\$100.00

Payee	Amount	Type
WESTERN PEST CONTROL Inc	\$130.00	Accounts Payable

Description	Issue Date	Amount
Demand CS	06/01/2021	\$130.00
		\$130.00

Payee	Amount	Type
Amy McKinney	\$1,000.00	Accounts Payable

Description	Issue Date	Amount
Mentor Pay - Mongeau	05/21/2021	\$1,000.00
		\$1,000.00

Payee	Amount	Type
Cash-Wa Distributing Co Inc	\$3,823.98	Accounts Payable

Description	Issue Date	Amount
Almena food	05/21/2021	\$3,497.55
Almena non	05/21/2021	\$326.43
		\$3,823.98

Payee	Amount	Type
City Of Long Island	\$105.29	Accounts Payable

Description	Issue Date	Amount
Water	05/21/2021	\$44.29
Sewer	05/21/2021	\$40.00
Waste	05/21/2021	\$21.00
		\$105.29

Payee	Amount	Type
ComplianceOne	\$28.00	Accounts Payable

Description	Issue Date	Amount
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Invoice # 280197	05/11/2021	\$28.00
		\$28.00
Payee	Amount	Type
Dealers First Financial L.L.C.	\$455.00	Accounts Payable
Description	Issue Date	Amount
Invoice #157320	05/26/2021	\$130.00
Invoice #157319	05/26/2021	\$325.00
		\$455.00
Payee	Amount	Type
Downtown Car Wash	\$7.65	Accounts Payable
Description	Issue Date	Amount
Unknown vehicle	05/21/2021	\$7.65
		\$7.65
Payee	Amount	Type
Emily Lowry	\$1,376.32	Accounts Payable
Description	Issue Date	Amount
Traveling Teacher mileage (\$0.56 / mile)	05/21/2021	\$376.32
Mentor Pay - Lawhorn	05/21/2021	\$1,000.00
		\$1,376.32
Payee	Amount	Type
Fire Alarm Specialist, Inc	\$1,150.00	Accounts Payable
Description	Issue Date	Amount
Maintenance Agreement / Sensitivity testing	05/21/2021	\$1,150.00
		\$1,150.00
Payee	Amount	Type
Harco Athletic Reconditioning, Inc	\$1,153.00	Accounts Payable
Description	Issue Date	Amount
reconditioning - jaw pads, twist release, etc.	05/21/2021	\$1,153.00
		\$1,153.00
Payee	Amount	Type
Harlan County Journal	\$142.25	Accounts Payable
Description	Issue Date	Amount
April Charges	05/11/2021	\$142.25
		\$142.25
Payee	Amount	Type
Harris School Solutions	\$5,258.06	Accounts Payable
Description	Issue Date	Amount

Laser Voucher	05/21/2021	\$509.50
2021 - 22 Activities and Fund Accounting	05/21/2021	\$4,748.56
		\$5,258.06
Payee	Amount	Type
Hop-A-Long IT Services	\$1,725.00	Accounts Payable
Description	Issue Date	Amount
Henrickson screen replacement	05/21/2021	\$125.00
USD 212 Contract	05/26/2021	\$1,600.00
		\$1,725.00
Payee	Amount	Type
Ideal Linen & Uniform	\$63.62	Accounts Payable
Description	Issue Date	Amount
Invoice # 22025884	05/11/2021	\$63.62
		\$63.62
Payee	Amount	Type
Jill Gebhard	\$1,000.00	Accounts Payable
Description	Issue Date	Amount
Mentor pay - Whitney	05/21/2021	\$1,000.00
		\$1,000.00
Payee	Amount	Type
Jim Cole	\$399.84	Accounts Payable
Description	Issue Date	Amount
Traveling teacher mileage (\$0.56 / mile)	05/21/2021	\$399.84
		\$399.84
Payee	Amount	Type
John Vincent	\$279.72	Accounts Payable
Description	Issue Date	Amount
Jan-May 27x18 5-499 50x 56-	05/26/2021	\$279.72
		\$279.72
Payee	Amount	Type
Kelli Hueneke	\$399.84	Accounts Payable
Description	Issue Date	Amount
Traveling teacher mileage (\$0.56/mile)	05/21/2021	\$399.84
		\$399.84
Payee	Amount	Type
KSHSAA	\$254.16	Accounts Payable
Description	Issue Date	Amount

Basic Catastrophe Medical Policy	05/26/2021	\$254.16
		\$254.16
Payee	Amount	Type
Logan Laser and Printing	\$45.00	Accounts Payable
Description	Issue Date	Amount
Dick Ames Retirement plaque (38 years)	05/21/2021	\$15.00
Salutatorian Plaque	05/21/2021	\$10.00
Valedictorian Plaques	05/21/2021	\$20.00
		\$45.00
Payee	Amount	Type
Marvin Gebhard	\$255.17	Accounts Payable
Description	Issue Date	Amount
FFA Trip Toll Fees	05/26/2021	\$7.00
Fuel Bus #17 FFA trip	05/26/2021	\$113.68
Bus Meeting Meal	05/26/2021	\$134.49
		\$255.17
Payee	Amount	Type
Matheson Tri-Gas Inc.	\$167.25	Accounts Payable
Description	Issue Date	Amount
Rental	05/11/2021	\$167.25
		\$167.25
Payee	Amount	Type
NCKSEC	\$240.50	Accounts Payable
Description	Issue Date	Amount
Non-IEP students	05/21/2021	\$240.50
		\$240.50
Payee	Amount	Type
Nex-Tech (NExTComm)	\$216.90	Accounts Payable
Description	Issue Date	Amount
Almena Cell Phone	05/26/2021	\$47.53
LI Cell Phone	05/26/2021	\$169.37
		\$216.90
Payee	Amount	Type
Phillips County Review	\$54.00	Accounts Payable
Description	Issue Date	Amount
April Charges	05/11/2021	\$54.00
		\$54.00

Payee	Amount	Type
Phillipsburg High School	\$35.00	Accounts Payable
Description	Issue Date	Amount
Entry Fee for Golf	05/11/2021	\$35.00
		\$35.00
Payee	Amount	Type
Rachelle Sander	\$53.50	Accounts Payable
Description	Issue Date	Amount
Deposit for design work	05/26/2021	\$53.50
		\$53.50
Payee	Amount	Type
Rebecca Lawhorn	\$399.84	Accounts Payable
Description	Issue Date	Amount
Traveling teacher mileage (\$0.56 / mile)	05/21/2021	\$399.84
		\$399.84
Payee	Amount	Type
Renaissance	\$2,305.00	Accounts Payable
Description	Issue Date	Amount
Accelerated Reader	05/21/2021	\$735.00
Annual Product Platform	05/21/2021	\$750.00
Discount	05/21/2021	(\$425.00)
Star Math	05/21/2021	\$510.00
Star Reading	05/21/2021	\$735.00
		\$2,305.00
Payee	Amount	Type
School Specialty	\$58.50	Accounts Payable
Description	Issue Date	Amount
Sommer and Sheri Supplies	05/26/2021	\$58.50
		\$58.50
Payee	Amount	Type
Smoky Hill - USD 629	\$227.39	Accounts Payable
Description	Issue Date	Amount
Perkins FY20-21 Reimbursement Consortium Fee	05/11/2021	\$227.39
		\$227.39
Payee	Amount	Type
Sommer Yocum	\$559.44	Accounts Payable
Description	Issue Date	Amount
Jan-May 54x18 5=999x 56=	05/26/2021	\$559.44

		\$559.44
Payee	Amount	Type
Tom's Music House	\$46.79	Accounts Payable
Description	Issue Date	Amount
Repair # 386877	05/11/2021	\$46.79
		\$46.79
Payee	Amount	Type
US Foods-Grand Island	\$3,189.87	Accounts Payable
Description	Issue Date	Amount
Almena	05/21/2021	\$1,925.32
Long Island	05/21/2021	\$993.86
Almena non	05/21/2021	\$158.62
Long Island non	05/21/2021	\$112.07
		\$3,189.87
Payee	Amount	Type
USA-Kansas	\$500.00	Accounts Payable
Description	Issue Date	Amount
Cost to District	05/11/2021	\$500.00
		\$500.00
Payee	Amount	Type
VISA (VISA1)	\$2,896.72	Accounts Payable
Description	Issue Date	Amount
3rd & 4th Grade Field trip	06/02/2021	\$132.00
Clean up day	06/02/2021	\$77.09
Student of the Month lunch	06/02/2021	\$173.01
Teacher Appreciation	06/02/2021	\$21.85
unknown	06/02/2021	\$12.08
Golf Balls for FB fund raiser	06/02/2021	\$205.93
new hurdles	06/02/2021	\$1,153.36
State golf t-shirts	06/02/2021	\$296.00
Mosyle	06/02/2021	\$5.50
Adobe monthly charge	06/02/2021	\$16.15
coffee pot for office	06/02/2021	\$68.47
Dollar General	06/02/2021	\$23.65
Employ Test for new classified hires	06/02/2021	\$149.00
Raburn funeral	06/02/2021	\$67.73
Fuel on field trip	06/02/2021	\$60.00
lawn care items	06/02/2021	\$88.00
used wrong credit card	06/02/2021	(\$87.17)
Batteries for cordless drill	06/02/2021	\$37.98

broom	06/02/2021	\$43.59
Round up	06/02/2021	\$48.81
Bomgars supplies for in-service	06/02/2021	\$42.76
Subway for in-service	06/02/2021	\$159.96
supplies for the in-service	06/02/2021	\$25.99
digital teaching supplies	06/02/2021	\$74.98
		\$2,896.72

Payee	Amount	Type
Almena Lumber & Supply	\$1,583.70	Accounts Payable

Description	Issue Date	Amount
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$55.24
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$220.81
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$114.33
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$78.76
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$70.00
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$80.24
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$123.41
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$99.32
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$170.06
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$54.37
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$117.60
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$27.56
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$10.00
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$21.00
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$8.00
Statement Date 6/1/2021. Expenses for the month of May	06/10/2021	\$333.00
		\$1,583.70

Payee	Amount	Type
ComplianceOne	\$28.00	Accounts Payable

Description	Issue Date	Amount
Statement date 6/8/2021.	06/10/2021	\$28.00
		\$28.00

Payee	Amount	Type
Dealers First Financial L.L.C.	\$460.00	Accounts Payable

Description	Issue Date	Amount
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Invoice number 157783. Invoice date 5/28/21.	06/10/2021	\$460.00
		\$460.00
Payee	Amount	Type
Downtown Car Wash	\$27.72	Accounts Payable
Description	Issue Date	Amount
End of year bus cleanings.	06/10/2021	\$8.50
End of year bus cleanings.	06/10/2021	\$5.80
End of year bus cleanings.	06/10/2021	\$13.42
		\$27.72
Payee	Amount	Type
Flower Patch, The	\$159.00	Accounts Payable
Description	Issue Date	Amount
Statement date 06/01/2021. Invoice number 012120	06/10/2021	\$159.00
		\$159.00
Payee	Amount	Type
Hop-A-Long IT Services	\$1,600.00	Accounts Payable
Description	Issue Date	Amount
Invoice number 823.	06/10/2021	\$1,600.00
		\$1,600.00
Payee	Amount	Type
Ideal Linen & Uniform	\$63.62	Accounts Payable
Description	Issue Date	Amount
Statement date 06/03/2021.	06/10/2021	\$63.62
		\$63.62
Payee	Amount	Type
Jamboree Foods	\$42.84	Accounts Payable
Description	Issue Date	Amount
Statement date 06/01/2021.	06/10/2021	\$42.84
		\$42.84
Payee	Amount	Type
Kathryn Whitney	\$346.92	Accounts Payable
Description	Issue Date	Amount
Mileage reimbursement for January 2021 through May 2021	06/10/2021	\$346.92
		\$346.92
Payee	Amount	Type
Kowpoke Supply	\$719.27	Accounts Payable

Description	Issue Date	Amount
Statement date 5/31/2021.	06/10/2021	\$370.70
Invoice number 372821.	06/10/2021	\$348.57
		\$719.27
Payee	Amount	Type
KSHSAA	\$40.00	Accounts Payable
Description	Issue Date	Amount
State track individual entrance fees.	06/10/2021	\$40.00
		\$40.00
Payee	Amount	Type
Long Island Feed and Grain, LLC	\$794.40	Accounts Payable
Description	Issue Date	Amount
Statement date 5/31/2021.	06/10/2021	\$45.55
Statement date 5/31/2021.	06/10/2021	\$37.14
Statement date 5/31/2021.	06/10/2021	\$17.22
Statement date 5/31/2021.	06/10/2021	\$68.00
Statement date 5/31/2021.	06/10/2021	\$84.00
Statement date 5/31/2021.	06/10/2021	\$91.55
Statement date 5/31/2021.	06/10/2021	\$304.40
Statement date 5/31/2021.	06/10/2021	\$13.98
Statement date 5/31/2021.	06/10/2021	\$132.56
		\$794.40
Payee	Amount	Type
Lou's Sporting Goods	\$69.50	Accounts Payable
Description	Issue Date	Amount
Invoice date 6/1/2021. Junior high track supplies.	06/10/2021	\$69.50
		\$69.50
Payee	Amount	Type
Matheson Tri-Gas Inc.	\$172.36	Accounts Payable
Description	Issue Date	Amount
Invoice number 51807060. Invoice date 5/31/2021.	06/10/2021	\$172.36
		\$172.36
Payee	Amount	Type
NCKSEC	\$40,475.00	Accounts Payable
Description	Issue Date	Amount
SPED June flow through.	06/10/2021	\$40,475.00
		\$40,475.00
Payee	Amount	Type

Nex-Tech (NExTComm)		\$1,273.68	Accounts Payable
Description	Issue Date	Amount	
Statement date 6/1/2021.	06/10/2021	\$334.03	
Statement date 6/1/2021.	06/10/2021	\$358.98	
Statement date 6/1/2021.	06/10/2021	\$175.05	
Statement date 6/1/2021.	06/10/2021	\$71.59	
Statement date 6/1/2021.	06/10/2021	\$334.03	
		\$1,273.68	
Payee		Amount	Type
Northwestern Office Supplies		\$743.01	Accounts Payable
Description	Issue Date	Amount	
Invoice number 635049.	06/10/2021	\$236.52	
Invoice number 635049.	06/10/2021	\$375.23	
Invoice number 635049.	06/10/2021	\$131.26	
		\$743.01	
Payee		Amount	Type
Norton County Solid Waste		\$5.40	Accounts Payable
Description	Issue Date	Amount	
Invoice number 57284.	06/10/2021	\$5.40	
		\$5.40	
Payee		Amount	Type
Norton Telegram		\$401.35	Accounts Payable
Description	Issue Date	Amount	
Statement date 5/31/2021.	06/10/2021	\$401.35	
		\$401.35	
Payee		Amount	Type
Ostmeyer Inc dba Culligan Soft Water Service		\$56.00	Accounts Payable
Description	Issue Date	Amount	
Statement date 5/31/21. Rental water softener payment for May	06/10/2021	\$35.00	
Statement date 5/31/21. Rental water softener payment for May	06/10/2021	\$21.00	
		\$56.00	
Payee		Amount	Type
Prairie Land Electric Cooperative, Inc.		\$2,556.85	Accounts Payable
Description	Issue Date	Amount	
Statement date 06/04/2021.	06/10/2021	\$1,745.94	
Statement date 06/04/2021.	06/10/2021	\$688.64	
Statement date 06/04/2021.	06/10/2021	\$122.27	
		\$2,556.85	

Payee	Amount	Type
Rachelle Sander	\$53.50	Accounts Payable
Description	Issue Date	Amount
Reimbursement for design work on state track t-shirts	06/10/2021	\$53.50
		\$53.50
Payee	Amount	Type
Sawyer's Ace Hardware	\$115.28	Accounts Payable
Description	Issue Date	Amount
Statement date 5/31/2021.	06/10/2021	\$115.28
		\$115.28
Payee	Amount	Type
School Mate	\$378.00	Accounts Payable
Description	Issue Date	Amount
Invoice number IN000551946. Budget planner.	06/10/2021	\$114.00
Invoice number IN000551948.	06/10/2021	\$264.00
		\$378.00
Payee	Amount	Type
Symmetry Energy Solutions, LLc	\$5,000.00	Accounts Payable
Description	Issue Date	Amount
Invoice number 10340804. Invoice date 5/27/2021. Includes percentages	06/10/2021	\$1,150.00
Invoice number 10340804. Invoice date 5/27/2021. Includes percentages	06/10/2021	\$1,750.00
Invoice number 10340804. Invoice date 5/27/2021. Includes percentages	06/10/2021	\$1,700.00
Invoice number 10340804. Invoice date 5/27/2021. Includes percentages	06/10/2021	\$400.00
		\$5,000.00
		\$191,273.90

BASE LEASE

BASE LESSOR: UNIFIED SCHOOL DISTRICT NO. 212, a Kansas School District

**BASE LESSEE: FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS,
a Kansas Banking Corporation**

DATE: JUNE __, 2021

THIS BASE LEASE (The "Base Lease"), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, "Base Lessor"), and the Base Lessee named above (together with its successors, "Base Lessee"),

WITNESSETH:

WHEREAS, in order to carry out the essential governmental and proprietary functions of Base Lessor, the governing body of Base Lessor deems it necessary to acquire and construct the hereinafter defined Improvements; and

WHEREAS, Base Lessor is the owner of the real estate described in **Schedule 1** hereto (the "Land") on which it desires to locate all or a portion of the Improvements; and

WHEREAS, Base Lessee proposes to lease the Land from Base Lessor and to provide funds in the aggregate amount stated in the hereinafter defined Lease to finance and refinance the costs to acquire, construct and install the facilities and related improvements, fixtures, equipment, furnishings and related support facilities described on **Schedule 2** hereto to meet the aforesaid requirements (the "Improvements") and has offered to lease the Land and Improvements (together, the "Project") to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Base Lessee, as Lessor, and Base Lessor, as lessee; and

WHEREAS, Base Lessor desires to lease the Land to Base Lessee for the rentals and upon the terms and conditions herein set forth and to lease the Project from Base Lessee upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

- (a) Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the state in which it is located (the "State");

(b) The lease of the Land to Base Lessee and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby declares its current need for the Project;

(c) Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Improvements on the Land, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Improvements; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interest in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 2. Lease. Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Land on the terms and conditions hereinafter set forth. Base Lessee and Base Lessor acknowledge that this Base Lease is subject to the State of Kansas Contractual Provisions Attachment as herein attached as **Schedule 3**.

Section 3. Term. The term of this Base Lease shall commence as of the date of the delivery hereof, and shall end on the tenth anniversary of such date, unless such term is sooner terminated as hereinafter provided.

Section 4. Rental. As and for rental hereunder and in consideration for the leasing of the Land to Base Lessee, Base Lessee shall:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease; and

(b) Deposit the amount set forth on Schedule 2 in the Project Fund created under the Escrow Agreement dated as of the date hereof among Base Lessee, Base Lessor and the Escrow Agent named therein.

Section 5. Assignments and Subleases. Base Lessee may assign its rights under this Base Lease or sublet the Project without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

Section 6. Termination. This Base Lease shall terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Base Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee's interest in the Project pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an "event of default" under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Base Lessee shall have the right to possession of the Project for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee shall provide Base Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Base Lessor with evidence thereof.

Section 7. Default. Base Lessor shall not have the right to exclude Base Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee's interest in the Project granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Project to Base Lessor pursuant to said option, then Base Lessor shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

Section 8. Quiet Enjoyment. At all times during the term of this Base Lease, Base Lessee shall peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Base Lessor under the Lease.

Section 9. No Merger. No union of the interests of Base Lessor and Base Lessee herein shall result in a merger of this Base Lease and the title to the Land, except as described in **Section 6**.

Section 10. Taxes and Assessments. Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

Section 11. Warranty and Indemnity Regarding Environmental Matters. Base Lessor hereby warrants and represents that (i) there has not been any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release" of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a "facility" (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies shall be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of

whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise. Notwithstanding the foregoing, Base Lessor shall not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

Section 12. Waiver of Personal Liability. All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a corporation, and, to the extent permitted by law; Base Lessor hereby releases each and every director and officer of Base Lessee of and from any personal or individual liability under this Base Lease. No director or officer of Base Lessee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

Section 13. Eminent Domain. (a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of the Base Lessee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, the Base Lessor has the power to condemn property for its purposes, and the Base Lessor acknowledges that if the Base Lessor condemned the project, such action could adversely affect the continuation of this Base Lease. The Base Lessor further acknowledges that condemnation of the Project would adversely affect the Base Lessee and that without the Base Lessee's interest in the Project, the Base Lessee might not lease the Project to the Base Lessor pursuant to the Lease.

The Base Lessor and the Base Lessee have reached agreement on the terms of the acquisition of the Project, at Base Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of the Base Lessee's interest in the Project or rights to its use by the Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If the Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default [as those terms are defined in the Lease]), that action shall constitute an irrevocable determination by the Base Lessor that the Project is not required by it for any public purpose for the term of this Base Lease.

The Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project shall not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, the Base Lessor covenants that it shall cooperate with the Base Lessee and shall take all reasonable actions, including where appropriate the lawful exercise of the Base Lessor's power of eminent domain, in order to quiet title to the Land in the Base Lessor.

Section 14. Leaseback to Base Lessor; Term; Rental. Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Land, and Base Lessee leases to Base Lessor and Base Lessor leases from Base Lessee the Improvements in accordance therewith. Title to the Land shall remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Project.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Notices. All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 17. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

Section 18. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from in action, course of dealing or otherwise.

Section 19. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 20. Execution. This Base Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Base Lease. It is also agreed that separate counterparts of this Base Lease may be executed by Base Lessee and Base Lessor all with the same force and effect as though the same counterpart had been executed by both Base Lessee and Base Lessor.

Section 21. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 22. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 212

By: _____
Name: Kenneth A. Tharman
Title: Superintendent
LESSEE

ATTEST:

Name: _____
Title: Board Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth A. Tharman, Superintendent of UNIFIED SCHOOL DISTRICT NO. 212, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Kansas, who is personally known to me to be such administrator, and who is personally known to me to be the same person who executed, as such administrator, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Printed Name: _____
Notary Public

My commission expires: _____

**FIRST NATIONAL BANK AND TRUST,
PHILLIPSBURG, KANSAS**

By: _____
Name: Greg Saville
Title: CEO
LESSOR

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Saville, CEO of FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Printed Name: _____
Notary Public

My commission expires: _____

SCHEDULE 1
TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

Area 1:

The West One-half (W ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The East One-half (E ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The West One-half (W ½) of Lots One (1), Two (2), and Three (3) in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof. Also a strip of land Seventy (70) feet wide along the west side of the following described land, Commencing at the intersection of the north line of Barclay Street with the west line of Washington Street said point being eighty (80) feet west of the south west corner of Block Numbered Four (4) of Harrison's Addition to the town of Alma according to the record plat thereof, thence running North along the west line of said Washington Street Three Hundred (300) feet; thence west at right angles to said west line Three Hundred (300) feet, thence south parallel with said west line, Three hundred (300) feet to intersect the North line of said Barclay Street Produced West, thence East along said Produced line Three Hundred (300) feet to place of beginning.

Lots Numbered One (1), Two (2) and Three (3), in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block lettered "E" in Leonards Addition to the town of Alma, Norton County, Kansas.

Lots numbered Five (5) and Six (6), in Block lettered "E" in Leonard's Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots Three (3) and Four (4), Block "E" Leonard's Addition to Alma, Norton County, Kansas.

Lots numbered Three (3) and Four (4) in Block "E" of Leonard's Addition to the town of Alma, Norton County, Kansas.

Lots numbered One (1) and Two (2) in Block lettered "E" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Physical Address: 512 W. Bryant, Alma, KS 67622

Area 2:

Commencing at a point sixty (60) feet south from the Southwest corner of Block numbered Nineteen (19) of the Original town of Long Island, Phillips County, Kansas, according to the recorded plat thereof said point being at the intersection of the east line of Topeka Avenue with the South line of Curtis Street of Said town; Thence west along the south line of said Curtis Street Eighty Feet (80); Thence South Four Hundred Ten feet (410); Thence East Eighty feet (80); Thence North Four Hundred Ten feet (410) to the place of beginning.

Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.

ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.

Physical Address: 627 W. Washington Ave., Long Island, KS 67647

**SCHEDULE 2
TO BASE LEASE**

Improvements: The improvements consist of the following described facilities, together with related improvements, fixtures, equipment and furnishings and support facilities:

Type of Facilities: **White Vinyl Energy Guard windows** for the buildings and related improvements and support facilities which will be in compliance with all applicable building and design codes for Northern Valley High School in Almena, Kansas, Almena Elementary School in Almena, Kansas, and Long Island Middle School in Long Island, Kansas

Intended use of Facilities: Education

Deposit to Escrow Fund: \$268,000.00

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 _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and 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.

RESOLUTION

BE IT RESOLVED, that the Board of Unified School District No. 212 has approved the Lease Agreement and all supporting documents, a copy of which attached hereto, with First National Bank and Trust, Phillipsburg, Kansas for the leasing of the building sites described as follows:

The West One-half (W ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The East One-half (E ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The West One-half (W ½) of Lots One (1), Two (2), and Three (3) in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof. Also a strip of land Seventy (70) feet wide along the west side of the following described land, Commencing at the intersection of the north line of Barclay Street with the west line of Washington Street said point being eighty (80) feet west of the south west corner of Block Numbered Four (4) of Harrison's Addition to the town of Alma according to the record plat thereof, thence running North along the west line of said Washington Street Three Hundred (300) feet; thence west at right angles to said west line Three Hundred (300) feet, thence south parallel with said west line, Three hundred (300) feet to intersect the North line of said Barclay Street Produced West, thence East along said Produced line Three Hundred (300) feet to place of beginning.

Lots Numbered One (1), Two (2) and Three (3), in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block lettered "E" in Leonards Addition to the town of Alma, Norton County, Kansas.

Lots numbered Five (5) and Six (6), in Block lettered "E" in Leonard's Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots Three (3) and Four (4), Block "E" Leonard's Addition to Alma, Norton County, Kansas.

Lots numbered Three (3) and Four (4) in Block "E" of Leonard's Addition to the town of Alma, Norton County, Kansas.

Lots numbered One (1) and Two (2) in Block lettered "E" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Commencing at a point sixty (60) feet south from the Southwest corner of Block numbered Nineteen (19) of the Original town of Long Island, Phillips County, Kansas, according to the recorded plat thereof said point being at the intersection of the east line of Topeka Avenue with the South line of Curtis Street of Said town; Thence west along the south line of said Curtis Street Eighty Feet (80); Thence South Four Hundred Ten feet (410); Thence East Eighty feet (80); Thence North Four Hundred Ten feet (410) to the place of beginning.

Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three

hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.

ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.

and improvements thereon in an amount of \$268,000.00 payable in 6 annual payments in the amount of \$44,667.00 due on July 1, 2021 and each July 1 thereafter, with interest due on July 1st and January 1st of each year of the lease, at a lease rate of 1.75% per annum with the first payment being due July 1, 2021.

BE IT FURTHER RESOLVED, that Kenneth A. Tharman, Unified School District No. 212 Superintendent is authorized to execute the Lease Agreement and any and all supporting documents necessary to complete this transaction.

As required by K.S.A. 2006 Supp. 72-8201a, Lessee and the governing body of Lessee will be responsible solely for Lessee's or Lessee's governing body's actions or failure to act under the Lease.

The governing body of Lessee hereby certifies that it has, by the affirmative recorded vote of a majority of the member of the governing body, elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-143a, as amended. The omission of those provisions will not result in the waiving or omission of the provisions of K.S.A. 2006 Supp. 72-8201a or 72-7201b, and the amendments thereto.

RESOLUTION

BE IT RESOLVED, that the Board of Unified School District No. 212 has approved the Standard Form of Agreement Between Owner and Contractor and any and all supporting documents, a copy of which attached hereto, with Energy Guard, for the installation of new windows in the Northern Valley High School and Almena Elementary School, Almena, Kansas, and in the Long Island Middle School, Long Island, Kansas, and located on the following described real estate, to-wit:

The West One-half (W ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Almena, Norton County, Kansas.

The East One-half (E ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Almena, Norton County, Kansas.

The West One-half (W ½) of Lots One (1), Two (2), and Three (3) in Block Lettered "F" in Leonard Addition to the town of Almena, Norton County, Kansas, according to the recorded plat thereof. Also a strip of land Seventy (70) feet wide along the west side of the following described land, Commencing at the intersection of the north line of Barclay Street with the west line of Washington Street said point being eighty (80) feet west of the south west corner of Block Numbered Four (4) of Harrison's Addition to the town of Almena according to the record plat thereof, thence running North along the west line of said Washington Street Three Hundred (300) feet; thence west at right angles to said west line Three Hundred (300) feet, thence south parallel with said west line, Three hundred (300) feet to intersect the North line of said Barclay Street Produced West, thence East along said Produced line Three Hundred (300) feet to place of beginning.

Lots Numbered One (1), Two (2) and Three (3), in Block Lettered "F" in Leonard Addition to the town of Almena, Norton County, Kansas, according to the recorded plat thereof.

Lots numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block lettered "E" in Leonards Addition to the town of Almena, Norton County, Kansas.

Lots numbered Five (5) and Six (6), in Block lettered "E" in Leonard's Addition to the town of Almena, Norton County, Kansas, according to the recorded plat thereof.

Lots Three (3) and Four (4), Block "E" Leonard's Addition to Almena, Norton County, Kansas.

Lots numbered Three (3) and Four (4) in Block "E" of Leonard's Addition to the town of Almena, Norton County, Kansas.

Lots numbered One (1) and Two (2) in Block lettered "E" in Leonard Addition to the town of Almena, Norton County, Kansas, according to the recorded plat thereof.

Commencing at a point sixty (60) feet south from the Southwest corner of Block numbered Nineteen (19) of the Original town of Long Island, Phillips County, Kansas, according to the recorded plat thereof said point being at the intersection of the east line of Topeka Avenue with the South line of Curtis Street of Said town; Thence west along the south line of said Curtis Street Eighty Feet (80); Thence South Four Hundred Ten feet (410); Thence East Eighty feet (80); Thence North Four Hundred Ten feet (410) to the place of beginning.

Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.

ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.

BE IT FURTHER RESOLVED, that Kenneth A. Tharman , Unified School District No. 212 Superintendent is authorized to execute the Standard Form of Agreement Between Owner and Contractor any and all supporting documents for the installation of new windows in the Northern Valley High School and Almena Elementary School, Almena, Kansas, and in the Long Island Middle School, Long Island, Kansas .

As required by K.S.A. 2006 Supp. 72-8201a, Lessee and the governing body of Lessee will be responsible solely for Lessee's or Lessee's governing body's actions or failure to act under the Lease.

The governing body of Lessee hereby certifies that it has, by the affirmative recorded vote of a majority of the member of the governing body, elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-143a, as amended. The omission of those provisions will not result in the waiving or omission of the provisions of K.S.A. 2006 Supp. 72-8201a or 72-7201b, and the amendments thereto.

Triple Pane Krypton Gas Windows
Three Insulated Layer Vinyl Siding

35 Years Experience



Insured & Bonded Licensed
Contractor Serving Kansas,
Oklahoma, Nebraska,
Colorado, Texas

**Proposal for Windows Contract between
Energy Guard and Northern Valley School District
PO Box 217, Alma Kansas 67622**

1. Install White Vinyl Energy Guard windows in Northern Valley High School in Alma, the Alma Elementary School and Long Island Middle School as follows:
 - A. All windows to be double hung
 - B. Glass to be double strength, double Low E with Argon gas and U Value of 25
 - C. Frosted glass to be installed in all restroom and locker room windows
 - D. Tilt in feature for cleaning
 - E. Custom made to fit openings
 - F. Factory Lifetime Warranty to cover:
 1. Frames
 2. Weather stripping
 3. Latches
 4. Balances
 5. All moving parts
 6. No condensation or dirt between panes of glass
 - G. Complete Installation:
 1. All material and labor
 2. Foam sealed
 3. Trimmed out inside and outside
 4. Remove and replace metal exterior trim – white

H. Northern Valley High School:

1. 40 windows on South
2. 26 windows on East
3. 28 windows on West
4. 3 in Hallway

Total in Northern Valley High School: 97 windows

64 Oversized @ \$1400	\$ 89,600.00
33 Regular sized @ \$1050	<u>34,650.00</u>
TOTAL	\$124,250.00

I. Almena Elementary School:

1. 27 windows on South
2. 10 windows on West

Total in Almena Elementary School: 37 windows

37 Regular sized @ \$1050	<u>\$ 38,850.00</u>
TOTAL	\$ 38,850.00

J. Long Island Middle School:

1. 16 windows on North
2. 39 windows on East
3. 18 windows on South

Total in Long Island Middle School: 73 windows

73 Regular sized @ \$1050	<u>\$76,650.00</u>
TOTAL	\$76,650.00

K. Cost for North Valley High School \$ 124,250.00

Cost for Almena Elementary School 38,850.00

Cost for Long Island Middle School 76,650.00

TOTAL Cost for Project \$ **239,750.00**

All materials and labor costs included

All costs for travel and lodging included

L. Payment to be 25% down \$ 59,937.50

M. Balance to be paid upon completion \$ 179,812.50

**N. Project to start within 60 days of
Acceptance of proposal**

- O. Project to be completed within 30 days of start of project
- P. Insurance certifications provided by Energy Guard:
 - Liability Insurance
 - Workman's Compensation Insurance

The Northern Valley School District accepts the above proposal for replacement of windows in Northern Valley High School, Almena Elementary School, and Middle School.

Kenneth A. Tharman 4-22-21
Authorized signer for Northern Valley School District Date

Kenneth A. Tharman
Print name of authorized signer

Tim Henry 4/25/21
Tim Henry, Owner, Energy Guard Date

CUSTODY AGREEMENT
First National Bank and Trust
Trust Department
Phillipsburg Logan Long Island
Smith County Bank - Smith Center
Solomon Valley Bank - Beloit

This CUSTODY AGREEMENT entered into this ____ day of June, 2021, by and between USD # 212, (herein referred to as "OWNER"), and FIRST NATIONAL BANK AND TRUST, a banking corporation headquartered in Phillipsburg, Phillips County, Kansas, (herein referred to as "CUSTODIAN") witnessed:

ARTICLE I
THE INVESTMENT FUND

OWNER has delivered to CUSTODIAN the assets listed in Schedule "A", attached hereto and made a part hereof, the receipt of which is hereby acknowledged by CUSTODIAN. OWNER may, from time to time, deliver to CUSTODIAN other assets, subject to the acceptance by CUSTODIAN. Said assets listed in Schedule "A", such other assets which may be delivered to and accepted by CUSTODIAN and any assets or property collected, purchased, received or acquired by CUSTODIAN for the account of OWNER shall be referred to as the "Investment Fund" and held in an "Investment Fund Account" in the name of OWNER.

The CUSTODIAN shall hold, supervise, and administer the Investment Fund subject to the terms and conditions herein set forth. The CUSTODIAN shall not exercise independent discretion with respect to the Investment Fund, but shall act in accordance with the oral or written direction of the OWNER.

ARTICLE II
POWERS AND DUTIES OF CUSTODY

Section 1. Powers. CUSTODIAN is hereby authorized and empowered to hold, supervise, and administer the securities in the Investment Fund in such manner as CUSTODIAN, deems advisable. Without limitation of the general powers to it herein granted CUSTODIAN is specifically authorized to:

- (a) Hold any securities in negotiable or unregistered form, or to cause any of the securities to be registered in the name of OWNER, in the name of CUSTODIAN as Custodian, in the name of the CUSTODIAN individually (without disclosing the custody relationship) or in the name of a nominee of the CUSTODIAN.
- (b) Collect interest, dividends and other forms of income from the securities in the Investment fund, and to collect the principal of any of the securities having a maturity date

(c) CUSTODIAN is considered the "beneficial owner" of all securities covered by this agreement under SEC rules implementing the Shareholder Communication Act of 1985.

Section 2. Income and sale proceeds. Income and proceeds from the sale of assets shall be retained and reinvested or held for reinvestment by CUSTODIAN, pending direction from OWNER.

Section 3. Principal. The proceeds of any payments for maturing securities, or of any other principal payments, shall be credited to OWNER'S Investment Fund and reinvested or accumulated for reinvestment by CUSTODIAN, pending direction from OWNER.

Section 4. Statements. Quarterly statements will be mailed from CUSTODIAN to OWNER at the address specified. The statement will contain receipts and disbursements, transactions and an inventory of securities in the account for that period. An annual statement will also be provided as of the last day of each calendar year.

ARTICLE III WITHDRAWAL OF ASSETS AND AMENDMENT/TERMINATION OF AGREEMENT

Section 1. Withdrawals. Assets within the Investment Fund may be withdrawn by OWNER upon reasonable written notice to CUSTODIAN. OWNER shall provide a signed, written order or request upon removal of any such assets.

Section 2. Amendment or Termination of Agreement. This agreement may be amended at any time by letter or other written instrument in such manner as may be mutually agreed upon by CUSTODIAN and OWNER. This agreement may be terminated at any time either by CUSTODIAN or OWNER by written notice. CUSTODIAN shall be authorized to execute such endorsements, assignments, and conveyances without recourse or warranty on CUSTODIAN as may be needed or proper to effectuate delivery of the Investment Fund to Owner. CUSTODIAN shall provide to OWNER a receipt for the property so delivered.

ARTICLE IV GENERAL TERMS AND CONDITIONS

Section 1. Ownership and responsibility. It is understood that OWNER is the owner of all property from time to time comprising the Investment Fund and that CUSTODIAN is acting as the Custodian of OWNER designated to supervise and administer the property pursuant to the powers set forth in this agreement.

Section 2. Indemnity of Custodian. CUSTODIAN, its officers, custodians, and employees shall not be liable either in holding property originally delivered to it or in acquiring and afterwards holding additional property, nor for any loss arising out of any investment, nor for any depreciation in the value of any securities, assets or other property in the Investment Fund, nor for any act, or omission to act, performed or omitted by CUSTODIAN, its officers, employees, or custodians in the execution of this agreement in good faith.

Section 3. Safekeeping of Assets. CUSTODIAN shall be responsible for the safekeeping of any securities in the Investment Fund. CUSTODIAN is not liable or responsible for any act or omission to act of any broker or similar custodian employed by CUSTODIAN to affect a transaction on OWNER'S behalf, or for the financial solvency of any such broker or custodian, so long as CUSTODIAN exercises the same care in selecting such broker or custodian as CUSTODIAN employs in handling similar transactions involving its own property.

Section 4. Payment of Income and Taxes. It is understood that OWNER assumes the duty of filing any and all tax reports and returns as well as full responsibility for the payment of all taxes assessed on or with respect to any property in the Investment Fund.

Section 5. Compensation. In consideration of the services to be rendered by CUSTODIAN hereunder, OWNER agrees to pay CUSTODIAN compensation according to CUSTODIAN'S published fee schedule.

Section 6. Residency. OWNER'S residency and present address are as follows:
512 W. Bryant
Almena, KS

This agreement shall bind the heirs, distributees, executors, administrators, legal representatives and assigns of OWNER and shall bind the successors and assigns of CUSTODIAN and all rights and obligations arising hereunder shall be determined according to the laws of the State of Kansas.

PRINCIPAL certifies that PRINCIPAL is of legal age and has full capacity to contract.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

OWNER:
UNIFIED SCHOOL DISTRICT NO. 212

By: _____
Name: Kenneth A. Tharman
Title: Superintendent

CUSTODIAN:
THE FIRST NATIONAL BANK AND TRUST

By: _____
Name: John W. George
Title: Vice-President & Trust Investment Officer

ESCROW AGREEMENT

LESSOR: FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS,
a Kansas Banking Corporation

LESSEE: UNIFIED SCHOOL DISTRICT NO. 212, a Kansas Public School District

ESCROW AGENT: FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG,
KANSAS, a Kansas Banking Corporation

DATE: JUNE __, 2021

THIS ESCROW AGREEMENT, dated as of the date set forth above, by and among the Lessor named above ("Lessor"), the Lessee named above ("Lessee"), and **FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS**, a Kansas banking corporation and state chartered trust company with its principal offices in the State of Kansas, as Escrow Agent (the "Escrow Agent"):

In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to and is hereby made a part of the Lease Purchase Agreement (the "Lease"), dated as of the date hereof, between Lessor and Lessee.
2. Except as otherwise defined herein, all capitalized terms in this Escrow Agreement that are not otherwise defined herein shall have the meanings set forth in the Lease.
3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.
4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth on **Exhibit A** hereto (the "Project Fund") to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement.
5. Lessor shall deposit the amount set forth on **Exhibit A** in the Project Fund at the time of the execution and delivery by Lessor and Lessee of the Lease and this Escrow Agreement. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of a representative of Lessee in Qualified Investments (as hereinafter defined) meeting the requirement specified in the Investment Instructions referred to in **Section 9** of this Escrow Agreement and maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Such investments shall be held by the Escrow Agent in the Project Fund, and any interest earned on such investments shall be deposited in the Project Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; and (vi) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAM-G, AAAM or AAM.

7. Moneys in the Project Fund shall be used to pay for Costs of the Improvements. Payment shall be made from the Project Fund for the Cost of the Improvements upon presentation to the Escrow Agent of a written request and certification in the form attached hereto as **Exhibit B**, executed by Lessee Representative and approved in writing by Lessor, together with invoices for the cost of improvements to be paid, except for costs incurred in connection with the execution and delivery of the Lease and if required by the form attached as **Exhibit B**, the Engineer.

The Escrow Agent may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The Escrow Agent shall make disbursements to pay Costs of the Improvements for which any such request is made within five business days of the receipt of such certificate.

Notwithstanding the foregoing, the Escrow Agent shall not make any disbursements to pay Costs of the Improvements, except for costs incurred in connection with the execution and delivery of the Lease, until Lessee files with the Escrow Agent and Lessor the items listed on **Exhibit A**.

8. The Project Fund shall terminate upon the occurrence of the earlier of (a) the presentation to Lessor and the Escrow Agent of (i) a Completion Certificate, a form of which is attached hereto as **Exhibit D**, (ii) a certificate of an insurance consultant in the form attached hereto as **Exhibit C**, together with certificates of insurance evidencing compliance with **Sections 7.1** of the Lease, and (iii) final occupancy permit(s) respecting the Improvements issued by all appropriate governmental authorities; or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease, that an Event of Default has occurred or that Lessee has terminated the Lease pursuant to **Section 3.3** of the Lease. The Completion Certificate may also state that it is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties. Upon termination as described in (a), any amount remaining in the Project Fund shall immediately be paid to Lessee. Upon termination as described in (b), any amount remaining in the Project Fund shall immediately be paid to Lessor or, *pro rata*, to any assignees or subassignees of Lessor.

9. The Lessee and the Escrow Agent shall comply with the Arbitrage Instructions attached hereto as **Exhibit E**. The Arbitrage Instructions may be amended at any time without the consent of the parties hereto if in the opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments satisfactory to the Lessor, such amendment is necessary or desirable to ensure that the interest components of Rental Payments will remain excluded from gross income for federal income tax purposes.

10. The Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

11. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Project Fund. The Escrow Agent makes no representations or warranties as to the title to the Project or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent makes no representation or admission and assumes no responsibility respecting the ownership, validity, genuineness or value of the fund, instruments, documents, matters or things, or any endorsement or assignment thereof, mentioned in this Escrow Agreement and transaction between the Contractor and the Lessee.

13. The Escrow Agent shall be liable as a depository only and shall not be responsible for the sufficiency or accuracy of the form, execution or validity of the documents herein referred to or deposited hereunder, nor shall it be liable in any respect on account of the identity, authority or rights of the persons executing or delivering, or purporting to execute or deliver any such document, paper, matter or thing.

14. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

15. The decision of the Escrow Agent reached by it in good faith by its officer and/or counsel that the stipulations in this Escrow Agreement have been complied with or not complied with shall be binding upon the parties to this Escrow Agreement and upon all persons

interested in the Project Fund, instrument, documents, matters or things, and the Escrow Agent shall not be liable for any loss, expense, claim or damage that may result or be claimed to result to any such parties) by reason of this Escrow Agreement acting upon the basis of such decision.

16. The Escrow Agent is under no obligation whatsoever to superintend or monitor the Improvements.

17. The Lessee, to the extent permitted by law, shall indemnify and hold the Escrow Agent harmless from any and all loss or damage of whatsoever kind and from any suits, claims or demands, including the Escrow Agent's reasonable legal fees and expenses on account of any matter or thing arising out of this Escrow Agreement or in connection therewith.

18. The Lessee and the Lessor understand and agree that the Escrow Agent is not the agent or representative of either party and this Agreement shall not be construed to make Escrow Agent liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered or provided by them upon the Improvements or for debts or claims accruing to the Lessee or the Lessor against the Improvements, and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between Escrow Agent and any materialman, contractor, subcontractor, craftsman, laborer, or any other persons supplying any work, labor or material in the construction of the Improvements.

19. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Financing Agreement or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

20. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

21. (a) The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$250.00 to be paid by Lessee.

(b) Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Borrower of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Borrower and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

22. The Escrow Agent shall be governed by and construed in accordance with the laws of the State of Kansas.

23. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

25. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

26. All notices, certificates, requests, demands and other communications provided for in this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied, transmitted to that party at its telecopier number set forth below, or, as to each party, at any other address or telecopier number hereafter designated by that party in a written notice to the other parties complying as to delivery with this Section.

Lessee: Unified School District No. 212
512 W. Bryant St.
Almena, KS 67622
Attention: Kenneth A. Tharman, Superintendent
Telephone: (785) 669-2445
Fax: (785) _____

Lessor: First National Bank and Trust
225 State Street
P.O. Box 627
Phillipsburg, Kansas 67661
Telephone (785) 543-6511
Fax (785) 543-6516

Escrow Agent: First National Bank and Trust
225 State Street
P.O. Box 627
Phillipsburg, Kansas 67661
Telephone (785) 543-6511
Fax (785) 543-6516

27. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

UNIFIED SCHOOL DISTRICT NO. 212

Lessee

By: _____

Name: Kenneth A. Tharman

Title: Superintendent

**THE FIRST NATIONAL BANK AND TRUST
PHILLIPSBURG, KS**

Lessee

By: _____

Name: Greg Saville

Title: CEO

**THE FIRST NATIONAL BANK AND TRUST
PHILLIPSBURG, KS**

Escrow Agent

By: _____

Name: John W. George

Title: Vice-President & Trust Investment Officer

**EXHIBIT A
TO THE ESCROW AGREEMENT**

Name of Project Fund: Unified School District No. 212, Project Fund

Deposit to Project Fund: \$268,000.00, the balance to remain in the Project Fund in the amount of \$268,000.00 for Energy Guard Windows at Northern Valley High School in Almena, KS, Almena Elementary School, Almena, KS, and Long Island Middle School, Long Island, KS.

Items required prior to disbursements from Escrow Fund pursuant to Section 7:

- (A) A fully executed copy of the Turnkey Agreement meeting the requirements of **Section 5.1** of the Lease;
- (B) A survey acceptable to Lessor;
- (C) The owner's policy of title insurance required by **Section 7.1** of the Lease;
- (D) A certificate of an insurance consultant in the form attached to the Escrow Agreement as **Exhibit C**, together with certificates of insurance evidencing compliance with the requirements of **Section 7.1(a)** through **(d)** of the Lease.

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**EXHIBIT B
TO THE ESCROW AGREEMENT**

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FORM
PROJECT FUND**

To: First National Bank and Trust
225 State Street, P.O. Box 627
Phillipsburg, Kansas 67661
Attention: John W. George, Vice-President & Trust Officer

Ladies and Gentlemen:

Pursuant to Section 7 of the Escrow Agreement, dated as of June ____, 2021 (the "Escrow Agreement"), among First National Bank and Trust, Phillipsburg, Kansas, Unified School District No. 212 (the "Lessee"), and you, as Escrow Agent, Lessee hereby requests payment in accordance with this request and said Section 7 and hereby states and certifies as follows:

(a) All terms in this request are used with the meanings used in the Escrow Agreement.

(b) The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the Costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.

(c) The amounts requested either have been paid by Lessee, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on Attachment I hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Improvements.

(d) All such materials, equipment or furnishings have been delivered to, and are located on, the Land.

(e) No part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request under the Escrow Agreement.

(f) The amount remaining to be paid from the Project Fund will, after payment of the amounts requested, be sufficient to pay the Costs of the Improvements in accordance with the Construction Contract and the undersigned Engineer's estimate of cost of work on under contract, if any, all in accordance with the Plans and Specifications on file with you.

(g) This certificate contains no request for payment on account of any retained percentage which Lessee is on the date hereof entitled to retain.

(h) There has not been filed with or served upon Lessee any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts requested which has not been released or will not be released simultaneously with the payment of such obligation.

(i) Lien waivers for all services or materials furnished by subcontractors or suppliers related to the amounts requested are attached hereto.

(j) Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

**FIRST NATIONAL BANK AND
TRUST, PHILLIPSBURG, KANSAS**
Lessor

By: _____
Name: Greg Saville
Title: CEO

ENERGY GUARD

By: _____
Name: Tim Henry
Title: Owner

Pursuant to Section 7 of the Escrow Agreement, Lessee hereby states and certifies that (a) each of Lessee's representations contained in the Lease or the Base Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute an Event of Default.

UNIFIED SCHOOL DISTRICT NO. 212
Lessee

By: _____
Name: Kenneth A. Tharman
Title: Superintendent

**FIRST NATIONAL BANK AND
TRUST, PHILLIPSBURG, KANSAS**
Escrow

By: _____
Name: John W. George
Title: Vice-President & Trust Investment Officer

ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT
FROM PROJECT FUND

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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**EXHIBIT C
TO ESCROW AGREEMENT
CERTIFICATE OF INSURANCE CONSULTANT**

_____, 2021

First National Bank and Trust
225 State Street
P.O. Box 627
Phillipsburg, Kansas 67661
Attention: John W. George, Vice-President & Trust Officer

Re: Lease Purchase Agreement, dated as of June ___, 2021 (the "Lease"),
between First National Bank and Trust, Phillipsburg, Kansas and
Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

We have been asked to supply you this Certificate with respect to insurance and bonds maintained by Lessee pursuant to Section 7.1 of the Lease. We have examined Section 7.1 of the Lease and the following policies of insurance:

<u>Coverage</u>	<u>Lease Section</u>	<u>Insurer or Surety</u>	<u>Policy/Bond Number</u>
Property Damage	7.1(a)		
Builder's Risk	7.1(b)		
General Public Liability	7.1(c)		
Automotive Liability	7.1(c)		
Worker's Compensation	7.1(d)		

We hereby certify that Lessee maintains the insurance (other than title insurance and performance bonds) required by Section 7.1 of the Lease and that said insurance complies with the requirements of said Section.

By: _____
Name: _____

**EXHIBIT D
TO ESCROW AGREEMENT
COMPLETION CERTIFICATE**

First National Bank and Trust
225 State Street
P.O. Box 627
Phillipsburg, Kansas 67661
Telephone: (785) 543-6511 Fax: (785) 543-6516

Re: Lease Purchase Agreement, dated as of June ___, 2021 (the "Lease"),
between First National Bank and Trust, Phillipsburg, Kansas and Unified
School District No. 212 ("Lessee")

Ladies and Gentlemen:

Pursuant to Section 8 of the Escrow Agreement, dated as of June ___, 2021 (the "Escrow Agreement"), among First National Bank and Trust, Phillipsburg, Kansas, (Name of Lessee) and First National Bank and Trust, as Escrow Agent, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Escrow Agreement, (b) the Improvements were completed on _____, 20___, (c) all other facilities necessary in connection with the Improvements have been acquired, constructed, equipped and installed, (d) the Improvements and such other facilities have been acquired, constructed, equipped and installed in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all Costs of the Improvements have been paid. This certificate is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties.

Date: _____

UNIFIED SCHOOL DISTRICT NO. 212

ENERGY GUARD

By: _____

By: _____

Pursuant to Section 7 of the Escrow Agreement, Lessee hereby states and certifies that (a) each of Lessee's representations contained in the Lease or the Base Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

UNIFIED SCHOOL DISTRICT NO. 212

By: _____
Lessee Representative

EXHIBIT E

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with §148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest components of Rental Payments paid by the Lessee under the Lease.

Section 1. Temporary Periods/Yield Restriction. The proceeds of the Lease and other amounts deposited in the funds and accounts established under the Lease must be invested as follows:

Project Fund. The proceeds of the Lease deposited in the Project Fund and investment earnings thereon may be invested without yield restriction for three years after the date of the Lease. If any unspent proceeds remain in the Project Fund after three years, such amounts may continue to be invested without yield restriction so long as the Lessee computes and pays to the IRS all yield reduction payments in accordance with Treas. Reg § 1.148-5(c). These payments are required whether or not the Lease is exempt from the arbitrage rebate requirements of Code §148.

Section 2. Opinion of Special Tax Counsel. The requirements of these Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of Gilmore & Bell, P.C. or other nationally recognized bond counsel to the effect that such modifications and amendments will not adversely affect the exclusion from federal gross income of the Rental Payments.

LEASE PURCHASE AGREEMENT

LEASE NUMBER: 40724

LESSOR: **FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KS**
a Kansas Banking Corporation

LESSEE: **UNIFIED SCHOOL DISTRICT NO. 212**, a Kansas Public School District

DATE: **JUNE __, 2021**

THIS LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

WITNESSETH:

WHEREAS, Lessor proposes to take the following actions:

- (a) Lease from Lessee, the real property described in Schedule 1 (the "Land");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on Exhibit A to finance and refinance costs of acquiring, constructing and installing the facilities and related improvements, fixtures, equipment and furnishings and support facilities described on Exhibit B (the "Improvements"), all or a portion of which Improvements will be located on the Land; and
- (c) Lease its interest in the Land and the Improvements (together, the "Project") to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease shall have the following meanings, unless some other meaning is plainly intended:

"Additional Rent" means those payments required to be made by Lessee by Section 4.2.

"Base Lease" means the Base Lease dated as of the date hereof between Lessor and Lessee, as from time to time supplemented or amended in accordance with Section 18 of the Base Lease.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" means the date of completion of the Improvements as that date shall be certified as provided in Section 5.4.

"Construction Contract" means the construction contract for the construction of the Improvements in accordance with the Plans and Specifications.

"Cost" or "Costs" means all reasonable or necessary expenses incidental to the acquisition, construction, installation, repair, alteration, improvement and extension of the Improvements, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

"Engineer" means an individual engineer or firm of engineers selected by the Lessee who or which is not a full-time employee of the Lessee and is approved in writing by Lessor.

"Escrow Agent" means the Escrow Agent under the Escrow Agreement, or any successor Escrow Agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of the date hereof, among Lessor, Lessee and the Escrow Agent.

"Event of Default" or "Default" means any Event of Default as defined in Section 12.1.

"Fiscal Year" means the fiscal year of Lessee for financial and budgetary purposes as set forth on Exhibit B.

"Impositions" means those impositions defined as such in Article VI.

"Improvements" means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described on Exhibit B and referred to in Article V.

"Land" means the real property described in Schedule 1 to this Lease.

"Lease" means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with Article XIII

"Lease Term" means the Original Term and any Renewal Terms.

"Lessee Representative" means the Board Chairman, Superintendent, Asst. Superintendent, Finance Officer or other person or persons at the time designated to act on behalf of Lessee in matters relating to the Escrow Agreement, the Base Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of Lessee Representative.

"Lessor Representative" means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Escrow Agreement, the Base Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessor Representative.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the final Rental Payment Date listed on Exhibit A.

"Net Proceeds" when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys' fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Original Term" means the initial term of this Lease beginning as of the date on which funds to pay the Costs of the Improvements are deposited in the Project Fund and ending on the last day of Lessee's current Fiscal Year.

"Plans and Specifications" means the Plans and Specifications for the Improvements referred to in Section 5.1, any amendments and additions thereto, and any change orders thereto.

"Project" means the project referred to in the recitals of this Lease, including Lessor's interest in the Land and the Improvements.

"Project Documents" means the Base Lease, the Lease, the Escrow Agreement, the Construction Contract and any other agreements, documents or certificates related to the foregoing or the Project.

"Project Fund" means the Project Fund established under the Escrow Agreement.

"Purchase Price" means the amount designated as such on Exhibit A that Lessee may, in its discretion, pay to Lessor to purchase the Project.

"Renewal Terms" means the renewal terms of this Lease during which the Lease Term is extended in accordance with Section 3.2, each having a duration of one year and a term coextensive with Lessee's Fiscal Year except as otherwise provided in said Section 3.2.

"Rental Payment Dates" means the dates during the Lease Term on which Rental Payments are due as set forth on Exhibit A.

"Rental Payments" means those payments required to be made by Lessee by Section 4.1.

"State" means the state in which Lessee is located.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, if requested by Lessee, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America as from time to time in effect.

ARTICLE II **REPRESENTATIONS**

Section 2.1. Representations by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of Kansas with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder;

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project;

(c) The Improvements, when completed in accordance with the Plans and Specifications and the Construction Contract, will result in structurally sound buildings and related improvements and support facilities which will be in compliance with all applicable building and design codes and Lessee's requirements and will result in a facility suitable for the use by Lessee set forth on Exhibit B;

(d) Lessee and the Engineer have estimated, and Lessee believes, that the aggregate of the Costs of the Improvements, constructed in accordance with the Plans and Specifications and the Construction Contract, will not exceed the amount being provided by Lessor under this Lease together with other funds Lessee has available to pay such Costs;

(e) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would

adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition and construction by Lessee of the Improvements; and

(m) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

ARTICLE III **GRANTING PROVISIONS; TERM**

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rentals and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term shall commence as of the date of delivery of this Lease and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term shall not extend beyond the final Rental Payment Date set forth on Exhibit A. Lessee shall be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee shall have terminated this Lease pursuant to Section 3.3 or 10.1. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit A.

Lessee currently intends, subject to the provisions of Section 3.3, to continue this Lease through the Maximum Lease Term and to pay the Rentals hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rentals during the Original Term

and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his power to obtain and maintain funds from which the Rentals may be made, including making provision for such Rentals to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

Section 3.4. Use of Premises. Lessee shall have the right to use the Project for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTALS

Section 4.1. Rentals. Lessee shall promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment, in such amounts as are described on Exhibit A. Lessee shall pay Lessor a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on Exhibit A.

Section 4.2. Additional Rent. Lessee shall pay, subject to the provisions of Section 3.3, as Additional Rent (i) all Impositions (as defined in Article VI); (ii) all amounts required under Section 4.6 or 14.5 and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

Section 4.3. Rentals and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rentals and the Additional Rent and other amounts payable hereunder is subject to the provisions of Section 3.3, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any

applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefore out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rentals and Additional Rent Payable without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of Section 3.3, Lessee covenants and agrees that all payments of Rentals and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rent) without notice or demand without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Improvements shall have been started or completed.

Nothing in this Lease shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Lease that Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rentals and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

Section 4.5. Prepayment of Rentals. Lessee may at any time prepay any amount towards the Rentals provided for hereunder.

Section 4.6. Advances. In the event Lessee shall fail to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefore and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE V

ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS

Section 5.1. Construction of Improvements. Lessee has entered, or will enter, into the Construction Contract providing for the construction of the Improvements and has provided, or will provide immediately upon entering such Construction Contract, a copy of such

Construction Contract to Lessor. Lessee shall cause the Improvements to be acquired, constructed, equipped and installed in accordance with the Plans and Specifications and the Construction Contract as promptly as practicable and with all reasonable dispatch.

Concurrently with the delivery of this Lease, Lessee shall file with Lessor the Plans and Specifications in the form in which they then exist (it being understood that the Plans and Specifications may not be complete at that time), together with a certificate from an Engineer stating (i) that such Plans and Specifications have been prepared in accordance with Lessee's requirements, (ii) that completion of the Improvements in accordance with such Plans and Specifications and the Construction Contract will result in structurally sound improvements which will be in compliance with all applicable building and design codes and Lessee's requirements and result in a facility that is suitable for use by Lessee, (iii) the Engineer's estimate of the amount necessary to pay all the Costs of Improvements in accordance with the Plans and Specifications and the Construction Contract (which shall not be more than the amount being provided by Lessor under this Lease together with other funds Lessee has available to pay such Costs of Improvements) with a breakdown of those Costs in form and detail satisfactory to Lessor, (iv) the schedule for the acquisition, construction and installation of the Improvements, and (v) the Engineer reasonably expects that such schedule will be met. Thereafter pursuant to the requirements of Section 5.3, Lessee shall promptly file the completed Plans and Specifications and such additions and supplements thereto as the same are prepared.

Section 5.2. Payment for Acquisition, Construction, Equipping and Installation of the Improvements. Costs and expenses of every nature incurred in the acquisition, construction, equipping and installation of the Improvements which qualify as Costs of the Improvements shall be paid from the Project Fund in accordance with and subject to the terms and conditions set forth in the Escrow Agreement.

Section 5.3. Changes in the Plans and Specifications or Construction Contract or Modifications of the Improvements. Lessee may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Lease and prior to the Completion Date, may make any changes in or modifications of the Construction Contract and may make any deletions from or substitutions or additions to the Improvements (such completion, changes, modifications, deletions, substitutions and additions being together herein called "change orders"), subject to satisfaction of the following conditions:

- (a) Such change orders do not materially alter the size, scope or character of the Improvements or impair the structural integrity or utility of the Improvements;
- (b) Prior approval of the contractors' surety shall have been obtained;
- (c) Such change order shall not postpone the date by which the Improvements are required to be completed or the amount of liquidated damages resulting from the failure to complete the Improvements by that date without the prior written approval of Lessor; and

(d) To the extent that any change order, together with all prior change orders, will increase the estimated Costs of the Improvements by more than 5%, (i) Lessee shall have set aside in a separate account funds to be used solely to pay Costs of the Improvements and sufficient to pay such excess, (ii) payment of Costs of the Improvements equal to the amount of such excess shall be paid by Lessee directly to the contractors and to the suppliers of materials and services as the same shall become due, (iii) Lessee shall save Lessor whole and harmless from any obligation to pay such excess, and (iv) any such payment by Lessee shall not diminish Lessee's obligation to make Rental Payments or other payments under this Lease.

No change order shall be effective until delivered to Lessor in accordance with the foregoing provisions.

Section 5.4. Completion Date; Excess Funds. The Completion Date shall be evidenced to Lessor and the Escrow Agent upon delivery to the Lessor of a Completion Certificate complying with the requirements of the Escrow Agreement. In the event that any moneys remain in the Project Fund on the Completion Date, such moneys shall be paid to the Lessor and the following adjustments made:

(i) principal components of the last Rental Payment and such other Rental Payments as are necessary shall be reduced by an aggregate amount equal to the amount remaining in the Project Fund, such amount to be applied to the reduction of such principal components in the inverse order of their due dates,

(ii) interest components for the Rental Payments becoming due after the date of such reduction shall be reduced in a manner corresponding to the reduction in principal components using the per annum interest rate at which the interest portions of Rental Payments are calculated, as set forth on Exhibit B, and

(iii) The schedule of Purchase Prices shall be adjusted by reducing each Purchase Price shown by the same percentages as the percentage of aggregate amount of principal component reductions pursuant to clause (i) of this Section.

Section 5.5. Design, Construction and Maintenance of the Improvements. Lessor shall have no responsibility in connection with the selection of the Improvements, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Improvements, their suitability for the use intended by Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Improvements. Lessor shall have no obligation to acquire, construct, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions shall be the obligation of Lessee. Lessor's sole responsibility in connection with the Improvements is to deposit the sum in the Project Fund to pay Costs of the Improvements in accordance with the terms and conditions specified in Section 4(b) of the Base Lease.

Section 5.6. Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and Lessor hereby authorizes Lessee to obtain the customary services furnished

in connection with such warranties, guarantees or other contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any contractor, subcontractor or supplier, and not against Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements.

Section 5.7. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VI **IMPOSITIONS**

Section 6.1. Impositions. Lessee shall bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. Lessee shall have the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee shall hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

ARTICLE VII
INSURANCE; INDEMNITY

Section 7.1. Insurance Required. Lessee shall, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under Section 10.1 (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in Article XI. During acquisition, construction, equipping and installation of the Improvements, Lessee shall cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the acquisition, construction, equipping and installation of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. Such policy or policies of insurance shall name Lessee and Lessor as insureds and loss payees, and all payments received under such policy or policies by Lessee shall be paid over to Lessor;

(c) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which the Lessor shall reasonably request for a combined single limit for bodily injuries and property damage;

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(e) Owner's policy of title insurance, insuring Lessor's leasehold interest under the Base Lease, in the amount set forth on Exhibit B, on the standard ALTA forms, subject only to such exceptions as shall be acceptable to Lessor, with such endorsements and affirmative coverages as may be reasonably required by Lessor, including endorsements respecting zoning and access to public roads and an endorsement deleting the coinsurance provisions of the standard owner's policy, and otherwise in form and substance satisfactory to Lessor and issued by a company acceptable to Lessor and authorized to issue such insurance in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under the Construction Contract or any other contract made in connection with the acquisition and construction of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Lessee will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of Lessee against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to Lessee of any amounts theretofore paid by Lessee and not previously reimbursed to Lessee for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be held by Lessee in a separate account and not commingled with other funds of Lessee and, if received before the Completion Date, shall be deposited in the Project Fund created under the Escrow Agreement or, if received after the Completion Date, shall be appropriated solely for the purpose of paying Rentals under this Lease.

Section 7.3. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the acquisition, construction, equipping and installation of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section

shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

ARTICLE VIII
ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by Lessor. Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel on the subject of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Project shall be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

ARTICLE IX
MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor shall have no responsibility for any repairs, replacements or improvements. In addition, Lessee shall, at its own expense, have the right to renovate and improve any portion of the Improvements or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) shall remain the property of Lessee and shall not be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Improvements nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not

substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request aid at the expense of Lessee.

Section 9.2. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1. Lessee's Option to Purchase the Project. Lessee shall have the option to purchase Lessor's interest in the Project, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date occurring on or after the initial purchase date set forth on Exhibit A, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Project, on the Rental Payment Date Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on Exhibit A to Lessor.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to

exercise Lessee's option to purchase Lessor's interest in the Project pursuant to Section 10.1 represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Improvements, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition, construction, equipping and installation of the Improvements and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition, construction, equipping and installation of the Improvements and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction, equipping and installation of the Improvements were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Project and terminate this Lease as provided in Article X, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, shall be taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed shall be held and appropriated by Lessee for the exclusive purpose of paying Rentals under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee shall promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds shall be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor shall belong to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with Section 11.1, subject to appropriation of sufficient funds, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee shall make any payments pursuant to the provisions in this Section 11.2, Lessee shall not be entitled to any

reimbursement therefore from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of Lessor. Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in Section 11.1 and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor, in no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

ARTICLE XII **DEFAULT PROVISIONS**

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the term "Events of Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project shall be incorrect, untrue or misleading in any material respect;
- (d) Any provision of any Project Document shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Lease or the Base Lease; or
- (e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entity by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee

in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Base Lease, or lease the Project and collect the rentals therefore for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rentals, Additional Rentals and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sub-lessee of the Project, and, provided further, that, in such event, if Lessor shall receive a payment for sale of its interest or total Rentals for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess shall be paid to Lessee either by Lessor, its assigns, or by its sub-lessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient, in order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Maintenance of Tax Exemption.

(a) Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease to be includable in gross income for federal income tax purposes.

(b) Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease.

(c) **Limit on Private Business Use.** Not more than 10% of the proceeds of the Lease will be used for any private business use. Lessee understands that use of the facilities financed with the proceeds of the Lease is treated as use of such proceeds, and use as a member of the general public ("general public use") is not private business use. The Project is intended to be available, and will be reasonably available, for use on the same basis by natural persons not engaged in a trade or business. Lessee understands further that, under the Code and the Regulations.

(1) In general, use under an arrangement that conveys priority rights or other preferential benefits is not general public use.

(2) Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable.

(d) Lessee will use the proceeds of this Lease as soon as practicable and with all reasonable dispatch for the purpose for which this Lease has been executed and delivered. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which would cause this Lease to be or become an "arbitrage bond" within the meaning of Section 148 of the Code and the applicable regulations of the Treasury Department.

(e) Lessee hereby designates this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b) (3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Original Term begins is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Original Term begins without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal

obligations acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

(f) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; this Lease is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Original Term begins is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including this Lease but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the excludability of the interest on this Lease from gross income for federal tax purposes will not be adversely affected.

(g) Upon the occurrence of a Determination of Taxability, (1) Lessee shall pay to Lessor an amount which, after deduction of all taxes, fees or other charges required to be paid in respect of the receipt of such amount under the laws or regulation of the United or an political subdivision or any taxing authority there or therein, is equal to any interest, penalties or addition to federal income tax , which amounts are not deductible for federal income tax purposes, and which are payable by Lessor with respect to the Lease in connection with the Determination of Taxability, (2) Lessee shall pay to Lender the amount of interest, penalties or additions to federal income tax which are deductible for federal income tax purposes and which are payable by Lender with respect to the Bond in connection with the Determination of Taxability, and (3) Borrower shall pay to Lender an amount equal to the difference between (i) interest calculated on the outstanding principal amount of the Bond at the Prime Rate and (ii) the interest otherwise previously earned on the Bond, for the period from the date on which interest on the Bond became includable in gross income for federal income tax purposes.

Section 14.2. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth on Exhibit B. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Project that constitutes personal property shall vest in Lessee subject to Lessor's rights under this Lease and the Base Lease; provided that title thereto shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to Section 10.1 or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other

instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefore and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and shall execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to Sections 3.3 and 4.3, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 14.7. Access to Premises. Lessee agrees that Lessor or any agent or representative of Lessor shall have the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Improvements in the event of failure by Lessee to perform its obligations hereunder.

Section 14.8. Financial Statements. Throughout the Lease Term, Lessee shall deliver to Lessor, as soon as available, a copy of Lessee's annual audited statement of income and expense and Lessee's annual audited balance sheet.

Section 14.9. Title to the Land. Lessee covenants that the title to the Land is and shall remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

Section 14.10. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

**FIRST NATIONAL BANK AND TRUST,
PHILLIPSBURG, KANSAS**

[SEAL]

By: _____

Name: Greg Saville

Title: CEO

LESSOR

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Saville, CEO of FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Printed Name: _____
Notary Public

My commission expires: _____

UNIFIED SCHOOL DISTRICT NO. 212

[SEAL]

By: _____
Name: Kenneth A. Tharman
Title: Superintendent
LESSEE

ATTEST:

Name: _____
Title: Board Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of June, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth A. Tharman , Superintendent of UNIFIED SCHOOL DISTRICT NO. 212, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Kansas, who is personally known to me to be such administrator, and who is personally known to me to be the same person who executed, as such administrator, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Printed Name: _____
Notary Public

My commission expires: _____

SCHEDULE 1
TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

Area 1:

The West One-half (W ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The East One-half (E ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The West One-half (W ½) of Lots One (1), Two (2), and Three (3) in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof. Also a strip of land Seventy (70) feet wide along the west side of the following described land, Commencing at the intersection of the north line of Barclay Street with the west line of Washington Street said point being eighty (80) feet west of the south west corner of Block Numbered Four (4) of Harrison's Addition to the town of Alma according to the record plat thereof, thence running North along the west line of said Washington Street Three Hundred (300) feet; thence west at right angles to said west line Three Hundred (300) feet, thence south parallel with said west line, Three hundred (300) feet to intersect the North line of said Barclay Street Produced West, thence East along said Produced line Three Hundred (300) feet to place of beginning.

Lots Numbered One (1), Two (2) and Three (3), in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block lettered "E" in Leonards Addition to the town of Alma, Norton County, Kansas.

Lots numbered Five (5) and Six (6), in Block lettered "E" in Leonard's Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots Three (3) and Four (4), Block "E" Leonard's Addition to Alma, Norton County, Kansas.

Lots numbered Three (3) and Four (4) in Block "E" of Leonard's Addition to the town of Alma, Norton County, Kansas.

Lots numbered One (1) and Two (2) in Block lettered "E" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Physical Address: 512 W. Bryant, Alma, KS 67622

Area 2:

Commencing at a point sixty (60) feet south from the Southwest corner of Block numbered Nineteen (19) of the Original town of Long Island, Phillips County, Kansas, according to the recorded plat thereof said point being at the intersection of the east line of Topeka Avenue with the South line of Curtis Street of Said town; Thence west along the south line of said Curtis Street Eighty Feet (80); Thence South Four Hundred Ten feet (410); Thence East Eighty feet (80); Thence North Four Hundred Ten feet (410) to the place of beginning.

Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.

ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.

Physical Address: 627 W. Washington Ave., Long Island, KS 67647

EXHIBIT A

TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Date	Lease Balance	Payment	Remaining Bal	Int @ 1.75%
7/1/2021	\$ 268,000.00	\$ 44,667.00	\$ 223,333.00	\$ -
1/1/2021				\$ 1,954.16
7/1/2022	\$ 223,333.00	\$ 44,667.00	\$ 178,666.00	\$ 1,954.16
1/1/2022				\$ 1,563.33
7/1/2023	\$ 178,666.00	\$ 44,667.00	\$ 133,999.00	\$ 1,563.33
1/1/2023				\$ 1,172.49
7/1/2024	\$ 133,999.00	\$ 44,667.00	\$ 89,332.00	\$ 1,172.49
1/1/2024				\$ 781.66
7/1/2025	\$ 89,332.00	\$ 44,667.00	\$ 44,665.00	\$ 781.66
1/1/2025				\$ 390.82
7/1/2026	\$ 44,665.00	\$ 44,665.00	\$ -	\$ 390.82
Interest pmt - July 1 and Jan. 1 same amount., Prin. Annly on July 1.				

EXHIBIT B

TO LEASE PURCHASE AGREEMENT

Lease No. 40724

OTHER PROVISIONS

Improvements: The Improvements consist of the following described facilities, together with related improvements, fixtures, equipment and furnishings and support facilities:

Type of Facilities: Energy Guard Windows at Northern Valley High School in Alma, KS, Alma Elementary School, Alma, KS, and Long Island Middle School, Long Island, KS

Intended use of Facilities: Windows at Northern Valley High School in Alma, KS, Alma Elementary School, Alma, KS, and Long Island Middle School, Long Island, KS

Fiscal Year: Lessee's Fiscal Year currently begins on July 01 of each year.

Delivery Date of Lease: _____

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, Insurance proceeds (including self-insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$268,000.00.
- (b) The annual average effective Interest cost of the Lease is 1.75% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost.
- (d) As required by K.S.A. 2006 Supp. 72-8201a, Lessee and the governing body of Lessee will be responsible solely for Lessee's or Lessee's governing body's actions or failure to act under the Lease.
- (e) The Lease is subject to the State of Kansas Contractual Provisions Attachment as herein **Exhibit B-1**.

The governing body of Lessee hereby certifies that it has, by the affirmative recorded vote of a majority of the members of the governing body, elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended. The omission of those provisions will not result in the waiving or omission of the provisions of K.S.A. 2006 Supp. 72-8201a or 72-8201b, and the amendments thereto.

Interest Rate: The interest portions of Rental Payments are calculated using a per annum interest rate of 1.75% and on the basis of a 365 day year.

Title Insurance: The owner's policy of title insurance required under **Article VII** shall be in the amount of \$268,000.00.

Initial Purchase Date: The initial purchase date for purposes of **Section 10.1(a)** is the date of the delivery of this Lease.

Addresses: The following addresses shall be used as described in Section 14.2, unless changed as described therein:

(a) If to Lessor: First National Bank and Trust
225 State Street
Phillipsburg, KS 67661

(b) If to Lessee: Unified School District No. 212
512 W. Bryant St.
Almena, KS 67622
Attention: Kenneth A. Tharman, Superintendent

Dated: _____

Lessor: **FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KS**

By: _____

Printed Name: Greg Saville, CEO

Lessee: **UNIFIED SCHOOL DISTRICT NO. 212**

By: _____

Printed Name: Kenneth A. Tharman, Superintendent

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. 08-12), 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 _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and 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 contractor 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 contractor may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. (g) If it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contractor may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
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 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.

**EXHIBIT C
TO LEASE PURCHASE AGREEMENT**

Lease No. 40724

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

TO: First National Bank and Trust, Phillipsburg, Kansas

Reference is made to the Lease Purchase Agreement, Base Lease and Escrow Agreement between the undersigned, Unified School District 212, Alma, KS ("Lessee"), and First National Bank and Trust, Phillipsburg, Kansas ("Lessor"), dated June __, 2021 ("Lease") and to the Project as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Project has been delivered to and received by the undersigned; all construction, installation or other work necessary prior to the use thereof has been completed; said Project has been inspected by the architect or the engineer, examined and/or tested and is and is built in accordance with the plans and specifications and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Project has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Project in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Project fails to perform as expected or represented in materials, workmanship or design we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the contractor, vendor, distributor or manufacturer, architect or engineer for recourse.
3. We acknowledge that Lessor is neither the contractor, vendor, architect, engineer nor manufacturer or distributor of the Project or materials and has no control, knowledge or familiarity with the design, construction, workmanship, material, condition, capacity, functioning or other characteristics of the Project.
4. The Legal Address for the Project which is set forth on Schedule 1 to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

LESSEE: UNIFIED SCHOOL DISTRICT NO. 212

BY: Kenneth A. Tharman, Superintendent

WITNESS: _____, Clerk of the Board of Education

DATE: _____

Federal Tax ID# _____

EXHIBIT D
TO LEASE PURCHASE AGREEMENT

Lease No. 40724

I, _____, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the Board of Education of Unified School District No. 212, an agency duly organized and existing under the laws of the State of Kansas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Board of Education at a meeting duly and regularly held and convened in accordance with applicable law on the ____ day of June, 2021.

WHEREAS, the Lessee is entering a Lease Purchase Agreement ("Lease") dated June __, 2021, with First National Bank and Trust, Phillipsburg, Kansas;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with First National Bank and Trust, Phillipsburg, Kansas for a period of 60 months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
Superintendent, USD No. 212	Kenneth A. Tharman	_____

RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this ____ day of June, 2021.

LESSEE: UNIFIED SCHOOL DISTRICT NO. 212
Witnessed by:

X _____
_____, Clerk of the Board of Education Federal Tax ID# _____

OPINION OF COUNSEL
Lease No. 40724

June __, 2021

Re: Lease Purchase Agreement No. 40724, dated June __, 2021 (the "Lease"), between First National Bank and Trust, Phillipsburg, Kansas ("Lessor") and Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, (b) Base Lease and (c) Escrow Agreement which, among other things, provides for the construction and financing by the Lessee of the Project, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to finance and construct the Project and to execute and deliver the Lease, Base Lease and Escrow Agreement and to perform its obligations under the Lease, Base Lease and Escrow Agreement.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Project.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as Unified School District No. 212 is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

Luke Sobba, Attorney
Kansas Association of School Boards

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Lease No. 40724

June __, 2021

First National Bank and Trust
225 State Street
Phillipsburg, KS 67661

Re: State and Municipal Lease/Purchase Agreement No.40724, dated June __, 2021 (the "Lease"), between First National Bank and Trust, Phillipsburg, Kansas ("Lessor") and Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Project described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all of the Project when completed, which need is not temporary or expected to diminish in the foreseeable future. The Project will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Project will be used by us to be used as follows:

For new Energy Guard windows at Northern Valley High School in Alma, KS, Alma Elementary School, Alma, KS, and Long Island Middle School, Long Island, KS and Lease #40724 with First National Bank and Trust..

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is capital outlay funds.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Sufficient resources exist and provisions in the Budget of Unified School District No. 212 have been made to accommodate the future payments.

Very truly yours,

LESSEE: UNIFIED SCHOOL DISTRICT NO. 212

BY: Kenneth A. Tharman, Superintendent

WITNESS: _____, Clerk of the Board of Education

Proof of Insurance

Insurance Agent Name: Glenn Brands
Agency Name: Equity Bank
Address: 302 E. Holme St., Norton, KS 67654
Phone Number: (785) 669-2486
E-Mail: _____

Ladies and Gentlemen:

Please add First National Bank and Trust, Phillipsburg, Kansas, as both sole loss payee under property insurance covering the Project listed on attached Exhibit A and additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

First National Bank and Trust
225 State Street
P.O. Box 627
Phillipsburg, Kansas 67661
Phone # (785) 543-6511
Fax # (785) 543-6516

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: **UNIFIED SCHOOL DISTRICT NO. 212**

By: _____

Printed Name: Kenneth A. Tharman, Superintendent

Date: _____, 2021

NOTICE OF LEASE

Public notice is hereby given that Unified School District No. 212, a school district existing under the laws of the State of Kansas (the "Lessor"), has leased to First National Bank and Trust, Phillipsburg, Kansas (the "Lessee"), the property located in Norton County, Kansas, described in attached Exhibit A (the "Project") by Base Lease dated June __, 2021 (the Lease).

The Lease expires _____, 20___. A copy of the Lease is on file with the clerk of the Lessor.

Executed by the parties hereto on this ____ day of June, 2021.

LESSOR:

UNIFIED SCHOOL DISTRICT NO. 212

By: _____

Name: **Kenneth A. Tharman**

Title: Superintendent

ATTEST:

Name: _____
Title: Board Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Kenneth A. Tharman, Superintendent of **UNIFIED SCHOOL DISTRICT NO. 212**, a body politic and

corporate duly authorized incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such administrator, and who is personally known to me to be the same person who executed, as such administrator, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

LESSEE:

**FIRST NATIONAL BANK AND TRUST,
PHILLIPSBURG, KANSAS**

By: _____
Name: Greg Saville
Title: CEO

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned a Notary Public in and for the County and State of aforesaid, came Greg Saville, CEO of **FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS**, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the executions of the same to the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

EXHIBIT A

The West One-half (W ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The East One-half (E ½) of Lots Four (4), Five (5), and Six (6) in Block Numbered F in Leonard's Addition to the City of Alma, Norton County, Kansas.

The West One-half (W ½) of Lots One (1), Two (2), and Three (3) in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof. Also a strip of land Seventy (70) feet wide along the west side of the following described land, Commencing at the intersection of the north line of Barclay Street with the west line of Washington Street said point being eighty (80) feet west of the south west corner of Block Numbered Four (4) of Harrison's Addition to the town of Alma according to the record plat thereof, thence running North along the west line of said Washington Street Three Hundred (300) feet; thence west at right angles to said west line Three Hundred (300) feet, thence south parallel with said west line, Three hundred (300) feet to intersect the North line of said Barclay Street Produced West, thence East along said Produced line Three Hundred (300) feet to place of beginning.

Lots Numbered One (1), Two (2) and Three (3), in Block Lettered "F" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block lettered "E" in Leonard's Addition to the town of Alma, Norton County, Kansas.

Lots numbered Five (5) and Six (6), in Block lettered "E" in Leonard's Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

Lots Three (3) and Four (4), Block "E" Leonard's Addition to Alma, Norton County, Kansas.

Lots numbered Three (3) and Four (4) in Block "E" of Leonard's Addition to the town of Alma, Norton County, Kansas.

Lots numbered One (1) and Two (2) in Block lettered "E" in Leonard Addition to the town of Alma, Norton County, Kansas, according to the recorded plat thereof.

NOTICE OF LEASE

Public notice is hereby given that Unified School District No. 212, a school district existing under the laws of the State of Kansas (the "Lessor"), has leased to First National Bank and Trust, Phillipsburg, Kansas (the "Lessee"), the property located in Phillips County, Kansas, described in attached Exhibit A (the "Project") by Base Lease dated June __, 2021 (the Lease).

The Lease expires _____, 20__. A copy of the Lease is on file with the clerk of the Lessor.

Executed by the parties hereto on this ____ day of June, 2021.

LESSOR:

UNIFIED SCHOOL DISTRICT NO. 212

By: _____
Name: **Kenneth A. Tharman**
Title: Superintendent

ATTEST:

Name: _____
Title: Board Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Kenneth A. Tharman, Superintendent of **UNIFIED SCHOOL DISTRICT NO. 212**, a body politic and

corporate duly authorized incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such administrator, and who is personally known to me to be the same person who executed, as such administrator, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

LESSEE:

**FIRST NATIONAL BANK AND TRUST,
PHILLIPSBURG, KANSAS**

By: _____
Name: Greg Saville
Title: CEO

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2021, before me, the undersigned a Notary Public in and for the County and State of aforesaid, came Greg Saville, CEO of **FIRST NATIONAL BANK AND TRUST, PHILLIPSBURG, KANSAS**, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the executions of the same to the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

EXHIBIT A

Commencing at a point sixty (60) feet south from the Southwest corner of Block numbered Nineteen (19) of the Original town of Long Island, Phillips County, Kansas, according to the recorded plat thereof said point being at the intersection of the east line of Topeka Avenue with the South line of Curtis Street of Said town; Thence west along the south line of said Curtis Street Eighty Feet (80); Thence South Four Hundred Ten feet (410); Thence East Eighty feet (80); Thence North Four Hundred Ten feet (410) to the place of beginning.

Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.

ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.

2021-2022 Negotiations Proposal #1

Bargaining Item: Salary

A. We propose staff receive their vertical and horizontal movements on the salary schedule.

~~B. We propose a raise in the base salary of \$500 from \$33,500 to \$34,000.~~

Hilary Van Patten

Alessia Kraft

2021-2022 Negotiations Proposal #2

Bargaining Item: Hours and Amounts of Work

- A. We propose the language in the Negotiated Agreement (Article 3, Section 8) be changed from:

Original: "When the office requests a teacher to cover a class, during their planning time for another teacher, the teacher covering will be paid at a rate equal to the current substitute pay rate. If the teacher substitutes for one full period, they will be paid one-eighth (1/8) of the substitute daily pay rate. If the teacher substitutes for one-half (1/2) of a period, they will be paid one-sixteenth (1/16) of the substitute daily pay rate. The teacher and the period they cover needs to be listed on the absentee sheet.

to:

Proposed: "When the office requests a teacher to cover a class, during their planning time for another teacher, the teacher covering **will have the option to** be paid at a rate equal to the current substitute pay rate **or receive the same amount of time as PTO**. If the teacher substitutes for one full period, they will be paid one-eighth (1/8) of the substitute daily pay rate **or one hour of PTO**. If the teacher substitutes for one-half (1/2) of a period, they will be paid one-sixteenth (1/16) of the substitute daily pay rate **or one-half hour of PTO**. The teacher and the period they cover needs to be listed on the absentee sheet.

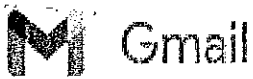


To Mr. Tharman and the USD 212 School Board,

As of June 7th, 2021 I am putting my resignation in for my position as high school assistant track coach. I absolutely appreciate the opportunity to be a part of this amazing team. I truly enjoyed my experience and would love to do it again once day. However, I need to be more present for my own children as they are growing up and activities are becoming more and more frequent. I truly thank you all for allowing me to have this experience.

Thank you all! I wish the team all the best in the future!

Katie Grote 6/7/21



Ken Tharman <ktharman@nvhuskies.org>

Open Supplementals

11 messages

Ken Tharman <ktharman@nvhuskies.org> Thu, May 13, 2021 at 9:32 AM

To: Alissa Krafft <akrafft@usd212.com>, Amy Chandler <achandler@usd212.com>, Amy McKinney <amckinney@usd212.com>, Angie Knuth <aknuth@usd212.com>, Cindy Mordecai <cmordecai@usd212.com>, Emily Lowry <elowry@usd212.com>, Hannah Mongeau <hmongeau@usd212.com>, Jessica Reeves <jreeves@usd212.com>, Jill Gebhard <jgebhard@usd212.com>, Jim Cole <jcole@usd212.com>, Katie Grote <kgrote@usd212.com>, Kelli Hueneke <khueeneke@usd212.com>, Kirsten Baird <kbaird@usd212.com>, Matt Nylund <mnylund@nvhuskies.org>, Mitch Pugh <mpugh@nvhuskies.org>, Sandra Dole <sdole@usd212.com>, Tami Dubois <tdubois@usd212.com>, Tammy Vincent <tvincent@usd212.com>, Terry Logemann <tlogemann@usd212.com>, Alissa Krafft <akrafft@nvhuskies.org>, Amy Chandler <achandler@nvhuskies.org>, Amy McKinney <amckinney@nvhuskies.org>, Angie Knuth <aknuth@nvhuskies.org>, Cindy Mordecai <cmordecai@nvhuskies.org>, Emily Lowry <elowry@nvhuskies.org>, Hannah Mongeau <hmongeau@nvhuskies.org>, Jessica Reeves <jreeves@nvhuskies.org>, Jill Gebhard <jgebhard@nvhuskies.org>, Jim Cole <jcole@nvhuskies.org>, Katie Grote <kgrote@nvhuskies.org>, Kelli Hueneke <khueeneke@nvhuskies.org>, Kirsten Baird <kbaird@nvhuskies.org>, Mitch Pugh <M_Pugh07@hotmail.com>, Sandra Dole <sdole@nvhuskies.org>, Tammy Vincent <tvincent@nvhuskies.org>, Terry Logemann <tlogemann@nvhuskies.org>, Marvin Gebhard <mgebhard@nvhuskies.org>

Ladies and Gentlemen,
Please find the updated list of open supplemental positions.
If you are interested in any please let me know.
JH Head Volleyball - just opened

HS Head Girls Basketball

HS Scholars Bowl Coach

Jr. Class Concessions (Co)

Sr. Class Sponsor (Co)

HS Golf

National Honor Society - just opened

Kelli - NHS

Hannah - NHS

Emily - NHS

*Caris
Mitch - HS Mt. St. Scholastic Bowl
Golf*

*Jessie - JH Head VBS
NHS
Sr./Sr. Class?*

Ken Tharman <ktharman@nvhuskies.org> Thu, May 13, 2021 at 9:33 AM

To: Jessie Thalheim <jessie.thalheim@gmail.com>, Sarah Rudd <sarahrudd@hotmail.com>

[Quoted text hidden]

Kelli Hueneke <khueeneke@nvhuskies.org> Thu, May 13, 2021 at 9:34 AM

To: Ken Tharman <ktharman@nvhuskies.org>

Ken,
I would be interested in the NHS position.
Please put my name in the 'hat' for possibilities. 😊

Thanks,
Kelli

[Quoted text hidden]

hmongeau@usd212.com <hmongeau@usd212.com> Thu, May 13, 2021 at 9:41 AM

Reply-To: "hmongeau@usd212.com" <hmongeau@usd212.com>
To: Ken Tharman <ktharman@nvhuskies.org>

Hi,
I would be interested in National Honor Society. I was an NHS member when I was in high school and I enjoyed that experience. I think I would enjoy the opportunity to be lead and support our students in an academic extracurricular, just like I enjoy leading and supporting students in our athletic manner on the court. I've always thought NHS has the ability to truly highlight students who exceed academically and I think we could do some really awesome things through the group.

Thank you!

Mrs. Hannah Mongeau
USD 212- Northern Valley High School
9-12 English Language Arts

On Thu May 13 2021 09:32:12 GMT-0500 (Central Daylight Time) Ken Tharman <ktharman@nvhuskies.org> wrote:
----- Original Message -----

[Quoted text hidden]

Mitch Pugh <m_pugh07@hotmail.com>
To: Ken Tharman <ktharman@nvhuskies.org>

Thu, May 13, 2021 at 9:48 AM

Ken,
I'd be interested in HS girl's basketball, scholars bowl, and golf.
Thanks,
Mitch

Get Outlook for Android

From: Ken Tharman <ktharman@nvhuskies.org>

Sent: Thursday, May 13, 2021 9:32:12 AM

To: Alissa Krafft <akrafft@usd212.com>; Amy Chandler <achandler@usd212.com>; Amy McKinney <amckinney@usd212.com>; Angie Knuth <aknuth@usd212.com>; Cindy Mordecai <cmordecai@usd212.com>; Emily Lowry <elowry@usd212.com>; Hannah Mongeau <hmongeau@usd212.com>; Jessica Reeves <jreeves@usd212.com>; Jill Gebhard <jgebhard@usd212.com>; Jim Cole <jcole@usd212.com>; Katie Grote <kgrote@usd212.com>; Kelli Hueneke <khueeneke@usd212.com>; Kirsten Baird <kbaird@usd212.com>; Matt Nylund <mnylund@nvhuskies.org>; Mitch Pugh <mpugh@nvhuskies.org>; Sandra Dole <sdole@usd212.com>; Tami Dubois <tdubois@usd212.com>; Tammy Vincent <tvincent@usd212.com>; Terry Logemann <tlogemann@usd212.com>; Alissa Krafft <akrafft@nvhuskies.org>; Amy Chandler <achandler@nvhuskies.org>; Amy McKinney <amckinney@nvhuskies.org>; Angie Knuth <aknuth@nvhuskies.org>; Cindy Mordecai <cmordecai@nvhuskies.org>; Emily Lowry <elowry@nvhuskies.org>; Hannah Mongeau <hmongeau@nvhuskies.org>; Jessica Reeves <jreeves@nvhuskies.org>; Jill Gebhard <jgebhard@nvhuskies.org>; Jim Cole <jcole@nvhuskies.org>; Katie Grote <kgrote@nvhuskies.org>; Kelli Hueneke <khueeneke@nvhuskies.org>; Kirsten Baird <kbaird@nvhuskies.org>; Mitch Pugh <M_Pugh07@hotmail.com>; Sandra Dole <sdole@nvhuskies.org>; Tammy Vincent <tvincent@nvhuskies.org>; Terry Logemann <tlogemann@nvhuskies.org>; Marvin Gebhard <mgebhard@nvhuskies.org>

Subject: Open Supplementals

[Quoted text hidden]

Jessie Thalheim <jessie.thalheim@gmail.com>
To: Ken Tharman <ktharman@nvhuskies.org>

Thu, May 13, 2021 at 4:28 PM

Good Afternoon!!

I would love to be considered for the Jr. High Head Volleyball Coach's Position and for the National Honor Society position.

What are the duties for the Jr. Class Concessions and Senior Class Sponsor??

[Quoted text hidden]

Ken Tharman <ktharman@nvhuskies.org>
To: Kelli Hueneke <khueeneke@nvhuskies.org>

Thu, May 13, 2021 at 4:36 PM

will do

[Quoted text hidden]

Ken Tharman <ktharman@nvhuskies.org>
To: "hmongeau@usd212.com" <hmongeau@usd212.com>

Thu, May 13, 2021 at 4:41 PM

I will P
Thank you
[Quoted text hidden]

Ken Tharman <ktharman@nvhuskies.org>
To: Jessie Thalheim <jessie.thalheim@gmail.com>

Thu, May 13, 2021 at 4:46 PM

Jessie,
I will put your name in for the JH VB and NHS positions.....

The Jr. Class concessions and Senior class sponsor.
(Becky Delimit is the Co - sponsor for both of these)
To be honest... I would ask you to send her an email in regards to what all they do.
I know concessions is just that raising money with the concession stand all year to pay for prom.

Senior class sponsor is making sure they get diplomas, tassels, etc ordered and ensuring they get things prepared for Homecoming,
Prom, and graduation.
[Quoted text hidden]

Ken Tharman <ktharman@nvhuskies.org>
To: Mitch Pugh <mpugh07@hotmail.com>

Thu, May 13, 2021 at 4:47 PM

Mitch,
I will put your name in the hat thanks,
[Quoted text hidden]

Emily Lowry <elowry@usd212.com>
To: Ken Tharman <ktharman@nvhuskies.org>

Mon, May 17, 2021 at 7:28 AM

I would be interested in NHSI

From: Ken Tharman [mailto:ktharman@nvhuskies.org]
Sent: Thursday, May 13, 2021 9:32 AM
To: Alissa Krafft <akrafft@usd212.com>; Amy Chandler <achandler@usd212.com>; Amy McKinney <amckinney@usd212.com>;
Angie Knuth <aknuth@usd212.com>; Cindy Mordecai <cmordecai@usd212.com>; Emily Lowry <elowry@usd212.com>; Hannah
Mongeau <hmongeau@usd212.com>; Jessica Reeves <jreeves@usd212.com>; Jill Gebhard <jgebhard@usd212.com>; Jim Cole
<jcole@usd212.com>; Katie Grote <kgrote@usd212.com>; Matt Nylund <mnylund@nvhuskies.org>; Kelli Hueneke <khueke@usd212.com>; Kirsten Baird
<kbaird@usd212.com>; Tami Dubois <tdubois@usd212.com>; Mitch Pugh <mpugh@nvhuskies.org>; Kirsten Baird
<sdole@usd212.com>; Alissa Krafft <akrafft@nvhuskies.org>; Tammy Vincent <tvincent@usd212.com>; Sandra Dole
<tlogemann@usd212.com>; Angie Knuth <aknuth@nvhuskies.org>; Amy Chandler <achandler@nvhuskies.org>; Terry Logemann
<amckinney@nvhuskies.org>; Hannah Mongeau <hmongeau@nvhuskies.org>; Cindy Mordecai <cmordecai@nvhuskies.org>; Amy McKinney
<elowry@nvhuskies.org>; Jim Cole <jcole@nvhuskies.org>; Jessica Reeves <jreeves@nvhuskies.org>; Emily Lowry
<jgebhard@nvhuskies.org>; Kirsten Baird <kbaird@nvhuskies.org>; Katie Grote <kgrote@nvhuskies.org>; Jill Gebhard
<khueke@nvhuskies.org>; Tammy Vincent <tvincent@nvhuskies.org>; Mitch Pugh <M_Pugh07@hotmail.com>; Sandra Dole
<sdole@nvhuskies.org>; Terry Logemann <tlogemann@nvhuskies.org>; Marv
Subject: Open Supplementals

Ladies and Gentlemen,
[Quoted text hidden]



EMC Insurance Companies
 245 N Waco St Ste 330
 Wichita, KS 67202-1116
 www.emcins.com

USD 212 NORTHERN VALLEY
PO BOX 217
ALMENA, KS 67622-0217
 06/30/2021 to 06/30/2022
 Prepared on 05/17/2021
Quote Valid Through 06/30/2021

Account Summary
Quote Account Number: X389710
Option 001

Prior Account Number: 1X12369

Commercial Property (A-05)		\$	38,636.00
General Liability (Occurrence) (D-02)		\$	1,238.00
Linebacker - Claims Made (K-02)		\$	3,352.00
CyberSolutions (Q-01)		\$	514.00
Data Compromise and Identity Recovery Premium	258.00		
Cyber Premium	256.00		
Commercial Inland Marine (C-01)		\$	1,441.00
Business Auto (E-02)		\$	<u>16,302.00</u>
Total Account Premium Estimate		\$	61,483.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Boxler Ins Agency, Inc
 108 N 1st Ave
 Norton, KS 67654-1912
 785-877-5128

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NO: A389710-05

Q U O T A T I O N - C O M M E R C I A L P R O P E R T Y

QUOTATION IS VALID: FROM 05/10/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R : P R E S E N T E D B Y
USD 212 NORTHERN VALLEY BOXLER INS AGENCY, INC
PO BOX 217 108 N 1ST AVE
ALMENA KS 67622-0217 NORTON KS 67654-1912

DIRECT BILL AGENT: AL 6752
AGENT PHONE: (785)877-5128
INSURED IS:NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

Table with 2 columns: COVERAGES PROVIDED and PREMIUM. Rows include: SCHOOLS - PROPERTY OFF PREMISES AND IN TRANSIT (\$ 320.00), BLANKET 001 - SEE SCHEDULE FOR DESCRIPTION (\$ 38,316.00), and TOTAL PROPERTY PREMIUM (\$ 38,636.00).

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: A389710-05

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y P O L I C Y
Q U O T E

=====
ENDORSEMENT SCHEDULE
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CP0090	07-88	COMMERCIAL PROPERTY CONDITIONS	
*CP0101	06-19	KANSAS CHANGES	
*CP0140	07-06	EXCL OF LOSS DUE TO VIRUS/BACTERIA	
*CP0320	04-18	MULTIPLE DEDUCTIBLE FORM	
*CP1036	10-12	LIMITATION ON COV FOR ROOF SURFACING LOC/BLDG: 001/001 Paragraph B Applies LOC/BLDG: 002/001 Paragraph B Applies LOC/BLDG: 002/002 Paragraph B Applies LOC/BLDG: 006/001 Paragraph B Applies LOC/BLDG: 008/001 Paragraph B Applies	
*CP1075	12-20	CYBER INCIDENT EXCLUSION	
*CP7001A	02-12	COMMERCIAL PROPERTY SCHEDULE	
*CP7003A	02-12	SCHEDULE OF LOCATIONS	
*CP7123	10-20	BUILDING AND PERS PROP - SCHOOL	
*CP7123.10	01-18	SCHOOL FLOOD COVERAGE ENDORSEMENT	
*CP7123.11	04-16	SCHOOL EARTHQUAKE/VOLCANIC ERUPTION	
*CP7123.4	10-20	SCHOOL QUICK REFERENCE	
*CP7173	12-19	CANNABIS EXCLUSION	
*CP7358	02-17	EQUIPMENT BREAKDOWN COVERAGE	
*CP8011	12-19	POLICYHOLDER NOTICE	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0160	01-16	KS CHGS/CONCEALMENT, MISREPRSNT, FRAUD	
*IL0261	09-07	KS CHANGES - CANCELLATION/NONRENEWAL	
*IL0952	01-15	CAP/LOSSES/CERTIFD ACTS OF TERRORISM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7306	08-98	EXCLUSION OF CERTAIN COMPUTER LOSSES	
*IL7604	01-19	KANSAS COMPANY ELIMINATION	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 255
*IL8384A	01-08	TERRORISM NOTICE	

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: A389710-05
EFF DATE: 06/30/21 EXP DATE: 06/30/22

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: A389710-05
EFF DATE: 06/30/21 EXP DATE: 06/30/22

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

S C H E D U L E

Terrorism Premium (Certified Acts) \$255.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

BLANKET COVERAGE APPLIES ONLY AS INDICATED BY AN ENTRY BELOW:

Blanket: 001 Buildings At Locs: 008
Property In the Open at Locs:003, 004, 005, 007
Combined Building(s) and Personal Property at Locs: 001, 002
Combined Building(s), Personal Property and Property in
the Open at Locs: 006

Blanket Limit of Insurance: \$ 12,729,499 Coinsurance: 90%

=====
Loc 001 500 BRYANT ST
ALMENA, KS
67622-9606

For Inspection Contact: KEN THARMAN (785)669-2445

Location Number 001
Building Number 001

Description: 3 STORY MASON NON-COM BLDG
IN PROTECTION CLASS 05
Occupancy: HIGH SCHOOL

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Limitation on Coverage for Roof Surfacing
YOUR BUSINESS PERSONAL PROPERTY	Special	001		Replacement Cost

Loc 002 406 VAN HORN ST
ALMENA, KS
67622

For Inspection Contact: KEN THARMAN (785)669-2445

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Location Number 002
Building Number 001

Description:
1 STORY MASON NON-COM BLDG
IN PROTECTION CLASS 05

Occupancy:
VO-AG SHOP

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Limitation on Coverage for Roof Surfacing
YOUR BUSINESS PERSONAL PROPERTY	Special	001		Replacement Cost

Location Number 002
Building Number 002

Description:
1 STORY FRAME BLDG
IN PROTECTION CLASS 05

Occupancy:
GREENHOUSE

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Limitation on Coverage for Roof Surfacing

Loc 003 200 VAN HORN ST
ALMENA, KS
67622

For Inspection Contact: KEN THARMAN (785)669-2445

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Location Number 003
Building Number 001

Description:
1 STORY BLDG
IN PROTECTION CLASS 05

Occupancy:
CONCESSION STAND

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
PROPERTY IN THE OPEN - CONCESSION STAND	Special	001		Replacement Cost
PROPERTY IN THE OPEN - SCOREBOARD	Special	001		Replacement Cost
PROPERTY IN THE OPEN - BLEACHERS	Special	001		Replacement Cost

Loc 004 500 BROCKTON ST
ALMENA, KS
67622

For Inspection Contact: KEN THARMAN (785)669-2445

Location Number 004
Building Number 001

Description:
1 STORY BLDG
IN PROTECTION CLASS 05

Occupancy:
LIGHTS

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
PROPERTY IN THE OPEN - LIGHTS	Special	001		Replacement Cost
PROPERTY IN THE OPEN - BACKSTOP	Special	001		Replacement Cost

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Loc 005 400 WASHINGTON ST
ALMENA, KS
67622-9633

For Inspection Contact: KEN THARMAN (785)669-2445

Location Number 005
Building Number 001

Description: 1 STORY BLDG
IN PROTECTION CLASS 05
Occupancy: PLAYGROUND EQUIPMENT

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
PROPERTY IN THE OPEN - PLAYGROUND EQUIPMENT	Special	001		Replacement Cost

Loc 006 627 WASHINGTON AVE
LONG ISLAND, KS
67647-4019

For Inspection Contact: KEN THARMAN (785)669-2445

Location Number 006
Building Number 001

Description: 1 STORY JSTD MAS BLDG
IN PROTECTION CLASS 08
Occupancy: GRADE SCHOOL

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Limitation on Coverage for Roof Surfacing

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
YOUR BUSINESS PERSONAL PROPERTY	Special	001		Replacement Cost Agreed Value
PROPERTY IN THE OPEN - BLEACHERS	Special	001		Replacement Cost Agreed Value

Loc 007 500 WASHINGTON
LONG ISLAND, KS
67647

For Inspection Contact: KEN THARMAN (785)669-2445

Location Number 007
Building Number 001

Description:
1 STORY BLDG
IN PROTECTION CLASS 06

Occupancy:
PLAYGROUND

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
PROPERTY IN THE OPEN - PLAYGROUND	Special	001		Replacement Cost Agreed Value

Loc 008 533 WASHINGTON
LONG ISLAND, KS
67647

For Inspection Contact: KEN THARMAN (785)669-2445

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Location Number 008
Building Number 001

Description:
1 STORY FRAME BLDG
IN PROTECTION CLASS 06

Occupancy:
BUS BARN

Deductible Per Occurrence: \$10,000 On All Covered Causes of Loss
Except: \$ 25,000 On Windstorm Or Hail

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Agreed Value Limitation on Coverage for Roof Surfacing

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

Miscellaneous Policy Level Coverages

Equipment Breakdown Endorsement See Coverage Form

School Building and Personal Property See Coverage Form

	Limit	Ded
Schools - Property Off Premises & In Transit	\$200,000	\$ 500

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

SCHEDULE OF LOCATIONS

BLANKET NO: 001

Loc No: 001 500 BRYANT ST
ALMENA, KS 67622-9606

For Inspection Contact: KEN THARMAN (785)669-2445

BLDG 001
Occupancy: HIGH SCHOOL

Loc No: 002 406 VAN HORN ST
ALMENA, KS 67622

For Inspection Contact: KEN THARMAN (785)669-2445

BLDG 001
Occupancy: VO-AG SHOP
BLDG 002
Occupancy: GREENHOUSE

Loc No: 003 200 VAN HORN ST
ALMENA, KS 67622

For Inspection Contact: KEN THARMAN (785)669-2445

BLDG 001
Occupancy: CONCESSION STAND

Loc No: 004 500 BROCKTON ST
ALMENA, KS 67622

For Inspection Contact: KEN THARMAN (785)669-2445

BLDG 001
Occupancy: LIGHTS

Loc No: 005 400 WASHINGTON ST
ALMENA, KS 67622-9633

For Inspection Contact: KEN THARMAN (785)669-2445

BLDG 001
Occupancy: PLAYGROUND EQUIPMENT

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

SCHEDULE OF LOCATIONS

Loc No: 006 627 WASHINGTON AVE
 LONG ISLAND, KS 67647-4019

For Inspection Contact: KEN THARMAN (785) 669-2445

BLDG 001
Occupancy: GRADE SCHOOL
=====

Loc No: 007 500 WASHINGTON
 LONG ISLAND, KS 67647

For Inspection Contact: KEN THARMAN (785) 669-2445

BLDG 001
Occupancy: PLAYGROUND
=====

Loc No: 008 533 WASHINGTON
 LONG ISLAND, KS 67647

For Inspection Contact: KEN THARMAN (785) 669-2445

BLDG 001
Occupancy: BUS BARN
=====

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
 USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
 EXP DATE: 06/30/22

S T A T E M E N T O F V A L U E S

Construction/Occupancy	Coverage	100% Values	Value Type

Loc No: 001	500 BRYANT ST ALMENA, KS 67622-9606		
Building Number 001			
3 STORY MASON NON-COM BLDG	BUILDING	\$ 8,258,519	RC
IN PROTECTION CLASS 05	YOUR BUSINESS PERSONAL	\$ 1,030,000	RC
HIGH SCHOOL	PROPERTY		

Loc No: 002	406 VAN HORN ST ALMENA, KS 67622		
Building Number 001			
1 STORY MASON NON-COM BLDG	BUILDING	\$ 705,803	RC
IN PROTECTION CLASS 05	YOUR BUSINESS PERSONAL	\$ 103,000	RC
VO-AG SHOP	PROPERTY		

Building Number 002			
1 STORY FRAME BLDG	BUILDING	\$ 80,371	RC
IN PROTECTION CLASS 05			
GREENHOUSE			

Loc No: 003	200 VAN HORN ST ALMENA, KS 67622		
Building Number 001			
1 STORY BLDG	PROPERTY IN THE OPEN -	\$ 20,490	RC
IN PROTECTION CLASS 05	CONCESSION STAND		
CONCESSION STAND	PROPERTY IN THE OPEN -	\$ 10,848	RC
	SCOREBOARD		
	PROPERTY IN THE OPEN -	\$ 7,233	RC
	BLEACHERS		

Loc No: 004	500 BROCKTON ST ALMENA, KS 67622		
Building Number 001			
1 STORY BLDG	PROPERTY IN THE OPEN -	\$ 17,114	RC
IN PROTECTION CLASS 05	LIGHTS		
LIGHTS	PROPERTY IN THE OPEN -	\$ 3,374	RC
	BACKSTOP		

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

S T A T E M E N T O F V A L U E S

Loc No: 005 400 WASHINGTON ST
ALMENA, KS 67622-9633

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	4,097	RC
IN PROTECTION CLASS 05	PLAYGROUND EQUIPMENT			
PLAYGROUND EQUIPMENT				

Loc No: 006 627 WASHINGTON AVE
LONG ISLAND, KS 67647-4019

Building Number 001

1 STORY JSTD MAS BLDG	BUILDING	\$	3,178,863	RC
IN PROTECTION CLASS 08	YOUR BUSINESS PERSONAL	\$	573,733	RC
GRADE SCHOOL	PROPERTY			
	PROPERTY IN THE OPEN -	\$	2,170	RC
	BLEACHERS			

Loc No: 007 500 WASHINGTON
LONG ISLAND, KS 67647

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	2,170	RC
IN PROTECTION CLASS 06	PLAYGROUND			
PLAYGROUND				

Loc No: 008 533 WASHINGTON
LONG ISLAND, KS 67647

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	146,103	RC
IN PROTECTION CLASS 06				
BUS BARN				

TOTAL BUILDING	\$	12,369,659	RC
TOTAL PERSONAL PROPERTY	\$	1,706,733	RC
TOTAL PROPERTY IN THE OPEN	\$	67,496	RC
COMBINED TOTAL	\$	14,143,888	

AS QUOTED ON: 05/10/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: A389710-05
EXP DATE: 06/30/22

S T A T E M E N T O F V A L U E S

- 1. Values shown must be 100% actual cash value or replacement cost and should reflect coverage basis for each item of buildings, personal property or both.
- 2. Value shall be submitted to insurance company, subject to its acceptance.
- 3. Nothing contained in these instructions shall be construed as changing in any manner the conditions of this policy.
- 4. The company may require this statement of values to be signed by the insured or in the case of firms, by a partner or an officer.

All values submitted are correct to the best of my knowledge and belief.

SIGNED: _____

TITLE: _____

DATE: _____

AS QUOTED ON: 05/10/21 (BPP)



EMCASCO INSURANCE COMPANY

QUOTE NUMBER: D389710-02

Q U O T A T I O N - G E N E R A L L I A B I L I T Y

QUOTATION IS VALID: FROM 05/10/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R: P R E S E N T E D B Y:
USD 212 NORTHERN VALLEY BOXLER INS AGENCY, INC
PO BOX 217 108 N 1ST AVE
ALMENA KS 67622-0217 NORTON KS 67654-1912

DIRECT BILL AGENT: BL 6752 AGENT PHONE: (785)877-5128
INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

L I M I T S O F I N S U R A N C E

EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$ 500,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$ 10,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

C O V E R A G E S P R O V I D E D P R E M I U M
OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 1,238.00
TOTAL ESTIMATED POLICY PREMIUM \$ 1,238.00

AUDIT PERIOD: ANNUAL

AS QUOTED ON: 05/10/21 BPP

EMCASCO INSURANCE COMPANY

QUOTE NUMBER: D389710-02

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

GENERAL LIABILITY POLICY
QUOTE

=====
ENDORSEMENT SCHEDULE
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0109	11-85	KS & OK CHANGES - TRANSFER OF RIGHTS	
*CG2028	12-19	AI-LESSOR OF LEASED EQUIPMENT NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. COMPAQ FINANCIAL SERVICES COR	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2196	03-05	SILICA OR SILICA RELATED DUST EXCL	
*CG2271	12-19	COLLEGES/SCHOOLS LIMITED FORM	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7311	07-14	EXT WHO IS AN INSD-KS SCHOOL/COLLEGE	
*CG7551	10-19	ABUSE OR MOLESTATION LIABILITY	
*CG7558	02-20	KANSAS TORT LIABILITY ENDORSEMENT	
*CG7614	10-19	SCHOOL VIOLENT EVENT RESPONSE COV AGGREGATE LIMIT: \$ 100,000 EACH EVENT LIMIT: \$ 100,000 EACH PERSON LIMIT: \$ 25,000	
*CG7626	03-09	EMPLOYEE BENEFITS LIABILITY COVERAGE EACH EMPLOYEE \$ 1,000,000 AGGREGATE \$ 2,000,000 DEDUCTIBLE EACH EMPLOYEE \$ 1,000	
*CG7699	10-16	GENERAL LIAB ELITE EXT/SCHOOL	
*CG8081	04-06	FUNGI/BACTERIA NOTICE TO POLICYHOLDR	
*CG8254	12-20	ADVISORY NOTICE TO POLICYHOLDERS	
*CG8296	12-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0261	09-07	KS CHANGES - CANCELLATION/NONRENEWAL	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7604	01-19	KANSAS COMPANY ELIMINATION	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 10
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

AS QUOTED ON: 05/10/21



EMCASCO INSURANCE COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: D389710-02
EFF DATE: 06/30/21 EXP DATE: 06/30/22

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

AS QUOTED ON: 05/10/21



EMCASCO INSURANCE COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: D389710-02
EFF DATE: 06/30/21 EXP DATE: 06/30/22

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

S C H E D U L E

Terrorism Premium (Certified Acts) \$10.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

AS QUOTED ON: 05/10/21



EMCASCO INSURANCE COMPANY
 USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER: D389710-02
 EXP DATE: 06/30/22

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS RATE !ADVANCE PREM!	ALL OTHER RATE !ADVANCE PREM
LOCATION 001 41716 DAY CARE CENTERS (2) (4) PREMIUM BASIS: CENTERS EXPOSURE: 26 (SUBLINE /334)	!	1.816!\$ 47
44194 GRANDSTANDS OR BLEACHERS (2) (4) PREMIUM BASIS: EACH EXPOSURE: 1 (SUBLINE /334)	!	72.600!\$ 73
47469 SCHOOLS - FACULTY LIABILITY FOR CORPORAL PUNISHMENT OF PUPILS (4) PREMIUM BASIS: PUNISHMENT EXPOSURE: 19 (SUBLINE /334)	!	1.506!\$ 29
47471 SCHOOLS - PUBLIC - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH (4) PREMIUM BASIS: PUPILS EXPOSURE: 86 (SUBLINE /334)	!	1.131!\$ 97
47473 SCHOOLS - PUBLIC - HIGH (4) PREMIUM BASIS: PUPILS EXPOSURE: 39 (SUBLINE /334) ADDITIONAL INTEREST (1-334) COMPAQ FINANCIAL SERVICES COR LESSOR OF LEASED EQUIPMENT CG2028	!	1.479!\$ 58 25
47474 SCHOOLS - TRADE OR VOCATIONAL (4) PREMIUM BASIS: PUPILS EXPOSURE: IF ANY (SUBLINE /334)	!	1.894!\$ 0

AS QUOTED ON: 05/10/21 BPP



EMCASCO INSURANCE COMPANY
 USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER: D389710-02
 EXP DATE: 06/30/22

GENERAL LIABILITY SCHEDULE
 (CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
87500 EMPLOYEE BENEFITS LIABILITY COVERAGE PREMIUM BASIS: PER EMP EXPOSURE: 57 (SUBLINE /EBL) \$ 1000 DEDUCTIBLE APPLIES EACH EMPLOYEE			79.000	\$ 79
87777 ABUSE OR MOLESTATION LIABILITY CG7551 PREMIUM BASIS: FLAT CHRG EXPOSURE: 151 (SUBLINE /334)				\$ 500
87818 SCHOOLS - VIOLENT EVENT RESPONSE COVERAGE PREMIUM BASIS: STUDENTS EXPOSURE: 151 (SUBLINE /334)				\$ 20

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ELITE EXTENSION		\$ 300
	PREMIUM FOR CERTIFIED ACTS OF TERRORISM	\$ 10.00
	TOTAL ESTIMATED POLICY PREMIUM	\$ 1238.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

AS QUOTED ON: 05/10/21 BPP



EMCASCO INSURANCE COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER: D389710-02
EXP DATE: 06/30/22

GENERAL LIABILITY SCHEDULE
(CONTINUED)

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 INSURED PREMISES - OPERATIONS
ALMENA, KS 67622

AS QUOTED ON: 05/10/21 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K389710-02

Q U O T A T I O N - L I N E B A C K E R

QUOTATION IS VALID FROM 05/10/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R :

P R E S E N T E D B Y :

USD 212 NORTHERN VALLEY
PO BOX 217
ALMENA KS 67622-0217

BOXLER INS AGENCY, INC
108 N 1ST AVE
NORTON KS 67654-1912

DIRECT BILL

AGENT: AL 6752
AGENT PHONE: (785)877-5128

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:
THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR
BEFORE THE RETROACTIVE DATE SHOWN BELOW.

RETROACTIVE DATE: 03/15/97
AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: (UNLIMITED)

L I M I T S O F L I A B I L I T Y

EACH LOSS \$ 1,000,000
AGGREGATE FOR EACH POLICY TERM \$ 2,000,000
INSURED'S DEDUCTIBLE EACH CLAIM \$ 1,000
(INCLUDING DEFENSE EXPENSE)

TOTAL ADVANCE PREMIUM \$ 3,352.00

COVERAGE IS PROVIDED FOR BOARD AND ALL EMPLOYEES

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)
A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

AS QUOTED ON: 05/10/21 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K389710-02

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

L I N E B A C K E R P O L I C Y
Q U O T E

=====
ENDORSEMENT SCHEDULE
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CL7001	01-21	LNBKR PUBLIC/EPLI COVERAGE FORM	
CL7110	01-18	NUCLEAR ENERGY LIABILITY EXCLUSION	
*CL7128	05-20	TORT LIABILITY ENDORSEMENT	
CL7130.1	10-19	LOSS OF SALARY OR FRINGE BENEFITS LIMITS OF LIABILITY EACH LOSS/AGGREGATE \$50,000 EACH LOSS/\$100,000 AGGREGATE	
CL7153	01-18	EXCL-FUNGI OR BACTERIA	
CL7156	01-18	CAP ON LOSSES CERT ACTS OF TERRORISM	
CL7161	01-18	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CL7176	01-18	EXTENDED REPORTING PERIOD AMENDATORY	
CL7202	10-15	DATA COMPROMISE & CYBER LIAB EXCL	
*CL7222	03-20	SILICA OR SILICA-RELATED DUST EXCL	
CL8322	10-15	ADVISORY NOTICE TO POLICYHOLDERS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
IL7012	01-18	KS CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7149	01-08	COMMON POLICY CONDITIONS	
IL7326	01-18	CALCULATION OF PREMIUM	
IL7449	01-18	KS CHANGES CONCEALMENT, MISREPRESENT	
IL7605	01-19	KANSAS COMPANY ELIMINATION	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 33
IL8384A	01-08	TERRORISM NOTICE	

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: K389710-02
EFF DATE: 06/30/21 EXP DATE: 06/30/22

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTHERN VALLEY

QUOTE NUMBER: K389710-02
EFF DATE: 06/30/21 EXP DATE: 06/30/22

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

S C H E D U L E

Terrorism Premium (Certified Acts) \$33.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

AS QUOTED ON: 05/10/21



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: Q389710-01

Q U O T A T I O N - C Y B E R S O L U T I O N S

QUOTATION IS VALID: FROM 04/06/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R : P R E S E N T E D B Y :

USD 212 NORTHERN VALLEY
PO BOX 217
ALMENA KS 67622-0217

BOXLER INS AGENCY, INC
108 N 1ST AVE
NORTON KS 67654-1912

DIRECT BILL AGENT: AL 6752
AGENT PHONE: (785)877-5128

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

* THIS POLICY INCLUDES DEFENSE EXPENSES *
* WITHIN THE LIMITS OF LIABILITY *
* PLEASE READ CAREFULLY *

L I M I T S O F L I A B I L I T Y

Table with 3 columns: Coverage Description, Amount, and Aggregate Limit. Rows include Data Compromise Coverage, Identity Recovery Coverage, Cyber Coverage, and Network Security Defense and Liability Limit.

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER: Q389710-22
EXP DATE: 06/30/22

ELECTRONIC MEDIA LIABILITY	\$	100,000	ANNUAL AGGREGATE
DEDUCTIBLE	\$	1,000	
DATA COMPROMISE AND IDENTITY RECOVERY PREMIUM	\$		258.00
CYBER PREMIUM	\$		256.00

TOTAL POLICY PREMIUM	\$		514.00

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: Q389710-01

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

C Y B E R S O L U T I O N S P O L I C Y
Q U O T E

=====
ENDORSEMENT SCHEDULE
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
DC7001	02-19	CYBERSOLUTIONS COVERAGE FORM	
DC7005	02-19	KANSAS CHANGES	
DC8005	04-17	IMPORTANT NOTICE TO POLICYHOLDERS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
IL7012	01-18	KS CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7149	01-08	COMMON POLICY CONDITIONS	
IL7326	01-18	CALCULATION OF PREMIUM	
IL7605	01-19	KANSAS COMPANY ELIMINATION	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	WAIVED

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: C389710-01

Q U O T A T I O N - C O M M E R C I A L I N L A N D M A R I N E

QUOTATION IS VALID: FROM 05/17/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R : P R E S E N T E D B Y :

USD 212 NORTHERN VALLEY
PO BOX 217
ALMENA KS 67622-0217

BOXLER INS AGENCY, INC
108 N 1ST AVE
NORTON KS 67654-1912

DIRECT BILL

AGENT: AL 6752
AGENT PHONE: (785)877-5128

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

SEE ATTACHED SCHEDULE FOR LIMITS AND DESCRIPTION OF COVERAGES

Table with 2 columns: COVERAGES HEADINGS and PREMIUM. Rows include ELECTRONIC DATA PROCESSING (\$1,253.00), SCHEDULED PROPERTY FLOATER (\$188.00), and TOTAL INLAND MARINE PREMIUM (\$1,441.00).

A DEDUCTIBLE MAY APPLY FOR THE COVERAGE PROVIDED. IN THE EVENT A LOSS (OTHER THAN EARTHQUAKE) INVOLVES COVERED PROPERTY AT MORE THAN ONE LOCATION OR IN MORE THAN ONE CLASS, ONLY ONE DEDUCTIBLE, THE LARGEST DEDUCTIBLE SHOWN ON THE SCHEDULE FOR THE LOCATION OR CLASSES INVOLVED IN THE LOSS, WILL APPLY PER OCCURRENCE.

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: C389710-01

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

C O M M L I N L A N D M A R I N E P O L I C Y
Q U O T E

=====
ENDORSEMENT SCHEDULE
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CL0100	03-99	COMMON POLICY CONDITIONS	
CL0122	05-13	AMENDATORY ENDORSEMENT KANSAS	
CL0600	01-15	CERTIFIED TERRORISM LOSS	
CL0700	10-06	VIRUS OR BACTERIA EXCLUSION	
CM2002	11-85	LIST OF PROPERTY ON FILE	
*CM7001A	09-97	COMMERCIAL INLAND MARINE SCHEDULE	
CM7004	09-06	QUICK REFERENCE	
CM7022	06-06	REPLACEMENT COST	
CM8068	12-19	ADVISORY NOTICE TO POLICYHOLDERS	
CM9905	12-19	CANNABIS EXCLUSION	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7306	08-98	EXCLUSION OF CERTAIN COMPUTER LOSSES	
IL7604	01-19	KANSAS COMPANY ELIMINATION	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	WAIVED
IM2033	07-19	AMENDATORY ENDORSEMENT KANSAS	
IM7202	10-02	EDP EQUIPMENT COVERAGE - BLANKET	
IM7215	09-03	EDP INCOME COVERAGE	
IM7231	05-01	COINSURANCE PROVISIONS	
IM7238	10-02	EARTHQUAKE, FLOOD AND SEWER BACKUP	
IM7500	04-04	SCHEDULED PROPERTY FLOATER	

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: C389710-01
EXP DATE: 06/30/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

P O L I C Y W I D E C O V E R A G E S

CLASS/ITEM	DESCRIPTION	*SPEC INTEREST	LIMITS
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ELECTRONIC DATA PROCESSING

863 ELECTRONIC DATA PROCESSING - BLANKET LIMITS

\$	500	DEDUCTIBLE APPLIES TO ALL COVERED PERILS UNLESS A DIFFERENT DEDUCTIBLE IS INDICATED BELOW	
\$	5,000	DEDUCTIBLE - EARTHQUAKE AND VOLCANIC ERUPTION	
NOT COVERED		DEDUCTIBLE - "FLOOD"	
\$	1,000	DEDUCTIBLE - "MECHANICAL BREAKDOWN", "ELECTRICAL DISTURBANCE" AND "POWER SUPPLY DISTURBANCE"	
		80% COINSURANCE-"hardware", "media",& "programs and applications"	
		80% COINSURANCE-"data records" and "proprietary programs"	
		80% COINSURANCE- INCOME COVERAGE	

\$	215,000	EARTHQUAKE "AGGREGATE" LIMIT	
\$	215,000	EARTHQUAKE "OCCURRENCE" LIMIT	
\$	215,000	EARTHQUAKE "CATASTROPHE" LIMIT	
NOT COVERED		FLOOD "AGGREGATE" LIMIT	
NOT COVERED		FLOOD "OCCURRENCE" LIMIT	
NOT COVERED		FLOOD "CATASTROPHE" LIMIT	
\$	215,000	SEWER BACKUP "AGGREGATE" LIMIT	
\$	215,000	SEWER BACKUP "OCCURRENCE" LIMIT	
\$	215,000	SEWER BACKUP "CATASTROPHE" LIMIT	

COVERAGE LIMITS

\$	215,000	CATASTROPHE LIMIT- THE MOST "WE" PAY FOR ANY COMBINATION OF OR TOTAL OF LOSSES ARISING UNDER ONE OR MORE COVERAGES IN ANY ONE OCCURRENCE	
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EQUIPMENT LIMITS

\$	200,000	HARDWARE - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION	
NOT COVERED		PROTECTION AND CONTROL SYSTEMS - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION	
NOT COVERED		TELECOMMUNICATIONS EQUIPMENT - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION	
NOT COVERED		REPRODUCTION EQUIPMENT - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION	

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY
 USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: C389710-01
 EXP DATE: 06/30/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

SOFTWARE LIMITS

\$ 7,500 DATA RECORDS - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION
 NOT COVERED PROPRIETARY PROGRAMS - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION
 NOT COVERED PROGRAMS AND APPLICATIONS - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION
 NOT COVERED MEDIA - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION

INCOME COVERAGE - (Extra Expense ONLY)

\$ 7,500 INCOME COVERAGE - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ 25,000
 ELECTRICAL AND POWER SUPPLY DISTURBANCE COVERED
 Emergency Removal (Number of DAYS) 365
 Emergency Removal Expenses \$ 5,000
 Fraud and Deceit \$ 5,000
 MECHANICAL BREAKDOWN COVERAGE COVERED

SUPPLEMENTAL COVERAGES

Acquired Locations \$ 500,000
 Earthquake Coverage COVERED
 Flood Coverage NOT COVERED
 FOREIGN TRANSIT AND LOCATION COVERAGE \$ 5,000
 Incompatible Hardware and Media \$ 10,000
 NEWLY PURCHASED OR LEASED HARDWARE \$ 500,000
 Off-Site Computers \$ 10,000
 Pollutant Cleanup and Removal \$ 15,000
 Property in Transit \$ 15,000
 RECHARGE OF FIRE EXTINGUISHING EQUIPMENT \$ 15,000
 Sewer Backup COVERED
 REWARDS \$ 5,000
 Software Storage \$ 50,000
 Virus and Hacking
 Limit any one occurrence \$ 50,000
 Limit each separate 12 month period \$ 150,000

INCOME COVERAGE EXTENSIONS

Interruption by civil authority (DAYS) 30
 Period of loss extension (DAYS) 30

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NO: C389710-01
EXP DATE: 06/30/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

SUPPLEMENTAL INCOME COVERAGES

Acquired Locations	\$	50,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
Property in Transit	\$	10,000
Sewer Backup		COVERED
UTILITY SERVICE INTERRUPTION	\$	25,000
OVERHEAD TRANSMISSION LINES		INCLUDED
Waiting Period (HOURS)		24
Virus and Hacking		
Limit any one occurrence	\$	25,000
Limit each separate 12 month period	\$	75,000
Waiting Period (HOURS)		24

PREMIUM \$ 1,253

LOCATION: 001 ALL LOCATIONS OWNED, LEASED OR OPERATED BY THE NAMED INSURED
ALMENA, KS 67622

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
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SCHEDULED PROPERTY FLOATER

798 SCHEDULED PROPERTY FLOATER		
80% COINSURANCE		
COVERAGE EXTENSIONS		
ADDITIONAL DEBRIS REMOVAL EXPENSES	\$	5,000
SUPPLEMENTAL COVERAGES		
POLLUTANT CLEANUP AND REMOVAL	\$	10,000
\$ 250 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS		
ACTUAL CASH VALUE		
001 PER SCHEDULE ON FILE WITH COMPANY	\$	15,000
(TV'S, VCR'S, SATELLITE EQUIP, ETC)		
PROPERTY IN TRANSIT OR OFF PREMISES	\$	15,000
PREMIUM	\$	188

AS QUOTED ON: 04/06/2021



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: E389710-02

Q U O T A T I O N - B U S I N E S S A U T O P O L I C Y

QUOTATION IS VALID: FROM 05/10/21 TO 06/30/21
PROPOSED POLICY PERIOD: FROM 06/30/21 TO 06/30/22

P R E P A R E D F O R P R E S E N T E D B Y

USD 212 NORTHERN VALLEY
PO BOX 217
ALMENA KS 67622-0217

BOXLER INS AGENCY, INC
108 N 1ST AVE
NORTON KS 67654-1912

DIRECT BILL

AGENT: AL 6752
AGENT PHONE: (785)877-5128

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: UNIFIED SCHOOL DISTRICT

Table with columns: COVERAGES, COV AUTOS, LIMITS/DEDUCTIBLES, PREMIUM. Rows include Covered Autos Liability, Auto Medical Payments, Uninsured and Underinsured Motorists, Physical Damage Coverage (Comprehensive, Collision), Hired or Borrowed Auto, Non-Ownership Liability, and Estimated Total Policy Premium.

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: E389710-02

USD 212 NORTHERN VALLEY

EFF DATE: 06/30/21

EXP DATE: 06/30/22

C O M M E R C I A L A U T O P O L I C Y
Q U O T E

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 31
CA0122	06-19	KANSAS CHANGES	
CA0265	01-16	KS CHANGES - CANCELLATION/NONRENEWAL	
CA2055	10-13	FELLOW EMPLOYEE COVERAGE	
CA2137	06-19	KS UNINSURED MOTORISTS COVERAGE	
CA2402	10-13	PUBLIC TRANSPORTATION AUTOS	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7313	11-15	PREJUDGMENT INTEREST	
CA7393	04-15	KANSAS TORT LIABILITY ENDORSEMENT	
*CA7493	01-21	COMMERCIAL AUTO ELITE EXT SCHOOLS	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
CA9903	10-13	AUTO MEDICAL PAYMENTS COVERAGE	
CA9937	10-13	GARAGEKEEPERS COVERAGE	
*CA9937A	10-13	GARAGEKEEPERS COVERAGE	
*IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7604	01-19	KANSAS COMPANY ELIMINATION	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

AS QUOTED ON: 05/17/21



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER E389710-02
EXP DATE: 06/30/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

SUPPLEMENTARY SCHEDULE
ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

THE LIMIT OF INSURANCE FOR THE COVERAGE SHOWN BELOW IS THE LIMIT OF INSURANCE SHOWN FOR THE STATE WHERE A COVERED 'AUTO' IS PRINCIPALLY GARAGED. REFER TO THE SPECIFIC COVERAGE ENDORSEMENT FOR THE DESCRIPTION OF THE COVERAGE PROVIDED FOR EACH STATE LISTED BELOW.

COVERAGE
UNINSURED MOTORISTS LIMIT OF INSURANCE

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
ST	SINGLE LIMIT			
KS			\$ 1,000,000	

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER E389710-02
EXP DATE: 06/30/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

LOC: 001 500 BRYANT ST
ALMENA KS. 67622-9606

VEH NO 1	TERR: 116								
1995 CHEVY	SUBURBAN			ID NO	3GNEC16K8SG104012.				
ADDITIONAL INFORMATION:									
COST NEW:	22000	RADIUS:	LOCAL	USE:	SERVICE				
AGE:	LIAB-Y	PHYS-Y							
LIGHT TRUCK		CLASS:	01499						
COVERED AUTOS LIABILITY						.\$		336.00	
AUTO MEDICAL PAYMENTS								29.00	
UNINSURED MOTORISTS								INCLUDED	
UNDERINSURED MOTORISTS								INCLUDED	
COMPREHENSIVE	ACV			1000 DED				165.00	
COLLISION	ACV			1000 DED				122.00	
TOTAL VEHICLE PREMIUM						.\$		700.00	

VEH NO 2	TERR: 116	(9 MOS RATING)							
1998 CHEVY	CHASIS BLUEBIRD	21 PASS		ID NO	1GBHG31R1W1090862.				
ADDITIONAL INFORMATION:									
COST NEW:	32565	RADIUS:	LOCAL	USE:	NA				
AGE:	LIAB-x	PHYS-x							
SCHOOL BUS-PUBLIC		CLASS:	6183						
COVERED AUTOS LIABILITY						.\$		389.00	
AUTO MEDICAL PAYMENTS								12.00	
UNINSURED MOTORISTS								INCLUDED	
UNDERINSURED MOTORISTS								INCLUDED	
COMPREHENSIVE	ACV			1000 DED				121.00	
COLLISION	ACV			1000 DED				44.00	
TOTAL VEHICLE PREMIUM						.\$		602.00	

VEH NO 3	TERR: 116								
1999 CHEVY	SUBURBAN			ID NO	1GNEC16RXXJ407442.				
ADDITIONAL INFORMATION:									
COST NEW:	30000	RADIUS:	LOCAL	USE:	SERVICE				
AGE:	LIAB-T	PHYS-							
LIGHT TRUCK		CLASS:	01499						
COVERED AUTOS LIABILITY						.\$		382.00	
AUTO MEDICAL PAYMENTS								29.00	
UNINSURED MOTORISTS								INCLUDED	
UNDERINSURED MOTORISTS								INCLUDED	
TOTAL VEHICLE PREMIUM						.\$		459.00	

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

QUOTE NUMBER E389710-02
EFF DATE: 06/30/21 EXP DATE: 06/30/22

VEH NO 4 TERR: 116 (9 MOS RATING)
 1999 CHEVY BLUEBIRD BUS ID NO 1GBHG31R0X1045574.
 ADDITIONAL INFORMATION:
 COST NEW: 30000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 389.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 121.00
 COLLISION ACV 1000 DED . 44.00
 TOTAL VEHICLE PREMIUM . \$ 602.00

VEH NO 5 TERR: 116 (9 MOS RATING)
 2000 CHEVY MTD BUS ID NO 1GBHG31R6Y1142697.
 ADDITIONAL INFORMATION:
 COST NEW: 27850 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 389.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 121.00
 COLLISION ACV 1000 DED . 44.00
 TOTAL VEHICLE PREMIUM . \$ 602.00

VEH NO 6 TERR: 116
 2005 GMC\CHEVY G31 ID NO 1GBJG31U151114646.
 ADDITIONAL INFORMATION:
 COST NEW: 39427 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 465.00
 AUTO MEDICAL PAYMENTS . 15.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 121.00
 COLLISION ACV 1000 DED . 58.00
 TOTAL VEHICLE PREMIUM . \$ 707.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
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QUOTE NUMBER E389710-02
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VEH NO 7 TERR: 116
 2008 CHEVROLET IMPALA ID NO 2G1WB55KX89276465.
 ADDITIONAL INFORMATION:
 COST NEW: 21255 RADIUS: USE: NA
 AGE: LIAB-x PHYS-
 DRIVER TRNG-EDUC. VEH CLASS: 7202
 COVERED AUTOS LIABILITY \$. 423.00
 AUTO MEDICAL PAYMENTS . 3.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM \$. 507.00

VEH NO 8 TERR: 116 (9 MOS RATING)
 2001 INTL 35 PASS BUS ID NO 1HVBBABM21H509075.
 ADDITIONAL INFORMATION:
 COST NEW: 38900 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY \$. 389.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 121.00
 COLLISION ACV 1000 DED . 44.00
 TOTAL VEHICLE PREMIUM \$. 602.00

VEH NO 9 TERR: 116
 2000 DODGE CARAVAN ID NO 2B4GP25GX9R792393.
 ADDITIONAL INFORMATION:
 COST NEW: 18685 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-R PHYS-R
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY \$. 357.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 165.00
 COLLISION ACV 1000 DED . 122.00
 TOTAL VEHICLE PREMIUM \$. 721.00

VEH NO 10 TERR: 116
 2003 DODGE CARAVAN SE ID NO 1D4GP25323B232989.
 ADDITIONAL INFORMATION:
 COST NEW: 20000 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-N PHYS-
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY \$. 383.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM \$. 460.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
 USD 212 NORTH VALLEY

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VEH NO 11 TERR: 116 (9 MOS RATING)
 2013 BLUEBIRD VISION BUS ID NO 1BAKDCPH9DF296109.
 ADDITIONAL INFORMATION:
 COST NEW: 70000 RADIUS: LOCAL USE: NA
 AGE: LIAB-d PHYS-d
 SCHOOL BUS-PUBLIC CLASS: 6184
 COVERED AUTOS LIABILITY . \$ 456.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 242.00
 COLLISION ACV 1000 DED . 132.00
 TOTAL VEHICLE PREMIUM . \$ 878.00

VEH NO 12 TERR: 116
 2018 FORD TRUCK ID NO 1FMZK1ZM8JKA11360.
 ADDITIONAL INFORMATION:
 COST NEW: 36870 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-4 PHYS-4
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY . \$ 566.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 675.00
 COLLISION ACV 1000 DED . 434.00
 TOTAL VEHICLE PREMIUM . \$ 1,752.00

VEH NO 13 TERR: 116
 1995 CHEVROLET 1500 ID NO 2GCEK19K1S1291402.
 ADDITIONAL INFORMATION:
 COST NEW: 19182 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-Y PHYS-Y
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY . \$ 329.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 165.00
 COLLISION ACV 1000 DED . 122.00
 TOTAL VEHICLE PREMIUM . \$ 693.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

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VEH NO 14 TERR: 116
 2012 CHEVROLET SUBURBAN 1 SUV ID NO 1GNSKJE70CR199105.
 ADDITIONAL INFORMATION:
 COST NEW: 48520 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-E PHYS-E
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY . \$ 508.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 503.00
 COLLISION ACV 1000 DED . 234.00
 TOTAL VEHICLE PREMIUM . \$ 1,322.00

VEH NO 15 TERR: 116
 2019 FORD TRANSIT-15 WAGON ID NO 1FMZK1ZM6KKB85770.
 ADDITIONAL INFORMATION:
 COST NEW: 44860 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-3 PHYS-3
 LIGHT TRUCK CLASS: 01499
 COVERED AUTOS LIABILITY . \$ 566.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 754.00
 COLLISION ACV 1000 DED . 483.00
 TOTAL VEHICLE PREMIUM . \$ 1,880.00

VEH NO 16 TERR: 116 (9 MOS RATING)
 2011 THOMAS C2 71 PASSENGER BUS ID NO 4UZABRDU5BCAR8328.
 ADDITIONAL INFORMATION:
 COST NEW: 80000 RADIUS: INTERMEDIATE USE: NA
 AGE: LIAB-f PHYS-f
 SCHOOL BUS-PUBLIC CLASS: 6194
 COVERED AUTOS LIABILITY . \$ 548.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 230.00
 COLLISION ACV 1000 DED . 129.00
 TOTAL VEHICLE PREMIUM . \$ 955.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
 USD 212 NORTH VALLEY

QUOTE NUMBER E389710-02
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VEH NO 17 TERR: 116 (9 MOS RATING)
 2013 THOMAS C2 35 PASSENGER BUS ID NO 4UZABRDU8DCBZ5056.
 ADDITIONAL INFORMATION:
 COST NEW: 60000 RADIUS: LOCAL USE: NA
 AGE: LIAB-d PHYS-d
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 418.00
 AUTO MEDICAL PAYMENTS . 12.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 219.00
 COLLISION ACV 1000 DED . 101.00
 TOTAL VEHICLE PREMIUM . \$ 786.00

 VEH NO 18 TERR: 116
 2012 GMC\CHEVY 3500 MAGNAVAN ID NO 1GD373BG3C1193940.
 ADDITIONAL INFORMATION:
 COST NEW: 27195 RADIUS: LOCAL USE: SERVICE
 AGE: LIAB-E PHYS-E
 MEDIUM TRUCK CLASS: 21499
 COVERED AUTOS LIABILITY . \$ 467.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 1000 DED . 368.00
 COLLISION ACV 1000 DED . 139.00
 TOTAL VEHICLE PREMIUM . \$ 1,051.00

 PREMIUM SUMMARY

COVERED AUTOS LIABILITY . \$ 7,760.00
 AUTO MEDICAL PAYMENTS . 363.00
 UNINSURED MOTORISTS . 813.00
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE . 4,091.00
 COLLISION . 2,252.00

 TOTAL . \$ 15,279.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER E389710-02
EXP DATE: 06/30/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY INSURANCE - RATING BASIS,
FOR AUTOS NOT USED IN YOUR MOTOR
CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)

STATE	ESTIMATED COST OF HIRE	RATE	PREMIUM
EXCESS KS	IF ANY	100	\$ 168.00
FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES' OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.			

TOTAL PREMIUM			\$ 168.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

OTHER THAN A SOCIAL SERVICE AGENCY

NUMBER OF EMPLOYEES	PREMIUM
0 - 25	\$ 291.00

TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM	\$ 291.00

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

QUOTE NUMBER E389710-02
EXP DATE: 06/30/22

ENDORSEMENT PREMIUM DETAIL

ENDORSEMENTS		CLASS		PREMIUM
GARAGEKEEPERS COVERAGE	LOC 001	8554	\$	283.00
Auto Elite Extension School		8579	\$	250.00

⌘

AS QUOTED ON: 05/17/21 (BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
USD 212 NORTH VALLEY

EFF DATE: 06/30/21

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EXP DATE: 06/30/22

G A R A G E K E E P E R S C O V E R A G E

* S C H E D U L E

LOCATIONS WHERE YOU CONDUCT YOUR GARAGE OPERATIONS

LOCATION NO.
001 500 BRYANT ST
ALMENA, KS. 67622-9606

LOCATION NO.	COVERAGES	LIMIT OF INSURANCE AND DEDUCTIBLE	PREMIUM
001	COMPREHENSIVE	\$20,000 LIMIT OF INSURANCE \$ 250 DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO \$ 1,000 MAXIMUM DEDUCTIBLE FOR ALL LOSS IN ANY ONE EVENT.	\$ 195.00
	COLLISION	\$20,000 LIMIT OF INSURANCE \$ 500 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.	\$ 88.00
		TOTAL PREMIUM FOR LOCATION	\$ 283.00
		TOTAL GARAGEKEEPERS PREMIUM FOR ALL LOCATIONS	\$ 283.00
		COMPREHENSIVE	\$ 195.00
		COLLISION	\$ 88.00

DIRECT COVERAGE OPTIONS

PRIMARY INSURANCE. GARAGEKEEPERS COVERAGE IS CHANGED TO APPLY WITHOUT REGARD TO YOUR OR ANY OTHER "INSURED'S" LEGAL LIABILITY FOR "LOSS" TO A "CUSTOMER'S AUTO" AND IS PRIMARY INSURANCE.

*SEE FORM CA9937 FOR COVERAGE INFORMATION.

AS QUOTED ON: 05/17/21 (BPP)

Disclosure Pursuant to Terrorism Risk Insurance Act

This disclosure is attached to and made part of your Quote Proposal in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Quote Proposal.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium shown on the Quote Proposal is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in the policy that may be issued based on this quote. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.

Read your policy and endorsements carefully.

Thank you for the opportunity to present this proposal to you. We hope you will allow us the privilege to serve your insurance needs.

Boxler Ins Agency, Inc

Terrorism Risk Insurance Act Schedule

For the following sections, coverage for Certified Acts of Terrorism is accepted:

Commercial Property (A-05)	\$	255.00
General Liability (Occurrence) (D-02)	\$	10.00
Linebacker - Claims Made (K-02)	\$	33.00
Business Auto (E-02)	\$	31.00

For the following sections, coverage for Certified Acts of Terrorism is not applicable:

CyberSolutions (Q-01)
Commercial Inland Marine (C-01)

Adopting the Kansas Homeland Security Region B Hazard Mitigation Plan

Whereas, USD 212 recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre-and post-disaster mitigation grant programs; and

Whereas, USD 212 fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region B Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, USD 212 desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region B Hazard Mitigation Plan; and

Whereas, adoption by the governing body for USD 212 demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that USD 212 adopts the Kansas Homeland Security Region B Hazard Mitigation Plan as an official plan; and

Be it further resolved, USD 212 will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

Date Approved

USD 212 Superintendent

Resolution # _____

Adopting the Kansas Homeland Security Region B Hazard Mitigation Plan

Whereas, USD 212 recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre-and post-disaster mitigation grant programs; and

Whereas, USD 212 fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region B Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, USD 212 desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region B Hazard Mitigation Plan; and

Whereas, adoption by the governing body for USD 212 demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that USD 212 adopts the Kansas Homeland Security Region B Hazard Mitigation Plan as an official plan; and

Be it further resolved, USD 212 will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.



Table 6.7: Norton County Mitigation Actions

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding Source	Proposed Completion Timeframe	Current Status
City of Norton-9	Purchase 800 MHz radios for critical departments.	All Hazards	City Manager	Low	1,2	\$18,000	Local, State, Federal	Five years	Not started, lack of funding
USD#211-1	Design and construct safe rooms for all USD #211 facilities.	Tornado, Windstorm	Superintendent	High	1,2	\$1,000,000	Local, State, Federal	Five years	Not started, lack of funding
USD#211-2	Purchase and install backup generators at USD #211 facilities.	Utility/ Infrastructure Failure	Superintendent	High	1,2	\$500,000	Local, State, Federal	Five years	Not started, lack of funding
USD#212-1	Design and construct safe rooms for all USD #212 facilities.	Tornado, Windstorm	Superintendent	High	1,2	\$1,000,000	Local, State, Federal	Five years	Not started, lack of funding
USD#212-2	Purchase and install backup generators at USD #212 facilities.	Utility/ Infrastructure Failure	Superintendent	High	1,2	\$500,000	Local, State, Federal	Five years	Not started, lack of funding
USD#212-3	Improve notification/warning system in each school building.	All Hazards	Superintendent	High	1,2	\$100,000	Local, State, Federal	Five years	Not started, lack of funding
Methodist Church-1	Seek funding to design and construct a safe room.	Tornado, Windstorm	Trustee	Medium	1,2	\$10,000	Local, State, Federal	Five years	Not started, lack of funding
Midwest Energy-1	Enhance and upgrade electric transmission and distribution lines.	All Hazards	VP, Operations	Medium	1,2	\$2,900,000	Local, State, Federal	Five years	Not started, lack of funding
Midwest Energy-2	Enhance and Upgrade gas distribution lines.	All Hazards	VP, Operations	Medium	1,2	\$400,000	Local, State, Federal	Five years	Not started, lack of funding
Prairie Land Electric-1	Tree trimming and branch removal project to reduce the risk of downed power lines.	Utility/ Infrastructure Failure	REC Manager	High	1,2	Staff Time	Local	Five years	Not started, lack of funding
Prairie Land Electric-2	Bury electrical lines to the extent possible. Encourage the burying of lines in new construction.	Utility/ Infrastructure Failure	REC Manager	Medium	1,2	Mileage dependent	Local, State, Federal	12/31/2030	Not started, lack of funding
Prairie Land Electric-3	Enhance and upgrade all power lines to withstand all hazard events.	All Hazards	Director	High	1,2	\$1,000,000 per distribution	Local, State, Federal	Five years	Not started, lack of funding





JUNE 2021 KASB POLICY UPDATES

To: Member Unified School Districts and other Member Organizations
From: Donna L. Whiteman, KASB General Counsel, Assistant Executive Director of Policy Development
Re: June 2021 Board Policy Updates

The KASB JUNE 2021 policy updates are now available, which means the 2020-2021 school year has finally ended.

What a year it has been for school board members and school districts!

It is a time to reflect on all the challenges that have been addressed, all the obstacles that have been overcome, all that Kansas school districts did on very short notice to provide for the daily educational needs of students, and the herculean efforts made to keep students and employees safe.

It is also time to be thankful for the dedication, patience, perseverance, and flexibility school employees, administrators, and school board members demonstrated daily throughout the 2020 -2021 school year.

KASB has posted this packet on KASB's website under the Member Portal, Member Resources tab. The accompanying documents are the first set of 2021 policy updates to our KASB recommended policies. If you did not receive the December 2020 Policy Updates, they are also posted on our website under the KASB Member Portal.

These June 2021 policy recommendations include a few changes to address recent school district legal and policy issues.

The following policy recommendations have been edited and revised by the KASB Legal/Policy Services staff. Along with this letter, you will find a table explaining in detail the changes in the policies and a copy of the policies showing the edits using Track Changes in Word. A clean copy of the policy with all edits incorporated may also be downloaded.

The contents of this policy package should be reviewed by the superintendent, the clerk, and the board. If your policy requires staff and student input, you may share these changes with administrators, staff, and student representatives.

If these policy recommendations meet district needs, they are ready to add to the policy book **after board approval**.

Once adopted, policies have the force and effect of law. Suggested policies should not be placed in the policy book without an opportunity for board discussion and a **board motion to approve** these additions to the district's policy book.

Minutes from the meeting should reflect when the policies were adopted. To save time, in case of an audit, file a copy of the minutes with critical policies required by law.

Please add the local adoption date at the bottom of each policy.

Clerks, please make sure an historical policy file is maintained in the district containing older versions of the policies for future reference. Note these may be scanned and retained electronically.

As school districts are preparing for the 2021-2022 school year. I have also included a few current policies you may want to review as the board prepares for the new budget year, and the increase of federal funds:

DFAB Standard Conduct for Federally Funded Contracts

DFAC Federal Fiscal Compliance along with the DFAC policy forms addressing procedures for Allowability of Costs - Federal Programs, Cash Management- Federal Programs, Grant Subrecipient Monitoring Procedures-Federal Programs, Procurement- Federal Programs, and Type of Costs, Obligations and Property Management-Federal Programs

If you have comments, questions, or concerns about these policy recommendations; or, if you have additional policy questions, call 1-800-432-2471 and ask to speak to Donna Whiteman or Leslie Garner, email us at dwhiteman@kasb.org or lgarner@kasb.org, or contact another member of the KASB Legal/Policy Services staff.

Best wishes,
Donna L. Whiteman, KASB General Counsel
Assistant Executive Director of Policy Development

JUNE 2021 UPDATED KASB POLICIES AND FORMS

	RATIONALE FOR RECOMMENDED REVISION OR ADDITION	RECOMMENDED ACTION
DC Budget with Whistleblower Protection → Revised	This policy is revised to address SB 13 and HB 2104 which establish new notice and public hearing requirements if the district's budget will exceed the revenue neutral rate. The new notice and hearing requirements take effect in 2021 for the district's 2022 budget. County clerks will notify the district of their revenue neutral rate by June 15 th . The revenue neutral rate is the tax rate that would generate the same amount of property tax revenue as levied the previous year, using the current tax year's total assessed valuation. The school district is required to notify the county clerk on or before July 20 th of their intent to exceed the revenue neutral rate and provide notice of the date, time and location of the public hearing on the resolution providing for the levy. The public hearing to is to be held no sooner than August 20 th and no later than September 20 th .	Review and adopt.
EE Food Services Management → Revised	This policy revision addresses whether the district will provide food service during school emergency closures.	Review and adopt.
GAAC Sexual Harassment → Revised	The language in this policy is updated to clarify the August 2020 federal changes to Title IX complaint and investigation timelines, procedures, and the roles and responsibilities of the Title IX Coordinator, Investigator, and Decision Maker.	Review and adopt.
GAACA Racial and Disability Harassment: Employees → Revised	This policy is revised to clarify the school district's responsibilities to address racial or disability harassment of employees in any school district program or activity.	Review and adopt.
GAF Student-Staff Relations → Revised	This policy revision deletes the language prohibiting school employees from bullying, harassing, and discriminating against students to focus on the language	Review and adopt.

	prohibiting staff members from having any interaction of a romantic and/or sexual nature with any student. The language prohibiting school employees from bullying, harassing, or discriminating against students has been removed, as it is addressed in separate policies.	
IDAA Special Programs → Revised	This revision adds a reference to policy AEB which addresses the school year and learning opportunities. KSA 72-3115(d) addresses the authority of local school boards to schedule additional days and school hours beyond the regular school term for students in need of remedial education or subject to the district’s disciplinary policy.	Review and adopt.
JDD Suspension and Expulsion Procedures → Revised	This corrects the reference in the first line to reflect “IDEA” instead of “IDAE.”	Review and adopt.
JGEC Sexual Harassment → Revised	This policy change clarifies the August 2020 federal changes to Title IX complaint and investigation timelines, procedures, and responsibilities along with the roles of the Title IX Coordinator, the Investigator, and the Decision Maker. These edits are the same as the edits made in Policy GAAC above.	Review and adopt.
JGECA Racial and Disability Harassment: Students → Revised	This policy revision clarifies the school district’s responsibilities to address racial or disability harassment of students or employees “in any district education program or activity.” These are the same changes made in the employee policy GAACA above.	Review and adopt.
DFAC Procurement-Federal Programs (sample Procedure Form) → Revised	This reflects the federal change in the Federal Micro-Procedure Threshold from \$3,500 to \$10,000 and the Federal Simplified Acquisition Threshold from \$150,000 to \$250,000. These amounts are adjusted periodically and published in the Federal Register. (48 CFR Subpart 2.1)	Review and adopt.
JDDC Short Model Bullying Plan → Revised	This form has been revised to address the School Mental Health Advisory Council’s recommendations to the State Board of	Review and adopt

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Education on the Implementation of the State Board’s 2020 Bullying Task Force Recommendations.	
TOTAL =	Existing Policy Revisions - 9 Existing Form Revision - 2 Table of Contents E Table of Contents I Table of Contents J

Additional informational see current KASB recommended policies:

- DFAB Standard Conduct for Federally Funded Contracts
- DFAC Federal Fiscal Compliance along with the DFAC policy forms addressing procedures for Allowability of Costs - Federal Programs, Cash Management- Federal Programs, Grant Subrecipient Monitoring Procedures-Federal Programs, Procurement- Federal Programs, and Type of Costs, Obligations and Property Management-Federal Programs

DC Annual Operating Budget (See KBA)

DC

The district budget shall be prepared by the superintendent in cooperation with selected district employees and shall reflect the district's educational goals.

The superintendent shall follow the adopted budget.

The district shall fund the operating budget according to approved fiscal and budgetary procedures required by the State of Kansas.

Budget Forms

Budget forms used shall be those prepared and recommended by the Kansas State Department of Education. Budget summary documents shall be prepared on forms provided by the Kansas State Department of Education.

Priorities

The board will establish priorities for the district on a short-term, intermediate, and long-range basis.

Deadlines and Schedules

Deadlines and time schedules shall be established by the board.

Encumbrances

An encumbrance shall be made when a purchase is made or when an approved purchase order is processed. All encumbrances shall be charged to a specific fund. All necessary encumbrances shall be made by the superintendent.

Recommendations

Recommendations of the superintendent and professional staff concerning the district's budget allocations will be presented to the board prior to submission of the tentative draft budget. ~~All superintendent and staff recommendations will be presented to the board no later than the regular board meeting in _____.~~

Preliminary Adoption Procedures

The superintendent will be responsible for developing the budget cover letter. It is recommended that the letter include a restatement of the goals and objectives of the district and a list of budget priorities. An explanation of line item expenditures will be included in the letter. Fund expenditures and line categories will also be explained in terms of how the budget meets the goals and objectives of the district and enhances completion of priority programs. A preliminary draft of the district's budget will be submitted by the superintendent within a timeframe that allows the district to comply with all statutory deadlines to the board on or before _____ each year.

Hearings and Reviews

The board shall conduct budget hearings according to state law.

Budget Transparency

The district shall comply with the requirements of the Kansas Uniform Financial Accounting and Reporting Act and rules and regulations promulgated by the Kansas State Board of Education thereunder in maintaining, reporting, publishing on the district's website, and making available to the public specified budgetary records, forms, and information.

Management of District Assets/Accounts

The superintendent shall establish and maintain accurate, financial management systems to meet the district's fiscal obligations, produce useful information for financial reports, and safeguard district resources. The superintendent shall ensure the district's accounting system provides ongoing internal controls. The superintendent shall review the accounting system with the board.

Approved:

KASB Recommendation - 7/03; 4/07; 6/07; 6/09; 6/15; 6/18; 6/21

EE Food Services Management (See EBBD)

EE

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The building principal shall inspect each lunchroom to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free and Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year.

Unpaid Meal Charges

The district's meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than {\$20 worth of/5} meals to this account. Charging of a la carte or extra items to this account will not be permitted.

Any student failing to keep his/her account solvent as required by the district shall not be allowed to charge further meals until the negative account balance has been paid in full. However, such students will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have charged the maximum allowance to this account and cannot pay out of pocket for a meal will be provided an alternate meal consisting of a peanut butter, peanut butter alternative, or cheese sandwich and milk.

At least one written warning shall be provided to a student and his/her parent or guardian prior to denying meals for exceeding the district's charge limit. If payment of the negative balance is not received within 5 working days of the maximum charge limit being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges.

Payments for school meals may be made at the school or district office {or online at _____}. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy. Records of how and when it is communicated to households and staff will be retained.

Availability of Meals on Remote Learning Days Due to Severe Weather

When severe weather or poor road conditions due to ice and/or snow threaten the safety of students, the superintendent may close district schools or designate such days as remote learning days pursuant to policy EBBD. On these days, the superintendent will determine whether the weather and road conditions allow for safe passage of students, staff, and parents for the provision, service, and transportation of school meals to students.

If the superintendent determines it is safe to provide meal service on these days, school meals will be provided, although the manner of provision may be modified by the superintendent. If the superintendent determines that it is not feasible due to safety concerns to provide meal service on such days, notice that school meals will not be available on that day will be provided to students, parents, and affected staff members. Any alteration of the usual meal service process on these days will be communicated to staff, students, and parents using regular district communication channels.

Approved:

KASB Recommendation - 4/07; 12/16; 6/21

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex, including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district in any district education program or activity ~~by board members, administrators, licensed and classified personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States. ~~Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include but is not limited to: verbal harassment or abuse of a sexual nature; pressure for sexual activity; repeated remarks to a person with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Any person may make a verbal or written report of sex discrimination by any means and at any time.

(Position or name, address, email address, and phone number of the Title IX Coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination.

Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Response to Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building administrator or the Title IX Coordinator. All employees receiving reports of alleged sexual harassment shall notify the Title IX Coordinator.

Definitions

The following definitions apply to the district in responding to complaints of sexual discrimination including sexual harassment as defined by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination.

The "complainant" means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim

where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

The “decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

“Domestic violence” includes crimes of violence committed by a person who is a current or former spouse, partner, person with whom the victim shares a child, or who is or has cohabited with the victim as a spouse or partner, by a person similarly situated to a spouse of the victim under Kansas or applicable federal law, or by any other person against an adult or youth victim having protection from such person’s acts by Kansas or applicable federal law.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

The “investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report.

A “respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

~~GAAC – Sexual Harassment – GAAC-5~~

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

The “Title IX Coordinator” is the individual designated at the district level who has responsibility to coordinate compliance with Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially,

~~GAAC Sexual Harassment GAAC-6~~

including ~~by~~ avoiding prejudice of the facts, conflicts of interest, and bias. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant. Investigators shall

receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness, and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to stop it and prevent its reoccurrence.

~~GAAC~~ Sexual Harassment ~~GAAC-7~~

The Title IX Coordinator shall promptly respond in a meaningful way to any reports of sexual discrimination including sexual harassment of which the district has actual knowledge as follows:

- Contact the complainant within 10 business days and discuss the availability of supportive measures, with or without the filing of a formal complaint, and consider the complainant's wishes as to supportive measures; and

- Inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Supportive Measures

The district will treat the complainant and respondent equitably by offering supportive measures. These non-disciplinary and non-punitive measures will be offered as appropriate, as reasonably available, and without cost to the complainant or the respondent. Supportive measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party. “Supportive Measures” shall include, but not be limited to, measures designed to protect the safety of all parties, to protect the district’s educational environment, or to deter sexual harassment. These measures may include counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other similar measures. The

~~GAAC Sexual Harassment GAAC-8~~

Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Formal Complaint

No investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

A formal complaint is a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting an investigation. The procedures for filing a formal complaint are as follows:

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

~~GAAC~~ Sexual Harassment ~~GAAC-9~~

- An investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by a qualified individual designated by the Title IX Coordinator or another individual appointed by the board. The investigation shall be thorough. All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

Formal Complaint Notice Requirements

Upon filing of a formal complaint, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.
- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and

~~GAAC Sexual Harassment GAAC-10~~

- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, notice of the additional allegations shall be provided to known parties.

Formal Complaint Investigation Procedures

To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied with an advisor of the party's choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview, meeting, or hearing at which a party is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal

~~GAAC Sexual Harassment GAAC-11~~

complaint, including the investigative report, and the opportunity to respond to that evidence before a determination is made;

- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondent;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

Formal Complaint Investigation Report

The investigator shall prepare an investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors for review and response.

Before completing the investigative report, the investigator must send each party and their advisors the investigative report for review and allow the parties 10 days to submit a written response for the investigator's consideration.

~~The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.~~

Decision-Maker's Determination

Upon receiving the investigator's report, the decision-maker must make a determination regarding responsibility and afford each party the opportunity to submit written, relevant questions that the parties want asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions.

~~GAAC Sexual Harassment~~ ~~GAAC-12~~

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;

- Address any district policies and/or conduct rules which apply to the facts;
- ~~A statement of, and rational for, the result as to each allegation, including a determination regarding responsibility. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on the respondent, and whether the remedies are designed to preserve access to the educational program or activity will be provided by the district to the complainant;~~ and
- The procedures and permissible bases for the complainant and/or respondent to appeal the determination.

~~The written determination may, but is not required to, recommend disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.~~

~~_____~~ A copy of the written determination shall be provided to both parties simultaneously.

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment

~~GAAC Sexual Harassment~~ ~~GAAC-13~~
has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. If the investigation results in a recommendation

that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

If the investigation results in a recommendation that an employee be suspended with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

Records relating to complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

Appeals

The complainant or respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following base:

- Procedural irregularity that affected the outcomes;
- New evidence that was not reasonably available at the time that could affect the outcome; and/or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

~~GAAC – Sexual Harassment – GAAC-14~~

The request to appeal shall be made in writing to the Title IX Coordinator within ~~2010~~ days after the date of the written determination. Appeals shall be ~~on~~ a review of the record ~~and heard~~ by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the

Title IX Coordinator, the Investigator, or the decision-maker from the original determination.

The appeal decision-maker will issue a written decision within 30 days after the appeal is filed. The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;
- Notify both parties in writing of the filing of an appeal and give them ~~10 days after the appeal is filed~~ an opportunity to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

~~GAAC Sexual Harassment GAAC-15~~

Informal Resolution Process

At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and be informed of any consequences resulting from participating in the informal resolution process;
- The parties voluntarily and in writing consent to the informal resolution process; and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the proposed resolution, have both parties sign the documentation and receive a copy, and forward it to the

~~GAAC Sexual Harassment GAAC-16~~

Title IX Coordinator. Within 20 days after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved, or if the individual does not believe the resolution remains acceptable within 20 days

after the informal resolution document is executed, the individual or the Title IX Coordinator may proceed with the formal complaint process.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or appeal.

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

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving sex discrimination including sexual harassment is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

~~GAAC~~ Sexual Harassment ~~GAAC-17~~

To the extent possible while still following the above procedures, confidentiality will be maintained throughout the investigation and resolution of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to provide supportive measures to both parties, to take appropriate corrective action, and to provide due process to the complainant and the respondent.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be posted in each district facility, shall be published in employee handbooks, and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting information notices, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees. In addition, the district is required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved:

KASB Recommendation – 2/98; 8/98; 7/03; 6/04; 4/07; 6/15; 12/18; 06/20; 7/20;
6/21

GAACA Racial and Disability Harassment: Employees

GAACA

(See GAF, JGECA and KN)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment, on the basis of race, color, national origin, or disability. Racial and disability harassment will not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial and disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. ~~Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to racially harass or harass on the basis of disability any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Violations of this policy by any employee shall result in disciplinary action, up to and including termination.

Harassment prohibited by this policy includes racially or disability-motivated conduct which:

- Affords an employee different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the employee to participate in or benefit from the services, activities or programs of the school;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

Racial or disability harassment may result from verbal or physical conduct or written or graphic material.

The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of racial or disability harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to racial or disability harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved

through this meeting may file a formal complaint under the district's discrimination complaint procedure in policy KN.

GAACA Racial and Disability Harassment: Employees

GAACA-3

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Any employee who witnesses an act of racial or disability harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action, up to and including termination.

Initiation of a complaint of racial or disability harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination from employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility and shall be published in employee handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Approved:

KASB Recommendation – 8/98; 7/03; 4/07; 9/12; 6/15; 12/18; 6/21

GAF **Staff-Student Relations**

GAF

(See GAAC, GAACA JGEC, JGECA and KN)

Staff members shall maintain professional relationships with students which are conducive to an effective educational environment. ~~Staff members shall not submit students to bullying, harassment, or discrimination prohibited by board policy.~~ Staff members shall not have any interaction of a romantic and/or sexual nature with any student at any time regardless of the student's age or consent.

Approved:

KASB Recommendation – 2/98; 7/03; 4/07; 6/07; 6/16; 6/21

IDAA Special Programs (See AEB, IC, and JJ)

IDAA

In addition to the educational program, the district shall provide programs to meet special needs. These programs shall be outlined in the appropriate handbooks or other documents following board review and approval.

Partnerships/Work-Study Program

The board may approve partnership/work-study programs with business and/or educational institutions for the purpose of improving and/or expanding the quality of curricular offerings, and may approve opportunities for partnership organizations to assist with specified programs.

A periodic review of the partnership's goals and objectives shall be conducted.

Approved:

KASB Recommendation – 6/04; 4/07; 6/21

JDD Suspension and Expulsion Procedures

JDD

(See AEB, EBC, IHEA, JBD, JCDBB, JDC, JCDA, JDDB, JDDC, and JHCAA)

Except as limited by Section 504 or ~~IDEA~~ [the Individuals with Disabilities Education Act \(“IDEA”\)](#), a student may be suspended or expelled, for reasons set forth in Kansas law. Any student who is suspended for a period of more than 10 days or expelled shall receive a copy of the current suspension and expulsion law and this policy. Suspension/expulsion hearings shall be conducted by the superintendent/designee or other certificated employee, or committee of certificated employees of the school in which the pupil is enrolled, or by any other hearing officer appointed by the board.

Reasons for Suspension or Expulsion

Students may be suspended or expelled for one or more of the following reasons:

- Willful violation of any published, adopted student conduct regulation;
- Conduct which substantially disrupts, impedes, or interferes with school operation;
- Conduct which endangers the safety or substantially impinges on or invades the rights of others;
- Conduct which constitutes the commission of a felony;
- Conduct at school, on school property, or at a school supervised activity which constitutes the commission of a misdemeanor;
- Disobedience of an order of a school authority if the disobedience results in disorder, disruption or interference with school operation; and
- Possession of a weapon at school, on school property or at a school-sponsored event.

Short-term Suspension

Except in an emergency, a short-term suspension (not exceeding ten school days) must be preceded by oral or written notice of the charges to the

JDD Suspension and Expulsion Procedures

JDD-2

student and an informal hearing. If a hearing is not held prior to the suspension, an informal hearing shall be provided no later than 72 hours after imposition of a short-term suspension.

Written notice of any short-term suspension shall be delivered to the student's parent or guardian within 24 hours after the suspension has been imposed. Short-term suspension hearings may be conducted by any person designated in policy as having the authority to suspend.

At the informal suspension hearing, the student shall have the right to be present and to be notified of the charges and the basis for the accusation. The student shall have the right to make statements in his/her defense after receiving notice of the charges.

Long-Term Suspension or Expulsion

Before a student is subject to long-term suspension (not to exceed 90 school days) or expulsion (not to exceed 186 school days or one calendar year for certain weapon and/or destructive device violations), a hearing shall be conducted by a hearing officer who has been authorized by the board. Formal hearings shall be conducted according to procedures outlined in current Kansas law and:

- The student and parents or guardians shall be given written notice of the time, date and place of the hearing.

- The notice shall include copies of the suspension/expulsion law, and appropriate board policies, regulations and handbooks.
- The hearing may be conducted by either a certified employee or committee of certified employees authorized by the board, the chief administrative officer, or other certified employee of the district in which the student is enrolled, or by an officer appointed by board.

JDD Suspension and Expulsion Procedures

JDD-3

- Expulsion hearings for weapons violations shall be conducted in compliance with Kansas law by persons appointed by the board.
- Findings required by law shall be prepared by the person or committee conducting the hearing.
- A record of the hearing shall be available to students and parents or guardians according to Kansas law.

Written notice of the result of the hearing shall be given to the pupil and to parents and guardians within 24 hours after determination of such result.

Rules Which Apply in all Cases When a Student May be Suspended or Expelled

- Refusal or failure of the student and/or the student's parents to attend the hearing shall result in a waiver of the student's opportunity for the hearing.
- A student suspended for more than 10 school days or expelled from school shall be provided with information concerning services or programs offered by public and private agencies which provide services to improve the student's attitude and behavior.
- A student who has been suspended or expelled shall be notified of the day the student can return to school.
- If the suspension or expulsion is not related to a weapons violation, the principal may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation. (See JDC)

- If the expulsion is related to a weapons violation the superintendent may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation if the student is allowed to return. (See EBC, JCDBB and JDC)
- The days a student is suspended or expelled are not subject to the compulsory attendance law.
- During the time a student is suspended or expelled from school, the student may not:

JDD Suspension and Expulsion Procedures

JDD-4

- Be on school property or in any school building without the permission of the principal.
- Attend any school activity as a spectator, participant or observer.

A student over the age of 18 or the parents or guardian of a student who is suspended for more than 10 days or expelled from school may appeal to the board within 10 calendar days of receiving written notice of the hearing results.

When a suspension is imposed during the school day, the student shall not be removed from school until a parent has been notified. If a parent cannot be notified during regular school hours, the student shall remain at school until the regular dismissal time.

Student Rights During a Long-Term Suspension/Expulsion Hearing

The student shall have the right:

- to counsel of his/her own choice;
- to have a parent or guardian present;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing; to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct;
- to an orderly hearing; and

- to a fair and impartial decision based on substantial evidence.

Appeal to the Board

The following conditions shall apply if a student who is age 18 or older or the student's parent or guardian files a written appeal of a suspension or expulsion:

JDD Suspension and Expulsion Procedures

JDD-5

- Written notice of the appeal shall be filed with the clerk within 10 calendar days of receiving the results of the hearing.
- The board shall schedule an appeal with the board or a hearing officer appointed by the board within 20 calendar days.
- The student and the student's parent shall be notified in writing of the time and place of the appeal at least 5 calendar days before the hearing.
- The hearing shall be conducted as a formal hearing using rules similar to those noted earlier for expulsion hearings.
- The board shall record the hearing.
- The board shall render a final decision no later than the next regularly scheduled board meeting after the conclusion of the appeal hearing.

Approved:

KASB Recommendation – 7/96; 8/98; 6/99; 6/00; 4/04; 6/06; 4/07; 12/14; 12/15; 6/21

6/21

JGEC Sexual Harassment (See GAAC, GAAD, GAF, JDDC and KN) JGEC

The board of education is committed to providing a positive and productive learning and working environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex, including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district in any district education program or activity ~~by board members, administrators, licensed and classified personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States. ~~Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Sexual harassment shall include conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the

~~JGEC Sexual Harassment JGEC-2~~

provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include, but is not limited to: verbal harassment or abuse of a sexual nature; pressure for sexual activity; repeated remarks to a person with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning a student's grades, participation in extra-curricular activities, etc.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Any person may make a verbal or written report of sex discrimination by any means and at any time.

(Position or name, address, email address, and phone number of the Title IX Coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination.

Information concerning the provisions of these Acts, and the rights provided thereunder, are avail-

~~JGEC Sexual Harassment JGEC-3~~

able from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Response to Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Any students who believe that he or she has been subjected to sexual harassment should report the alleged harassment to the building principal, another administrator, the guidance counselor, the Title IX Coordinator, or another licensed staff member. All employees receiving reports of sexual harassment from a student shall notify the Title IX Coordinator.

Definitions

The following definitions apply to the district in responding to complaints of sexual discrimination including sexual harassment as defined by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination.

The “complainant” means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a con-
~~JGEC~~ Sexual Harassment ~~JGEC-4~~
sideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

The “decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

“Domestic violence” includes crimes of violence committed by a person who is a current or former spouse, partner, person with whom the victim shares a child, or who is or has cohabited with the victim as a spouse or partner, by a person similarly situated to a spouse of the victim under Kansas or applicable federal law, or by any other person against an adult or youth victim having protection from such person’s acts by Kansas or applicable federal law.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

The “investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report.

A “respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

~~JGEC~~ Sexual Harassment ~~JGEC-5~~

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

The “Title IX Coordinator” is the individual designated at the district level who has responsibility to coordinate compliance with Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including ~~by~~ avoiding prejudgment of the facts, conflicts of interest, and bias. Decision-makers shall

receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators shall

~~JGEC Sexual Harassment JGEC-6~~

receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable student conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness, and persistence. Behaviors which are unacceptable but do not constitute harassment may provide grounds for discipline under the code of student conduct.

If discrimination or harassment has occurred, the district will take prompt, remedial action to stop it and prevent its reoccurrence.

The Title IX Coordinator shall promptly respond in a meaningful way to any reports of sexual discrimination including sexual harassment of which the district has actual knowledge as follows:

- Contact the complainant within 10 business days and discuss the availability of supportive measures, with or without the filing of a formal complaint, and consider the complainant’s wishes as to supportive measures; and

~~JGEC Sexual Harassment JGEC-7~~

- Inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Supportive Measures

The district will treat the complainant and respondent equitably by offering supportive measures. These non-disciplinary and non-punitive measures will be offered as appropriate, as reasonably available, and without cost to the complainant or the respondent. Supportive measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party. “Supportive Measures” shall include, but not be limited to, measures designed to protect the safety of all parties, to protect the district’s educational environment, or to deter sexual harassment. These measures may include counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other similar measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Formal Complaint

No investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

A formal complaint is a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting an investigation. The procedures for filing a formal complaint are as follows:

~~JGEC~~ Sexual Harassment ~~JGEC-8~~

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
- An investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by a qualified individual designated by the Title IX Coordinator or another individual appointed by the board. The investigation shall be thorough. All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

~~JGEC~~ Sexual Harassment ~~JGEC-9~~

Formal Complaint Notice Requirements

Upon filing of a formal complaint, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.
- An explanation of the district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, notice of the additional allegations shall be provided to known parties.

Formal Complaint Investigation Procedures

To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied with an advisor of the party's choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint, including the investigative report, and the opportunity to respond to that evidence before a determination is made;
- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

JGEC ~~Sexual Harassment~~ JGEC-11

Formal Complaint Investigation Report

The investigator shall prepare an investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors for review and response.

Before completing the investigative report, the investigator must send each party and their advisors the investigative report for review and allow the parties 10 days to submit a written response for the investigator's consideration.

~~————The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.~~

Decision-Maker's Determination

Upon receiving the investigator's report, the decision-maker must make a determination regarding responsibility and afford each party the opportunity to submit written, relevant questions that the parties want asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;

~~JGEC Sexual Harassment JGEC 12~~

- Address any district policies and/or conduct rules which apply to the facts;
- ~~A statement of, and rational for, the result as to each allegation, including a determination regarding responsibility. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on the respondent, and whether~~

~~remedies designed to restore or preserve access to the educational program or activity will be provided by the district to the complainant;~~ and

- The procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

_____A copy of the written determination shall be provided to both parties simultaneously.

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

If the investigation results in a recommendation that an employee be suspended with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

~~**JGEC Sexual Harassment JGEC-13**~~

Records relating to complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed; or on the date the opportunity for an appeal expires.

Appeals

The complainant or respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

- Procedural irregularity that affected the outcomes;
- New evidence that was not reasonably available at the time that could affect the outcome; and/or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within ~~20~~10 days after the date of the written determination. Appeals shall be ~~on~~ a review of the record ~~and heard~~ by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the Investigator, or the decision-maker from the original determination.

The appeal decision-maker will issue a written decision within 30 days after the appeal is filed. The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

~~JGEC Sexual Harassment~~ ~~—————~~ ~~JGEC-14~~

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;

- Notify both parties in writing of the filing of an appeal and give ~~them 10 days~~ after the appeal is filed an opportunity to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Informal Resolution Process

At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;

~~JGEC Sexual Harassment JGEC-15~~

- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process, resume the investigation of the formal

complaint, and be informed of any consequences resulting from participating in the informal resolution process;

- The parties voluntarily and in writing consent to the informal resolution process; and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the proposed resolution, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. Within 20 days after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved, or if the individual does not believe the resolution remains acceptable within 20 days after the informal resolution document is executed, the individual or the Title IX Coordinator may proceed with the formal complaint process.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or appeal.

JGEC Sexual Harassment JGEC-16

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

The filing of a complaint or otherwise reporting sex discrimination including sexual harassment shall not reflect upon the individual's status or grades. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving sex discrimination, including sexual harassment, is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including expulsion for a student or termination of employment for an employee.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be posted in each district facility shall be published in student handbooks, and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees. In addition, the district is required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved:

KASB Recommendation – 7/96; 8/98; 7/03; 4/07; 6/13; 6/15; 12/18; 6/20; 7/20;

6/21

(See GAACA, GAAB, GAF, JDDC and KN)

The board of education is committed to providing a positive and productive learning and working environment, free from discrimination, including harassment, on the basis of race, color, national origin, or disability. Discrimination or harassment on the basis of race, color, or national origin (“racial harassment”) or on the basis of disability (“disability harassment”) shall not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity ~~by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial or disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. ~~Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to so harass any student, employee or other individual associated with the school.~~ It shall further be a violation for any employee to discourage a student from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Prohibited conduct under this policy includes racially or disability-motivated conduct which:

- Affords a student different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the student to participate in or benefit from the services, activities or programs of the school;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile academic environment; or
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with a student's academic performance or ability to participate in or benefit from the services, activities or programs of the school.

Racial or disability harassment may result from verbal or physical conduct or written graphic material.

The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. The district will promptly investigate all complaints of racial or disability harassment and take prompt corrective action to end the harassment.

Any student who believes he or she has been subject to racial or disability harassment or has witnessed an act of alleged racial or disability harassment, should discuss the alleged harassment with the building principal, another administrator, the guidance counselor, or another certified staff member. Any school employee who receives a complaint of racial or disability harassment from a student shall inform the student of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal.

If the building principal is the alleged harasser, the complaint shall be reported to the district compliance coordinator. The building

~~JGECA~~ Racial and Disability Harassment ~~JGECA-3~~

principal shall discuss the complaint with the student to determine if it can be resolved. If the matter is not resolved to the satisfaction of the student in this meeting, the student may initiate a formal complaint under the district's discrimination complaint procedure in policy KN.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable student conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may provide grounds for discipline under the code of student conduct. The discipline of a student for violation of any provision of the code of student conduct may be enhanced if the conduct is racially or disability motivated.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

An employee who witnesses an act of racial or disability harassment shall report the incident to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action.

When a complaint contains evidence of criminal activity or child abuse, the compliance coordinator shall report such conduct to the appropriate law enforcement or DCF authorities.

~~JGECA — Racial and Disability Harassment — JGECA-4~~

To the extent possible confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

The filing of a complaint or otherwise reporting racial or disability harassment shall not reflect upon the student's status or grades. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including expulsion for a student or termination of employment for an employee.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility and shall be published in student handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually, if applicable.

Approved:

KASB Recommendation—8/98; 7/03; 4/07; 6/09; 9/12; 6/15; 12/18; 6/21

(See GAACA, GAAB, GAF, JDDC and KN)

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Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial or disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. ~~Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

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~~JGECA~~ Racial and Disability Harassment ~~JGECA-3~~

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Approved:

KASB Recommendation—8/98; 7/03; 4/07; 6/09; 9/12; 6/15; 12/18; 6/21

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Procurement – Federal Programs

This document is intended to integrate standard district purchasing procedures with additional requirements applicable to procurements that are subject to the federal Uniform Grant Guidance regulations concerning the use of federal funds and/or U.S. Department of Agriculture (USDA) regulations governing school food service programs. The district maintains the following purchasing procedures, in accordance with federal and state laws, regulations, and board policy to aid in making purchases with federal funds. (2 CFR 200.318-200.325; 7 CFR 210.16, 210.19, 210.21, 215.14a, 220.16; K.S.A. 72-1151; board policies DFAB, DFAC, DJE, DJEB, DJED, DJEE, DJEF, DJEG, DJEJ, DJFA, and DJFAB)

2017 Procurement Thresholds		
Kansas Bid Threshold	\$20,000	For construction, reconstruction or remodeling or for the purchase of materials, goods or wares
Federal Micro-Purchase Threshold	\$3,500 <u>\$10,000</u>	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1)
Federal Simplified Acquisition Threshold	\$150,000 <u>\$250,000</u>	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1)

*Please review this Procurement attachment annually and update amounts accordingly

Responsibility for Purchasing

The board has outlined standard district purchasing responsibility, methods of purchasing, price quotations and bid, requirements in the following board policies and their accompanying administrative regulations and/or procedures:

DFAB: Standard of Conduct for Federally Funded Contracts

DFAC: Federal Fiscal Compliance

DJE: Purchasing

DJEB: Quality Control

DJED: Bids and Quotations Requirements

DJEE: Local Purchasing

DJEF: Requisitions

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(Sample Procedure)

DJEG: Purchase Orders and Contracts

DJEJ: Payment Procedures

DJFA: Purchasing Authority

DJFAB: Administrative Leeway

Purchase Methods

When a request for expenses for construction, reconstruction, or remodeling or for the purchase of materials, goods, or wares has been submitted and approved as outlined below, the procurement method to be used will be determined based on the type of purchase and the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds for determining when the quote or formal bidding procedures that are required by state law as reflected in Policy DJED must be modified when making purchases for federally funded purposes to which the Uniform Grant Guidance or USDA regulations apply to comply with both state and federal requirements. At each point where requirements for food service-related procurement under USDA regulations differ, a note will refer to the Food Service Program Notes at the end of this procedure. Final determination of which purchasing procedures are to be applied is delegated to the { } *Purchasing Agent* { } *Superintendent* { } *Business Manager* under the authority of the Board.

Standard Procurement Documents and Purchase Request Process

The district shall use { } *purchase orders* { } *requisitions* for purchase requests in accordance with the applicable purchase method.

The district shall use { } *paper* { } *electronic* purchasing records, which are pre-numbered and are accessible to designated purchasing staff in { } *the district office* { } *the business office* { } *Purchasing Agent's office* { } *Other* _____.

Purchase requests by an employee must be submitted to the building administrator or immediate supervisor. Purchase of all budgeted items or items approved by an administrator or supervisor must be initiated by use of a purchase order or requisition submitted to the purchasing agent.

Purchase orders and requisitions shall contain information including, but not necessarily limited to:

1. Description of the services to be performed or goods to be purchased;
2. Location of where services will be performed or goods will be delivered;
3. Appropriate dates of service or delivery;
4. { } *Other (describe)* _____.

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Documentation on purchase orders and requisitions shall be maintained in accordance with the district's Public Records policy (CN) and Federal Fiscal Compliance policy (DFAC).

Contracts shall be reviewed by the { } *Board Clerk* { } *Business Manager* { } *Superintendent* { } *Board's Attorney* prior to submission to the board for approval.

Contracts to which the Uniform Grant Guidance apply shall contain the clauses specified in Appendix II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), when applicable.

[See Food Service Program Notes below for specific clauses required by USDA regulations to be included in cost reimbursable procurement contracts.]

Micro-Purchases Not Requiring Quotes or Bidding

For purposes of this procedure, **micro-purchase** means a purchase of supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of ~~\$3,500~~\$10,000. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$3,500~~\$10,000. (48 CFR Subpart 2.1)

Note: The micro-purchase maximum for federal purposes is lower than the amount below which the Policy DJED allows purchase for nonfederal purposes to be made without using formal competitive bidding.

The micro-purchase method is used to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the district distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices, and other terms. The { } *Superintendent* { } *Business Manager* { } *Purchasing Agent* { } *Board Clerk* { } *Board Treasurer* will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without soliciting competitive quotations if the district considers the price to be reasonable. The district will maintain evidence of this reasonableness in the records of all micro-purchases. **Reasonable** means that sound business practices were followed, and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased.

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

Small Purchase Procedures

For purposes of this procedure, **small purchase procedures** are those relatively simple and informal procurement methods for securing materials, goods, or wares or for completing construction, reconstruction, or remodeling that cost more than the amount qualifying as a micro-purchase and do not cost \$20,000 or more, or in the case of services other than construction, reconstruction or remodeling, where the total cost does not exceed the ~~\$150,000~~\$250,000 federal Simplified Acquisition Threshold at which formal competitive bidding or competitive proposals are required. Small purchase procedures cannot be used for construction, reconstruction or remodeling costing \$20,000 or more or for the purchase of materials, goods or wares costing \$20,000 or more because the board policy and Kansas law requires formal competitive bidding at that level of cost.

The base amount at which bidding is required under state law for construction, reconstruction or remodeling or for the purchase of materials, goods or wares is \$20,000. (K.S.A. 72-1151)

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$150,000~~\$250,000. (48 CFR Subpart 2.1)

Because state law does not require **competitive** bidding for the purchase of services other than for construction, reconstruction or remodeling with a cost in excess of \$20,000, small purchase procedures, including a request for proposal (RFP) procedure, may be used for procurement of such other services except when the estimated total cost will be at or over the federal threshold at which formal competitive bidding or competitive proposals are required (~~\$150,000~~\$250,000).

[See Food Service Program Notes below for exemption from bidding for purchases of perishable food items costing less than ~~\$150,000~~\$250,000.]

Formal Competitive Bidding

Publicly Solicited Sealed Competitive Bids:

For construction, reconstruction, or remodeling or for the purchase of materials, goods or wares, sealed competitive bids are publicly solicited and awarded to the lowest responsible bidder as provided in Policy DJED when the total cost is estimated to be \$20,000 or more.

Note: The amount at which formal competitive bidding or competitive proposals are required by federal regulations is much higher than the base amount at which the policy and state law requires

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

competitive bidding. Therefore, the lower base amount specified by Policy DJED will be used for purchases of equipment or supplies, or for obtaining services for construction, reconstruction or remodeling costing \$20,000 or more.

State law does not require bidding for the purchase of services other than for construction, reconstruction or remodeling regardless of total cost. For procurement of such other services for federally funded purposes to which the Uniform Grant Guidance applies, formal competitive bidding or competitive proposals will be used when the estimated total cost will be at or over the federal threshold of ~~\$150,000~~\$250,000.

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$150,000~~\$250,000. (48 CFR Subpart 2.1)

For procurement of services costing at or over the ~~\$150,000~~\$250,000 federal threshold other than for construction, reconstruction or remodeling, the use of competitive sealed bidding is considered feasible and appropriate when:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Competitive Proposals

State law does not require public school entities to solicit competitive bids for services other than for construction, reconstruction or remodeling, for which competitive bidding is required if the cost will be a base amount of \$20,000 or more.

Federal regulations allow the use of competitive proposals as an alternative to formal competitive bidding when conditions are not appropriate for the use of sealed bids.

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

In the case of services other than for construction, reconstruction or remodeling costing less than that threshold, the district may use small purchase procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law and Policy DJED for the acquisition of services other than for construction, reconstruction or remodeling, and can be used if the total cost will be less than ~~\$150,000~~\$250,000.

When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The district shall comply with other applicable state and federal law and regulations, board policy and administrative regulations or procedures regarding purchasing; the district may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. There must be a written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
5. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation, are allowed. The method where price is not used as a selection factor can only be used in procurement of A/E professional services and cannot be used to purchase other services through A/E firms.

Competitive proposals shall be evaluated by the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* based on factors including but not limited to:

1. Cost.
{ } *Experience of contractor.*

{ } *Availability.*

{ } *Personnel qualifications.*

{ } *Financial stability.*

{ } *Minority business, women's business enterprise, or labor surplus area firm status.*

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{ } *Project management expertise.*

{ } *Understanding of district needs.*

{ } *Other _____.*

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the { } *Board*
{ } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* { } *school solicitor.*

Contract/Price Analysis

The district performs a cost or price analysis in connection with every procurement action in excess of ~~\$150,000~~\$250,000, including contract modifications. (2 CFR Sec. 200.323(a)).

A **cost analysis** generally means evaluating the separate cost elements that make up the total price, while a **price analysis** means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.323(a)). As part of the analysis, the _____ will enact established business practices which may include evaluation of similar prior procurements and a review process.

Negotiated Profit

In any procurement in which there has been no price competition, or in which a cost-analysis is performed, profit must be negotiated separately as an element of price. Accordingly, solicitations of bids, proposals or quotes shall require that bids, proposals or quotes be limited to costs other than profit, and exclude profit.

To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR Sec. 200.323(b)).

When profit must be negotiated as a separate element of the total price, it shall be negotiated by the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator.*

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals means procurement through solicitation of a proposal from only one (1) source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source.

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2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An **emergency** exists whenever the time required for the board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes.
3. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the district.
4. After solicitation of a number of sources, the district determines the competition is inadequate.

In addition to standard procurement policy and procedures, the district will document the grounds for using the noncompetitive method in lieu of an otherwise required competitive method of procurement, which may include written confirmation from the contractor as the sole source of the item.

Documentation must be submitted to and maintained by the district office.

All noncompetitive proposals will ultimately be approved by the board. The district may utilize legal advice regarding noncompetitive proposals.

Profit must be negotiated separately for noncompetitive proposals, and a cost or price analysis will also be performed for noncompetitive proposals when the price exceeds ~~\$150,000~~ \$250,000.

Purchase Cards

The district approves the use of procurement cards for permissible purchases by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar purchases, and streamline contractor payment.

Procurement cards may be used for purchases under federal programs.

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR Sec. 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
7. Any arbitrary action in the procurement process.

Minority Businesses, Women’s Business Enterprises, Labor Surplus Area Firms

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(Sample Procedure)

The district must take necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (2 CFR Sec. 200.321)

1. Placing qualified small and minority business and women’s business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contractor, if subcontracts are let, to take the affirmative steps listed above.

Geographical Preferences Prohibited

The district must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals for purchases made with federal funds, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

[See Food Service Program Notes below for permissibility of geographic preferences and “Buy American” practices in purchasing certain food products]

Prequalified Lists

The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Solicitation Language

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(Sample Procedure)

The district must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Avoiding Acquisition of Unnecessary or Duplicative Items

The district must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration must be given to consolidating or breaking out procurements to obtain a more economical purchase; and, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Such considerations are accessible in the procedure to Policy DFAC: Allowability of Costs – Federal Programs.

Use of Intergovernmental Agreements and Cooperative Purchasing

To foster greater economy and efficiency, the district enters into state and local intergovernmental agreements where appropriate for cooperative purchasing or use of common or shared goods and services, as permitted by the Intergovernmental Cooperation Act.

When procuring supplies or services for federally funded purposes to which the Uniform Grant Guidance applies, the district shall verify that the organization conducting the procurement pursuant to such agreements complies with the applicable procurement methods, requirements, and standards of the Uniform Grant Guidance as outlined in this procedure.

Use of Federal Excess and Surplus Property

The district considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The district awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to

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(Sample Procedure)

such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

The district may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the district verifies that the contractor with whom the district intends to do business is not excluded or disqualified. (2 CFR Part 200, Appendix II, and 2 CFR Sec. 180.220 and 180.300).

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The { } *Business Manager* { } *Federal Programs Coordinator* will be responsible for verification. Such verification may include accessing the online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Maintenance of Procurement Records

The district must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

Maintenance of records of procurement will be governed by board Policies CN and DFAC.

Time and Materials Contracts

The district may use a time and materials type contract only: (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. **Time and materials type contract** means a contract whose cost to the district is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the district must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlements of Issues Arising Out of Procurements

The district alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

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(Sample Procedure)

These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the district of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The district maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. Protest procedures will be acted on in accordance with current state law and regulations, board policy and administrative regulations and procedures, and the advice of the board's legal counsel.

Food Service Program Notes:

Exemption from Bidding for Perishable Food Items -

Kansas law exempts purchases of food and foodstuffs necessary for the implementation or operation of any child nutrition program from bidding requirements. Bidding for such items is required only if the cost would be at or over the federal threshold at which formal competitive bidding is required (~~\$150,000~~\$250,000). Small purchase procedures may be used for purchases below ~~\$150,000~~\$250,000, or micro-purchase procedures for purchases below ~~\$3,500~~\$10,000. Use of bidding should be considered as an option if it is feasible and likely to result in cost savings.

Geographic Preferences -

The district is permitted to apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products. When a geographic preference is applied, the district has discretion to determine the local area to which the geographic preference option will be applied.

Unprocessed locally grown or locally raised agricultural products means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two (2) or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR Sec. 210.21, 215.14a, 220.16)

Buy American -

The district shall purchase, to the maximum extent practicable, domestic commodities or products for food service purposes. The term **domestic commodity or product** means: (7 CFR Sec. 210.21, 220.16)

1. An agricultural commodity that is produced in the United States; and

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(Sample Procedure)

2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Mandatory Contract Clauses -

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. (a) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
(b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
3. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
4. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
5. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
6. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

Contracts with Food Service Management Companies -

Procedures for selecting and contracting with a food service management company (FSMC) shall comply with guidance provided by the Kansas State Department of Education, Division of Child Nutrition and Wellness, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 215.14a, 220.16)

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Pre-Plated Meals -

Procedures for selecting and contracting with contractors of pre-plated meals shall comply with guidance provided by the Kansas State Department of Education, Division of Child Nutrition and Wellness, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 220.16)

Approved:

KASB Recommendation – 6/17; 6/18; 6/21

USD ___ Bullying Plan

(Also see Policies GAAE and JDDC)

Bullying means: Any intentional gesture or any intentional written, verbal, electronic, or physical act or threat either by any student, staff member, or parent towards a student or by any student, staff member or parent towards a staff member that is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment that a reasonable person, under the circumstances, knows or should know will have the effect of:

- Harming a student or staff member, whether physically or mentally;
- Damaging a student's or staff member's property;
- Placing a student or staff member in reasonable fear of harm; or
- Placing a student or staff member in reasonable fear of damage to the student's or staff member's property.

Bullying also includes cyberbullying. "Cyberbullying" means bullying by use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, online games, and websites.

Additionally, bullying means any form of intimidation or harassment prohibited by the board of education of the school district in policies concerning bullying adopted pursuant to K.S.A. 72-6147 or subsection (e) of K.S.A. 72-1138, and amendments thereto. USD ___ will not tolerate these actions by students, staff, or parents.

For the purposes of this plan and its authorizing policies, "parent" includes a biological, adoptive, or step-parent; guardian; custodian; or other person with authority to act on behalf of a student.

Similarly, a "staff member" means any person employed by the district.

Any act of bullying by either an individual student or group of students towards a student or staff member of the district is prohibited on or while utilizing school property, in a school vehicle, or at school-sponsored activities, programs, and events. This policy applies to students who directly engage in an act of bullying, to students who, by their behavior, support another student's act of bullying, and to all staff members and parents who engage in similar behaviors.

JDDC REPORT TO LOCAL LAW ENFORCEMENT (BULLYING) SHORT MODEL
BULLYING PLAN

Training concerning identifying, reporting, investigating, and preventing bullying behaviors as outlined in district policies and this plan shall be provided to students and staff members using district resources available for such purpose and shall be provided through school assemblies, staff development, or other appropriate forums at least {annually/biannually}.

USD _____ focuses on bullying prevention by:

1. Developing a bullying prevention program based on the KSDE Bullying Prevention Resource Toolkit including addressing bullying, building adult capacity to change climate and culture, curriculum and instructional resources, and measuring social -emotional learning;
2. Using the Kansas State Department of Education’s Social - Emotional and Character Development Standards to address school bullying and student mental health;
3. Implementing a social- emotional learning curriculum that includes an anti-bullying family engagement component;
4. Providing students and families with information and resources annually on bullying, cyberbullying, digital citizenship and how to make smart choices on-line;
5. Providing students and families with the district’s student behavior expectations relating to bullying and explanations for incidences that do not meet the legal definition of bullying;
6. Tracking incidences of bullying including physical, cyber, verbal, and relational bullying and reporting this information to the Kansas State Board of Education;
7. Collecting data on bullying incidences from social emotional data sources and annually reviewing this information with the board of education;
8. Developing cultural awareness and understanding that certain demographic groups are disproportionately bullied at a higher rate than peers based upon sex, disability, socio-economic status, religious beliefs, gender identity and expression, sexual-orientation, and race/ethnicity (including migrant populations);
9. Requiring all school employees to complete the following bullying prevention, identification, reporting and training module (describe district’s annual training program).

The board or the district administration on behalf of the board may seek student, staff, parent, and/or community input on the adoption, revision, and/or implementation of the board’s bullying policies or plan as directed or approved by the board.

No teacher, administrator, or school district employee shall engage in, permit, or tolerate bullying.

Retaliation against a victim, good faith reporter, or a witness to bullying is prohibited. A student or staff member who engages in an act of bullying, reprisal, ~~retaliation~~retaliation, or false reporting of bullying,

**JDDC ~~REPORT TO LOCAL LAW ENFORCEMENT (BULLYING)~~ SHORT MODEL
BULLYING PLAN**

shall be subject to discipline in accordance with school district policy and procedures. The school administration and/or board may ~~take into account~~consider the following factors when determining an appropriate disciplinary action for such prohibited conduct: the ages of the parties involved; the developmental and maturity levels, special education needs of the parties involved, and the nature, frequency, and severity of the behavior.

Discipline guidelines for student bullying may be found in student and employee handbooks. Offenses over time or single offenses which are severe in nature may result in discipline up to and including suspension and/or expulsion or termination from employment. Parents participating in prohibited bullying conduct aimed at district students and/or staff members may jeopardize their access to district facilities; district property; school sponsored activities, programs, and events; and/or district students and/or staff members through the district's communication systems. As appropriate, reports to local law enforcement will be filed to report criminal bullying behaviors. (See Policies EBC, GAAC, GAACA, JGEC, JGECA and KN)

Approved:

KASB Recommendation – 6/18; 6/21

JDDC REPORT TO LOCAL LAW ENFORCEMENT (BULLYING)

- Sample Form -

Retype to suit local needs, remove from policy book and file with the clerk and principals. Form could also be included in staff or student handbooks.

Report to Local Law Enforcement USD ___
--

Pursuant to Kansas law, the administrator or other school employee whose signature appears below is reporting the following crimes.

Briefly describe each incident and the person/s involved in a misdemeanor or felony behavior at school, on school property, or at a school activity.

Date	School/Location	Student/s or Person/s Involved	Brief Description of bullying incident/s.
1.			
2.			

School Districts are required by Federal Law and K.S.A. 72-6311 to protect the privacy rights of students under the age of 18.
--

Signed: _____
Administrator or other school employee

c/superintendent, USD ___; c/student's file/employee's file as allowed by applicable negotiated language

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JCDAStudent Conduct (See AEB, IIBG, JA, JCHAA and JHBAA)

JCDAATobacco-Free School Grounds for Students (See GAOC and KMA)

JCDBDress Code

JCDBB.....Weapons (See EBC, JDC, JDD, JHCAA and KGD)

Weapons and Destructive Devices

Penalties for Weapon Violations

JCEComplaints (See JDDC and KN)

Complaints about Discrimination

Complaints about School Rules

JCECDemonstrations (See JCAC)

JDA Corporal Punishment

JDB Detention

JDC Probation (See JCDBB and JDD)

JDD Suspension and Expulsion Procedures

(See AEB, EBC, IHEA, JBD, JCDA, JCDBB, JDC, JDDB, JDDC and JHCAA)

Reasons for Suspension or Expulsion

Short-term Suspension

Long-term Suspension or Expulsion

Rules Which Apply in all Cases When a Student may be Suspended or Expelled

Student Rights during a Long-Term Suspension/Expulsion Hearing

Appeal to the Board

JDDA Drug Free Schools (See GAOB and LDD)

Student Conduct

Insert Local Sanctions Here

JDDB Reporting to Law Enforcement (See EBC and JDD)

JDDC Bullying (See EBC, GAAB, JCE, JDD, JGEC, JGECA and KGC)

Cyber Bullying

JF Academic Achievement (See II and JR et seq.)

Reporting

Report Cards

JFA Peer Grading of Assignments

Option I – Peer Grading Prohibited

Option II – Limited Peer Grading Allowed

JFB Promotion and Retention

JFC Graduation Exercises

JFCA Early Graduation (See IHF)

JGA	Student Insurance Program
JGC	Health Assessments and Physicals (See JGCB)
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JGEC	Sexual Harassment (See GAAC, GAAD, GAF, JDDC and KN)
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JQI.....Adult Students

JQKA.....Foreign Exchange Students (See JBC)

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JQLA.....Class-size/Caseload Limits for Exceptional Students

JR.....Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

JRATypes of Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Permanent Student Records

Administrative records

Supplementary records

Tentative records

JRBRelease of Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Directory Information

Forwarding Pupil Records

JRCDisposition of Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

JRDHearing Request

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

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Forwarding Pupil Records

**One - to - One
CHROMEBOOK INITIATIVE**



**HANDBOOK
2020-2021**



**USD 212 One - to - One CHROMEBOOK INITIATIVE
HANDBOOK
2020-2021**

Procedures and Information for Students and Parents

The purpose of the USD 212 Board of Education's 1-to-1 Chromebook initiative is to create a collaborative learning environment for all learners that is consistent with advances in technology and facilitates resource sharing, critical thinking, innovation, research, creativity, communication, collaboration, increased productivity and mobile learning. It is the expectation of the board that district staff and community members will all play a role in the development of these effective and high quality educational experiences.

In furtherance of this goal, USD 212 is supplying all high school students with a Chromebook personal computing device. The Chromebook will allow student access to educational applications, web-based tools and many other useful sites. The Chromebook is an educational tool not intended for gaming, social networking or high-end computing, and all users will be expected to follow the district's acceptable use policy as well as all other state and federal laws, board policies and administrative procedures.

This document provides students with information about the general use of technology, ownership of the Chromebooks, rights and responsibilities for possession of the device, care of the Chromebook, its educational use and good digital citizenship. Additionally, the last page is a Chromebook Agreement form that students must complete before the student will be issued a Chromebook.

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USE AND OWNERSHIP

What is a Chromebook?

A Chromebook is a personal computing device that runs Google Chrome as its operating system. Chromebooks are designed to be used while connected to the Internet and support applications like Google Docs that reside on the Web, rather than traditional PC applications like Microsoft Office and Photoshop that reside on the machine itself.

Ownership of the Chromebook

Although students will be issued a Chromebook for the duration of each school year, USD 212 retains ownership of the Chromebook device.

Receiving the Chromebook

Every student in grades 6-12 will be issued a Chromebook, power adaptor and protective case for educational use in school and at home. The Chromebooks and peripherals will be distributed within the first two weeks of each school year.

All parents/guardians are required to read and sign the USD 212 Chromebook Loan Agreement before a Chromebook will be issued to their student.

All students are required to read and sign the USD 212 Chromebook Loan Agreement before a Chromebook will be issued.

Probationary Chromebook Status

To protect the assets of USD 212, students who have violated the Acceptable Use Policy or any other provisions included in the Chromebook Initiative Handbook will be required to turn in their Chromebook to the office at the end of each day for a period of two weeks unless otherwise specified in the Acceptable Use Policy. The office personnel will secure the equipment during the evening and the student will be allowed to check the Chromebook out daily for use during school.

Returning the Chromebook

Chromebooks, along with all peripherals and accessories, will be collected at the end of each school year. Failure to turn in a Chromebook will result in the student being charged the full replacement cost. Additionally, a report of stolen property with the local law enforcement agency may be filed by the district.

Any student who transfers, withdraws or is expelled prior to graduation will be required to return his/her Chromebook, peripherals, and accessories upon termination of enrollment. Failure to turn in the Chromebook to the school office on the last day of attendance will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving USD 212 may be turned over to a collection agency. Additionally, a report of stolen property with the local law enforcement agency may be filed by the district.

Care of the Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be reported as soon as possible so that they can be taken care of properly. The Chromebook should NEVER be taken to an outside computer service for any type of repairs or maintenance.

General Precautions

- No food or drink is allowed next to the Chromebook while in use.
- Cords, cables and removable storage devices must be inserted carefully into Chromebooks.
- Do not use the Chromebook with the power cord plugged in when the cord may be a tripping hazard.
- Never transport the Chromebook with the power cord plugged in.
- Never store the Chromebook in the carry case or backpack while plugged in.
- The Chromebook and its protective case must remain free of any writing, drawing, stickers and labels unless approved by school administration.
- Heavy objects should never be placed on top of Chromebooks.
- Never cover or otherwise obstruct the Chromebook's vents while the device is turned on.

Carrying Chromebooks

- Always transport Chromebooks with care and with the screen closed. Failure to do so may result in disciplinary action.
- Never lift the Chromebook by the screen.

Screen Care

- The Chromebook screen can be easily damaged if subjected to heavy objects, rough treatment, some cleaning solvents and other liquids. The screens are particularly sensitive to damage from excessive pressure, heat and light.
- Do not lean or put pressure on the top of the Chromebook when it is closed.
- Do not store the Chromebook with the screen in the open position.
- Do not place anything near the Chromebook that could put pressure on the screen.
- Do not place anything in a carrying case or backpack that will press against the cover.
- Do not poke the screen with anything that will mark or scratch the screen surface.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils or disks).
- Clean the screen with a soft, dry microfiber cloth or anti-static cloth only.

USD 212 Labels

- All Chromebooks will have a USD 212 label.
- Labels may not be covered, modified or otherwise tampered with in any way.
- Students may be charged up to the full replacement cost of a Chromebook for tampering with the label or turning in a Chromebook without the USD 212 label in place.

Chromebooks Left Unattended

- Under no circumstances should the Chromebook be left in a car or any unsupervised areas. Unsupervised areas include the school grounds, the lunchroom, vehicles, bathrooms, computer labs, library, unlocked classrooms and hallways. Any Chromebook left in these areas is in danger of being stolen. If a Chromebook is found in an unsupervised area, it should be taken immediately to the office. Multiple offenses may result in disciplinary action.

Damages, Repairs and Warranties

All Chromebook problems must be reported to the office. The district will repair or replace damaged equipment resulting from normal use. The district will make its best attempt to purchase replacement parts at the best possible price.

Repairs for damage within the vendor warranty period:

- The equipment vendor has a hardware warranty on the Chromebook.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- This limited warranty covers normal use, mechanical breakdown or faulty construction and will provide normal replacement parts necessary to repair the Chromebook or Chromebook replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, accidents or Chromebook viruses.
- Students are responsible for any of their actions that void the warranty (i.e. take the Chromebook apart; remove its parts, etc.). Students will be held responsible for the full cost of any parts replaced and associated labor costs due to such actions up to and including the cost of total replacement of the Chromebook .

Repair costs for damage and loss:

- The district will charge for the entire repair or replacement cost of the Chromebook and/or peripherals if damage or loss occurs due to the student's, parent's/guardian's intentional acts or as the result of their negligence in handling the device.
- Students are responsible for any losses or damages resulting from attempts to harm or destroy data of another person. This includes, but is not limited to, "hacking" or creating, loading or sharing malicious software, scripts or code (e.g. executable files (*.exe), batch files (*.bat), command files (*.com), system files (*.sys)).
- In case of theft, vandalism or other criminal acts, a police report MUST be filed with the local police department and a copy submitted to building administration.

No Expectation of Privacy

- Students have no expectation of confidentiality or privacy with respect to any usage of their Chromebook, regardless of whether that use is for school-related or personal purposes, other than as specifically provided by law.
- The school may, without prior notice or consent, log, supervise, access, view, monitor and record use of student Chromebooks at any time for any reason related to the operation of the school. By using the Chromebook, students agree to such access, monitoring and recording of their use.
- Teachers, school administrators and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.

EDUCATIONAL USE

School-issued Chromebooks should be used for educational purposes. Students are to adhere to the Acceptable Use Policy and all of its corresponding administrative procedures at all times.

Using the Chromebook at School

The Chromebook is intended for use at school every day. In addition to teacher expectations for Chromebook use, students may be asked to access school messages, announcements, calendars, handbooks and grades using their Chromebook. Students are expected to bring the Chromebook to all classes unless specifically advised not to do so by their teacher. Students who fail to bring the Chromebook to class are responsible for getting the coursework completed as if the Chromebook were present.

User Settings and Preferences

- Inappropriate media may not be used as Chromebook backgrounds or themes. Examples of inappropriate media include, but are not limited to, the presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, gang-related symbols or pictures. The use of any inappropriate media will result in disciplinary action.
- Sound must be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.
- Students should have their personal set of headphones for sanitary reasons.

Printing

- Students will have the ability to print, digitally publish and share their work with their teachers and peers when appropriate.

Account Access

- Students will log into their Chromebooks using their school-issued Google Apps for Education account.
- Students must never share their Google Apps for Education account password with others, unless needed by building administration to address time-sensitive issues.

Using the Chromebook Outside of School

Students may use the Chromebooks at home and other locations outside of school if approved beforehand. A WiFi Internet connection will be required for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the USD 212 Acceptable Use Policy, administrative procedures, state and federal laws and all other guidelines in this document wherever and whenever they use the Chromebooks.

Rights and Responsibilities

Use of district technology is a privilege and not a right. Everything done on any district-owned computer, network or electronic communication device may be monitored by school authorities. Inappropriate use of district technology will result in the associated disciplinary action as identified in the student handbook, the 1-to-1 handbook, district administrative procedures and board policies.

Managing and Saving Your Digital Work

- The majority of student work will be stored in Internet/cloud-based applications and can be accessed from any computer with an Internet connection and most mobile Internet devices.
- Some files may be stored on the Chromebook's hard drive.
- Students should remember to save frequently when working on digital media.
- The district is not responsible for the loss of any student work.
- Students are encouraged to maintain backups of their important work on a portable storage device or have multiple copies stored in different Internet storage solutions.

Content Filter

- The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection act (CIPA). All Chromebooks, regardless of physical location and Internet connection, will have Internet activity filtered. Despite the filter, the district cannot guarantee that all controversial or inappropriate materials will be blocked.

Student Responsibilities

- The student will treat the Chromebook with care by not dropping it, getting it wet, leaving it outdoors or using it with food or drink nearby.
- The student will not lend the Chromebook to any friends or siblings; it will stay in his/her possession or locked in his/her locker at all times.
- The student will not load software or apps onto the Chromebook.
- The student will not install peer-to-peer file sharing programs.
- The student will not remove programs or files from the Chromebook.
- The student will follow all board policies and administrative procedures when using the Chromebook both at and away from school.
- The student will not give personal information when using the Internet.
- The student will not attempt to repair the Chromebook.
- The student will report damage or needed repairs immediately.
- The student will submit to a Chromebook audit when requested.

Parent Responsibilities

- The parent/guardian will supervise his/her child's use of the Chromebook if permission is granted to allow it to go home.
- The parent/guardian will supervise his/her child's use of the Internet if permission is granted to allow it to go home.
- The parent/guardian will not attempt to repair the Chromebook.
- The parent/guardian will report any problems with the Chromebook immediately to the school.
- The parent/guardian will not load or delete any software from the Chromebook.

DIGITAL CITIZENSHIP: ACCEPTABLE AND ETHICAL USE POLICY

Student Conduct

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. *Respect Yourself:* I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. *Protect Yourself:* I will ensure that the information, images and materials I post online will not put me at risk. I will not publish my personal details, contact details or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts and resources.
3. *Respect Others:* I will show respect to others. I will not use electronic mediums to antagonize, bully, harass or stalk people. I will show respect for other people in my choice of websites. I will not visit sites that are degrading to others, pornographic, racist or inappropriate. I will not enter other people's private spaces or areas.
4. *Protect Others:* I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. *Respect Intellectual Property:* I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.

Inappropriate Use

All students are expected to abide by the board's Acceptable and Ethical Use of Technology policy (IIBG). The following is a non-exclusive list of conduct prohibited while using district technology.

1. Using, creating, accessing, uploading, downloading, retaining or distributing defamatory, obscene, profane, sexually-explicit, pornographic, threatening or illegal content or materials.
2. Violating any federal, state or local law or administrative regulation or failing to follow any other policies or guidelines established by the district or building administrators/supervisors.
3. Violating copyright or otherwise transmitting or using the intellectual property of another individual or organization without permission, specifically including, but not limited to, the unlawful downloading of music, movies, computer software or pictures.
4. Vandalizing, which is any unauthorized access and/or malicious attempt to damage computer hardware/software or networks or destroying the data of another user, including creating, uploading or intentionally introducing viruses.

5. Intentionally wasting limited resources, including, but not limited to, storage of excessive amounts of personal electronic mail, movies, music and picture files on district computers or servers.
6. Using district technology to create or access personal electronic mail accounts to engage in conduct that would violate any district policy.
7. Using the district's network or computers for commercial purposes or for any personal financial gain, including, but not limited to, selling items and maintenance of a personal or business website or electronic mail accounts.
8. Harassing, bullying, insulting or attacking others.
9. Accessing or transmitting electronic mail or other electronic files containing inappropriate and/or offensive material that is aimed at members of any protected class (examples would include jokes targeted at person(s) based upon gender, race, ethnicity, disability, etc.).
10. Using district technology to distribute messages to large groups of people for non-district purposes, including, but not limited to, "everyone e-mails," "mass e-mails," global e-mails," and "Spam," unless expressly approved by the superintendent.
11. Gaining unauthorized access to the files or other informational resources of other persons or entities without permission, whether stored on or off the district's network.
12. Using others' passwords.
13. Invading the privacy of individuals and/or revealing personal information online about any other district staff or student.
14. Installing equipment on or making modifications to district technology, such as altering the setup of computers (e.g., desktops, icons, wallpapers, screensavers or installed software) without pre-authorization from MIS.
15. Utilizing proxy sites or other means to circumvent the district's filter and/or other security measures.



FREQUENTLY ASKED QUESTIONS

1. **Will students/parents/guardians have to purchase a Chromebook?**
No, USD 212 will provide a Chromebook for every student grades 6-12.
2. **Is there a technology fee at enrollment?**
No.
3. **Will students be able to take the Chromebook home?**
No. Devices will stay at the school unless arrangements have been made with administration.
4. **Will students have to turn the Chromebook into the school for the summer?**
Yes, students will turn in the device for the summer and receive the same device upon their return for the following school year.
5. **How will Chromebooks be inventoried?**
USD 212 will inventory the Chromebook devices by using the serial number. Students will be assigned a Chromebook, keeping the same device during their attendance at Northern Valley.
6. **Can students personalize their Chromebooks?**
Each Chromebook will have a sticker on top with the name of the person who is assigned to that device; however, many students may wish to further personalize their assigned Chromebook. Students will be shown acceptable ways of doing this when they receive their Chromebook. Guidelines are listed below.
 - *Permanent markers and very sticky stickers are prohibited. Students should make sure that any personalization on the protective front cover is easy to remove.*
 - *NEVER personalize the back cover as this may block the device vents, causing the Chromebook to overheat and malfunction.*
 - *All personalizations must be school-appropriate; district policies apply. If it is determined that a student has personalized his/her Chromebook inappropriately, that student will be responsible for removing the offensive material. If the offensive material cannot be removed, the student will have to replace the cover.*
- 7.

8. **What if a Chromebook is damaged or broken?**

If the Chromebook is damaged, the student will turn the device into the office for repair. If the device is damaged beyond repair, the student will be responsible for the replacement cost of the device. If the device was willfully broken, the building discipline policies will be in effect.

- *If the repair cannot be completed by the end of the day, a loaner Chromebook will be assigned to the individual student until the student's Chromebook is repaired and returned. The student will be responsible for any loss or damage to the loaner Chromebook.*

9. **What happens if the Chromebook is lost?**

If a device is lost, the student will be charged the cost of the Chromebook and will be issued a replacement.

10. **Will there be an insurance policy parents/guardians are required to purchase or is one offered?**

USD 212 will not provide an insurance policy to cover the device. After researching the options, it was decided that it would not yield any real savings to families. Parents are encouraged to explore their homeowners' insurance and other insurance as options.

11. **If I have to replace a Chromebook, would I have to pay the same replacement cost, even if the Chromebook is not brand new?**

Yes. No matter the age of the device, it costs the same amount of money to replace it.

12. **What happens if another student steals my student's Chromebook?**

As with any theft, the authorities should be contacted immediately, a police report should be filed, and the school should be contacted. It will be possible to identify anyone who logs onto a Chromebook with a USD 212 Google Apps for Education account, which will help authorities track the Chromebook.

13. **What happens if a person unaffiliated with USD 212 steals my student's Chromebook?**

Based on how a Chromebook is set up, your student's device becomes unusable if someone outside of the district tries to log into the Chromebook. Only people with USD 212 Google Apps for Education account usernames and passwords can log into the devices.

14. **What if a student forgets his/her Chromebook at home? Is the student provided a loaner for the day?**

Students who forget their Chromebooks will be loaned a device by the classroom teacher for the duration of the class period. Chromebooks will not be removed from the classroom.

15. **I am concerned about the Chromebook being in bags with textbooks and the weight of the books damaging the Chromebook; do you have any suggestions of how I can protect the device in my student's book bag?**

Our recommendation is to carry the Chromebook in a separate bag.

16. **Will a case/cover be required? If so, will the school purchase the case/cover?**
Yes, a case/cover will be required and provided by the school. It is expected that these covers remain on the Chromebooks at all times. These covers serve two purposes: 1) to help protect the Chromebook from every day wear and tear; and 2) to help absorb some of the impact associated with regular use of the Chromebook. Keep in mind that no cover will protect the Chromebook from severe or negligent treatment. It is up to each student to practice good care of his/her Chromebook.
17. **What if the device malfunctions? Can my student access his/her online files with another device other than the Chromebook?**
Students can access their documents stored in their Google Apps for Education account (their Google Drive) wherever they can access the Internet.
18. **If a student uses the Chromebook inappropriately, what discipline procedures are in place?**
Information on disciplinary action can be found in the high school student handbook and in this document.
19. **Will there be restrictions on the Chromebook?**
There is a filter on the device so that no matter where the students are when they access the Internet, they are accessing a filtered environment. Students will not be allowed to download or delete apps on the device.
20. **Does the district plan on blocking certain websites such as NetFlix?**
The limiting of access to certain websites and services is an ongoing process that involves several variables. We welcome parent input with this process. If there are other sites that are deemed inappropriate that have made it through the filter, please notify a USD212 staff member.
21. **What if a student does not have Internet at home?**
Many Google Drive items can be accessed when not on the Internet if they were set up to do so. Students will receive instructions on how to make their files available offline. Additionally, the district believes that there are enough free options to access the Internet around town that Internet service will not be provided by the district.
- 22.

23. **Does the Chromebook automatically accept hot spots? If not, how do I go about getting the Chromebook to recognize a new hot spot?**
The Chromebook will pick up Internet connections that are within range. If it is the first time on that hot spot or if there are several options available, the user will have to select the connection and enter the security password (if there is one). After the first time, that process will be automatic.
24. **Do the Chromebooks have a place where my student can plug in a jump drive? If so, where is the port located?**
Yes. The USB ports are on the back of the device. There is also a slot for an SD card, like those used to store photos from a camera.
25. **What is the readability of the font size, types, and brightness for the programs and documents, spreadsheets, presentations, and forms?**
*There are multiple controls on the Chromebook to help with these functions. Brightness is controlled from the top level of buttons on the Chromebook. To increase font size, press **ctrl +**. To decrease font size, press **ctrl -**.*
26. **Who sees the information my student saves or posts (photos or documents)?**
Students can control who sees docs, spreadsheets, presentations and Google sites by setting sharing permission. It is anticipated that students will share various classroom assignments with others as part of the collaborative process. USD 212 administration has the ability to access all content on USD 212-owned devices and managed accounts.
27. **How is the technology/software updated?**
The device automatically updates after it has been properly shut down and restarted. It is recommended that the student shut down the device daily to allow updates to be installed.
28. **Is the Chromebook Handbook included with the paperwork we encounter during registration?**

The Loan Agreement is part of the registration information; however, the Chromebook Handbook is not. You can access the Chromebook Handbook on the district webpage.

USD 212 One-to-One CHROMEBOOK INITIATIVE
Student Chromebook Loan Agreement

One Chromebook, power adapter and protective case are being loaned to the Student/Borrower and are in good working order. It is Student/Borrower's responsibility to care for the equipment and ensure that it is retained in a safe environment.

This equipment is, and at all-time remains, the property of USD 212 (District) and is herewith lent to the Student/Borrower for educational purposes only for the academic school year.

Student/Borrower may not deface or destroy this property in any way. Inappropriate use of the machine may result in the Student/Borrower losing his/her right to use this computer. The equipment will be returned to the school when requested by the District, or sooner, if the Student/Borrower withdraws from the District prior to the end of the school year.

The District property may be used by Student/Borrower only for non-commercial educational purposes, in accordance with the District's Acceptable and Ethical Use of Technology Resources policy (IIBG), as well as local, state and federal statutes and regulations.

Student/Borrower may not install or use any software or apps other than those owned or approved by the District and made available to Student/Borrower in accordance with this Chromebook Loan Agreement.

One user account with specific privileges and capabilities has been set up on the Chromebook for the exclusive use of the Student/Borrower to which it has been assigned. The Student/Borrower agrees to make no attempts to change or allow others to change the privileges and capabilities of this user account and also agrees to make no attempts to add, delete, access or modify another user's account.

The District network is provided for the academic use of all students and staff. The Student/Borrower agrees to take no action that would interfere with the efficient, academic use of the network.

Identification and inventory labels have been placed on the Chromebooks. These labels are not to be removed or modified. If they become damaged or missing, the student must contact the student help desk for replacements. Additional stickers, labels, tags or markings are not to be added to the Chromebook or the protective case unless approved by the school administrator.

A Google Apps for Education account is available for each Student/Borrower to use for appropriate academic communication with other students and staff members.

Students will be charged replacement cost for any intentional, negligent or repeated damage to, loss of, or failure to return the Chromebook. Student/Borrower acknowledges and agrees that his/her use of the Chromebook is a privilege and that by Student/Borrower's agreement to the terms hereof, Student/Borrower acknowledges his/her responsibility to protect and safeguard the Chromebook and to return the same in good condition and repair upon request by the District.

I have read and agree to conditions listed above. I have also received a copy of the 1-to-1 Chromebook Initiative Handbook and have read, understand and agree to abide by its terms and all other USD 212 Board of Education Policies and administrative regulations.

Student Signature: _____ Student ID: _____ Date: _____

Parent Signature: _____ Date: _____

Northern Valley
USD 212
Activity Handbook



Students & Parents

Approved by the USD 212 Board of Education on

May 11, 2020

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Note:

Students will not be charged for admission to attend activities at Northern Valley.[HVP1]

Activities Handbook for Students and Parents

I. Introduction

It is the role of the Activity Department of Northern Valley 6 - 12 to make rules that govern the spirit of competition for the school. These rules need broad community support that is achieved through communication with the student and the parent. It is our hope to accomplish this objective with this Activity Handbook for Students and Parents.

A. To the Parents

This material is presented to you because your son/daughter has indicated a desire to participate in interscholastic activities and you have expressed your willingness to permit him/her to participate. Your family interest in our activity program is gratifying. We believe participation in interscholastic activities provides a wealth of opportunities and experiences for each of our students to grow and develop. We are concerned with the educational development of our students through activities and believe a properly controlled, well-organized activities program must meet the students' needs. It is our responsibility to maintain a program that is sound in purpose and will promote each student's personal growth. When your son/daughter chose to participate in our activity program, he/she committed our staff to certain responsibilities and obligations that are:

- (1) to provide adequate equipment and facilities;
- (2) to provide training in the fundamental skills of the activity;
- (3) to provide trained personnel to supervise the activity; and
- (4) to provide contests controlled by qualified officials.

As parents of students who have chosen to participate in the extracurricular activities of Northern Valley 6 - 12, you have also committed yourselves to certain responsibilities and obligations. Among those duties are:

- (1) to support your son/daughter;
- (2) to support the program and the coaching staff;
- (3) to support the training and behavior rules set forth in this handbook; and
- (4) to support the rules of Good Sportsmanship.

Remember, a student who elects to participate in activities is voluntarily choosing self-discipline and self-sacrifice. These are the reasons we stress good training habits and citizenship. Failure to comply with the rules of training and conduct means exclusion from the activity. The concepts of self-discipline and self-sacrifice are tempered by our responsibility to recognize the rights of the individual within the objectives of the activity. There is no place in Northern Valley 6 - 12 activities for students who will not discipline their minds and bodies to rigorous competition on the playing field, in a fine arts performance, and in the classroom. We are striving for excellence, and we must not compromise with mediocrity.

B. To the Students

Becoming a member of a Northern Valley 6-12 team is the fulfillment of many students' dreams. The attainment of this goal carries with it traditions and responsibilities. These traditions were not built

overnight; it takes the hard work of many people over a long period of time. As a member of the **"Huskies,"** you have inherited a great tradition, and we challenge you to uphold the tradition.

Our tradition is to play with **HONOR**. We desire to win, but only with Honor to our student body, our school, and our community. Such a tradition is worthy of the best efforts from all concerned. During the past, our teams have achieved their share of league and tournament championships and many individuals have set records and won individual honors. It will not be easy to contribute to this tradition. When you wear the green and white colors of Northern Valley [HVP2], we want you to understand our traditions and be willing to assume the responsibilities that go with these traditions. The contributions you make should be an accomplishment that is satisfying to you and your family.

Responsibilities to yourself. The most important responsibility is to broaden yourself and develop strength and character. You owe it to yourself to develop the greatest possible good from your 6 - 12 experiences. Your academic studies and your participation in extracurricular activities will prepare you for your life as an adult.

Responsibilities of your school. Northern Valley 6 -12 cannot maintain its position as an outstanding school unless you do your best in whatever activity you participate. When you participate to the maximum of your ability, you are contributing to the reputation of Northern Valley 6 - 12. You are providing leadership to the school and community when you participate in any activity. So make the school and community proud of you and your efforts.

You are a role model! Whether you want to be or not, you have become a role model...be a positive one, and set a good example for others to follow.

II. Activity/Athletic Department

A. Philosophy

The Northern Valley 6 - 12 Activity Program provides a variety of experiences to aid in the development of favorable habits, attitudes, and skills that will prepare students for adult life. The interscholastic program shall be conducted in accordance with existing USD #212 Board of Education policies, rules and regulations. While the Board of Education takes great pride in winning, it does not condone "winning at any price." It discourages any and all pressures, which are reflective of poor sportsmanship or bullying behaviors. At all times, the interscholastic program must be conducted in such a way as to justify the program as an educational activity.

B. Goal and Objectives

Goal-The student shall become an effective citizen.

Objectives- The student shall learn:

(1) To work with others - In society, a person must develop self-discipline, respect for authority, and the spirit of hard work and sacrifice. The team and its objectives must be placed higher than personal desires.

(2) To be successful - Our society is very competitive. We do not always win, but we become successful by continuously striving to win. You can learn to accept defeat only by striving to win with earnest dedication. Develop a desire to excel.

(3). To develop sportsmanship - To accept any triumph or defeat like a true sportsman, knowing we have done our best, we must learn to treat others as we would have others treat us. We need to develop desirable social traits, including emotional control, honesty, cooperation and dependability. If we win, but show poor sportsmanship, we lose. If we lose, but show good sportsmanship, we win.

(4) To improve - Improvement is essential to good citizenship. As a participant, you must establish a goal and you must constantly try to reach that goal. Try to better yourself in the skills involved, whether on the playing field or in the classroom.

(5) To enjoy participating in the activity- For the student to maximize their enjoyment from participating in the activity, it is necessary for the student to acknowledge all of the personal rewards to be derived from the activity, and to give sufficiently of themselves in order to preserve and improve themselves and the program.

(6) To develop desirable personal health habits - To be an active, contributing citizen, it is important to obtain a high degree of physical fitness through exercise and good health habits, and to develop the desire to maintain this level of physical fitness after formal competition has been completed.

III. Governances

A. Board of Education

The Board of Education is the ruling authority for the Northern Valley Public Schools. The Board of Education is responsible for the following:

- (1) Interpreting the needs of the community
- (2) Developing policies in accordance with State statutes and mandates and in compliance with the educational needs and wishes of the people of USD #212
- (3) Approving means by which the professional staff may make these policies effective
- (4) Evaluating the interscholastic activity program in terms of its educational value to the community

B. Western Kansas Liberty League

Northern Valley 6 - 12 is a voluntary member of the Western Kansas Liberty League. The league was established for the primary purpose of promoting selected interscholastic activities among the member schools and assures such advantages as may be gained by a union of effort. The league encourages member schools to improve their co-curricular programs. League membership facilitates the arranging of schedules, equalizing competition, conducting league meets, and determining league championships. The league provides Northern Valley 6 - 12 the opportunity for competition in an effort to limit travel time, and with schools of similar size and athletic philosophy. Membership implies abiding by league schedules, rules, and regulations.

C. Kansas State High School Activities Association (KSHSAA)

All schools are voluntary members of KSHSAA. As a member school, Northern Valley 6 - 12 agrees to abide by and enforce all the rules and regulations established by the Association. The primary role of KSHSAA is to maintain rules and regulations that ensure equity in competition for the student participants and a balance with other educational programs. KSHSAA solicits input and is responsive to requests for rule modification from member schools, appointed committees, and coaches' associations. KSHSAA attempts to enforce such rules that assure the greatest good for its members and competition is conducted in an appropriate manner.

[HVP3]

IV. Eligibility Requirements

To be eligible to participate in interscholastic activities, the student must meet the following criteria:

A. Enrollment - a student must be enrolled in five or more subjects.

B. Age - any student who is nineteen prior to September 1st is ineligible, but can appeal.

C. Physical Exams* -

- (1) A physical examination must be completed by a board-certified physician or mid-level practitioner each year.
- (2) The purpose of the physical is to certify that the student is physically fit to participate in athletics, activities, dance, and/or cheerleading.
- (3) If the physician or practitioner determines that the student is physically fit to participate, the student must request a signed statement certifying this assessment. A parent or guardian must also sign this form, indicating that they are providing permission for their student to participate.
- (4) A copy of the signed statement for the relevant school year must be provided to the school prior to participation in any activity. This form will be kept on file in the Activity Director's office.

D. Insurance

- (1) The student and parents must sign an Insurance Verification form before the student begins active participation in the activity or sport.
- (2) The school district carries catastrophic insurance coverage through KSHSAA.
 - a. This insurance covers school-time activities with a \$10,000 (ten thousand dollar) deductible.
 - b. Coverage is limited to catastrophic accidents.
 - c. ***The school insurance will not cover expenses for injuries that occur as a result of horseplay or fighting.***
- (3) Parents/guardians are required to have health insurance coverage on their student. They may choose to purchase activity-specific insurance^[HVP4], or they may opt for their student's existing health insurance to cover any potential accidents or injuries.
- (4) Accidents and injuries must be reported in a timely manner. Should an accident or injury occur during the course of sports participation, insurance claims shall be processed as follows:
 - a. **All expenses incurred must first be submitted to the parent/guardian's insurance company for payment.**
 - b. **Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (United Healthcare).**
 - c. ***Expenses not covered by either will become the final responsibility of the parent/guardian.***
- (5) **Medical Release Form**
 - a. This form must be completed and signed prior to student participation in any activity.
 - b. The student will provide the school with a medical release form, signed by the parents with the insurance company, policy number, family doctor, and a contact telephone number. The medical release will allow the school administration and/or coaches/sponsors to obtain medical treatment if the parents are not available. This form is a requirement to participate in an interscholastic activity. The form will be filed in the Activity Director's office and a copy will be carried by the coach and/or sponsor to each interscholastic contest.

E. Acknowledgement of Activities Policies - Upon entering the 6 - 12 or at the time the student tries out for an activity, he/she will be presented with this HANDBOOK containing all the necessary forms and information for participating in the activity.

- (1) Each parent or guardian shall read all of the enclosed material and sign the Interscholastic Activity Program Parent Permission and Student Contract form to certify that they understand the eligibility rules and policies of the school district.
- (2) The student shall also read the handbook and sign the Student Contract portion of the form.
- (3) This signed document will be filed in the Activity Director's office.

F. Number of Seasons - a student shall not have more than four seasons of possible eligibility in grades nine through twelve

G. Scholastic Eligibility (Set by KSHSAA and USD 212)

- (1) Each student must have passed at least five (5) new subjects of unit weight the previous semester or the last semester of attendance
 - a. Summer school does not count
 - b. Classes previously passed do not count
- (2) Students must maintain eligibility by failing and/or having an incomplete in no more than one class.

H. Residence and Attendance

- (1) A student who attends one class after enrolling is considered in attendance.
- (2) Should the student transfer to another district, then application for participation must be made to KSHSAA.
- (3) Upon entering 6 - 12 for the first time, the student is eligible.
- (4) If a student's parent(s) or legal guardian(s) make a bona fide move to a new residence in the vicinity of the new school to which the student transfers, the student is immediately eligible.

I. Student in Good Standing

- (1) In order to participate, the student must be a bona fide undergraduate of Northern Valley Schools and one who is eligible or has the possibility of eligibility.
- (2) A student who has poor attendance, is under penalty of suspension, or whose character brings discredit to the school or to the student, as determined by the principal, is not in good standing and is ineligible for a period of time as specified by the principal.
- (3) The eligibility of any student(s) involved in ongoing legal action in which they are accused of a crime will be reviewed on a case-by-case basis by the administration and coaches involved.
- (3) **Chemical-Free Rules:** A student who uses any form of tobacco, illegal drugs, alcoholic beverages, etc., is **not** in good standing.
- (4) A student who uses anabolic steroids shall be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is free of that drug.
- (5) A student shall not be permitted to make up work after the close of the semester for the purpose of becoming eligible. An "incomplete" shall count as a failure. However, should a student have an excused absence for day(s) missed, completing such work per school policy would not be considered as "make up" per semester. Summer School is not to be used for making up credit deficiencies for the purpose of becoming eligible.
- (6) If the student competes under an assumed name, he or she shall be ineligible in all activities.
- (7) The duration of ineligibility and any additional consequences for the behaviors resulting in ineligibility will be determined by the Northern Valley Administration.

J. Awards* - may be provided, but are limited to traditional letters, medals, ribbons, or certificates to the student for outstanding achievement. No student shall accept an award from outside agencies as it relates to interscholastic activities. No cash or merchandise may be given, nor can a student participate on a team in which the award is cash or merchandise. The outside agency can give medals, ribbons, or certificates similar to those awarded by KSHSAA.

K. Outside Competition* - a student who is a member of a school athletic, scholars' bowl, or debate squad effective Tuesday following Labor Day through Friday preceding Memorial Day may not participate as a member of an outside team or as an independent competitor in the same sport, scholars' bowl or debate activity. No more than three (3) members can participate on the same team during the off-season.

L. Seasons of Activities* - during the school year, a coach/sponsor/coach's aide may only be involved with his/her participants in an activity during the season. Prior to or after season, a coach/sponsor/coach's aide **may not**:

- a. Organize or conduct practices or competitions for his/her participants. However, a coach/sponsor may be involved in one organizational meeting for a non-school league to assure no more than three of his/her athletes in basketball, six in 11-Man football, five in 8-Man football, four in volleyball, six in soccer, five in baseball, or five in softball are on the same outside team
- b. Practice or compete with or against his/her athletes
- c. Attend clinics or camps with his/her athletes

Following the season of sport, seniors may receive instruction from their school coach, in the same sport.

M. Risk of Participation

All students and parents must realize the risk of serious injury that may be the result of athletic play. Northern Valley Schools will use the following safeguards to make every effort to minimize the risk of injury:

- (1) Prior to the start of the school year, parents and participants should be fully informed of the athletic policies in order to advise, caution, and warn parents/students of the potential for possible injury.
- (2) Coaching staff is knowledgeable in the most up-to-date techniques and skills to be taught in their assigned sport.
- (3) Students shall receive annual instruction about the dangers of participation in the particular sport, and in their responsibility to follow safety procedures.

N. Care of Equipment

The student is responsible for the proper care and security of equipment issued. The equipment is to be worn only for contests and/or practice. All equipment not returned in good condition at the end of the season will be subject to financial penalty.

*** Applies only to KSHSAA sponsored activities**

V. Northern Valley School District Activity Code of Conduct

The Northern Valley School Activity Department believes that athletics and other interscholastic activities are integral parts of the school's educational program, since they provide experiences that will help young people to grow physically, mentally, and emotionally. Emphasis is placed on educating students through athletics/activities as well as teaching athletic/activity skills.

Participation in activities is not only beneficial in terms of better health, physical fitness, and improved motor skills, but also is important in other intangible areas as well. The desire to succeed and to excel should be instilled in students as well as helping to develop better self-discipline and emotional maturity. Respect for authority, respect for the rights of others and developing high ideals of fairness in people-to-people relationships are desirable learning outcomes to be achieved through activity conduct.

Winning, involving the spirit of competition, is an immediate objective of all activity contests, but is not an end in itself. The desire to win can and should be used to stimulate the achievement of ultimate objectives (**Sportsmanship and Fair Play**).

Here at NVHS and NVMS, our main objective is to instill in our student participants the concept that success is brought about by hard work, commitment, sacrifice, preparedness, and doing the best that one can in any situation. We sincerely hope that these traits are carried over to not only classroom work, but also in later endeavors.

A. Interscholastic Activity Code of Conduct and Contract

The athletic/activity program is an integral and important part of the school's total educational program. Participation in the Interscholastic Activity Program is a privilege extended to NVHS and NVMS students. This is why we, as a school district, are looking for participants who are willing to make a commitment to the activity program.

We encourage role modeling by our participants in order to set positive examples for the younger students to follow. This is best accomplished by the strict adherence to all elements of the activity code of conduct, including avoidance of drugs and alcohol and displaying proper conduct and respect at all times.

In preparation for signing the activity contract, it is necessary to adhere to the responsibility of abstaining from drugs, tobacco and alcohol. Signing the activity contract indicates that you are agreeing to remain free of drugs, tobacco, and alcohol. This is a commitment you are making to yourself, your team, and your school.

Northern Valley Schools and its activity department wish all participants the best of luck during their athletic/activity career. We hope that it is an enjoyable and rewarding experience for you. We are proud to have you represent us in our Interscholastic Activity Program.

B. Interscholastic Activity Rules

This section describes the rules that participants must follow and parents should understand. Please keep this document for reference, and if there is a question about any rule, contact the Athletic Director for clarification.

C. Activities

The extra-curricular activities governed by this code of conduct are for students who represent NVHS and NVMS in competitions or performances in grades 6-12. Some of these activities could be considered co-curricular as well as extra-curricular but all activities are defined as extra-curricular for the purpose of this

code of conduct. *Examples of activities covered by this code of conduct include, but are not limited to the following:*

KSHSAA Sanctioned Activities: Cross Country, Football, Volleyball, Basketball, Golf, Track and Field, Dance and Drill, Cheerleading, Forensics, Vocal, Band, Student Council, KAY, and Scholars Bowl

D. Enforcement of the Code of Conduct

The rules contained within the code of conduct apply to students in grades 6 -12. The rules contained in this code of conduct are in effect for the entire time a student is participating in an activity within the current school year. *During the time a student is participating in an extra-curricular activity, the code of conduct is in effect 24 hours a day, 7 days a week. The rules within the code of conduct are enforceable at all school and non-school activities and events.* The first meeting or practice in the current school year defines the beginning of the enforcement period for each activity. The last meeting, practice, formal activity, or competition defines the end of the enforcement period for each activity. A competition is generally defined as any formally scheduled game, match or meet between other teams or schools. Events include all formal performances or exhibitions by an extra-curricular or co-curricular group that occur outside the regular school day.

In the case of yearlong activities, the enforcement period is divided into two semester activity periods. Disciplinary consequences will carry over to the next semester when the consequence(s) cannot be served within the current semester (disciplinary consequences may include suspension of the student from a competition or event).

E. Guidelines for Administration of the Code of Conduct

Due Process

A student will be given the opportunity to respond to allegations that he/she has violated a rule contained in the code of conduct. When a school administrator has reasonable belief a student may have violated a condition of the Code of Conduct, the administrator or designee is responsible for investigating the allegations.

Documentation

School administrators are required to provide written notification to the student and parents/guardian when it has been determined that the student has violated a rule within this code of conduct. The notification will identify the rule that has been violated and the consequence given as a result of the violation. Copies of the notification will be provided to the director or coach of the student

F. PROCEDURES

1. When an incident is brought to the attention of an administrator by law enforcement, faculty, or staff, facts will be gathered and a determination of whether a violation has occurred will be made, and assessment of penalty, if appropriate, will be given.
2. The student and parent/guardian will be notified of the decision in person, if possible, or by telephone, with written confirmation to follow. The written confirmation will notify the student and his/her parent/guardian of the appeal procedure and will include a written statement of the violation.
3. The student or his/her parents may appeal the decision to a Review Board by submitting a written request to the Principal within five calendar days of the initial telephone or written notification. The Review Board will consist of an administrator (other than the person who initiated disciplinary action), the appropriate coach(es)/advisor(s) and the student success coordinator. The administrator presenting the evidence and the student will attend. The student's parent/guardian will be invited to attend. The student and his/her parent/guardian will be notified of the date, time, and place for the Review Board meeting in person or by telephone, if possible, with confirmation in writing.

An appeal to the Review Board, made within the five-day limit, will temporarily stay the penalty until after the Review Board decision. School personnel, the student, and parents will cooperate so that the Review Board meeting can be held as quickly as possible and the matter can be resolved. If the Review Board affirms that a violation has occurred, the penalty will be implemented by the building administrator on the day the Review Board decision is announced.

A final appeal may be made to the Board of Education. The appeal must be submitted to the Superintendent in writing within five calendar days of verbal notification of the student's violation. There will be no stay of the penalty pending this appeal. The Board of Education may only remove the violation from the student's record and discontinue a penalty.

NOTE: The Board of Education will only review the procedures of the case including the Review Board appeal. It may or may not decide to hear an appeal before the Board based on its review of the case.

ANY VIOLATION OF THE CHEMICAL FREE RULES WILL AUTOMATICALLY RESULT IN THE LOSS OF YOUR RIGHTS TO CAPTAINCY AND ALL POST SEASON AWARDS. IF YOU MEET THE REQUIREMENTS FOR YOUR LETTER, YOU WILL RECEIVE IT.

G. Penalties for Violating the Chemical Free Rules

Penalties for violations outlined in the code of conduct for student activity participants are listed below. Generally, it will be the first practice of the school year or the beginning of the school year whichever is the earliest until the end of the school year or last competition whichever the latest is.

First Violation

For activities, which have a schedule of public playing dates, or activities, a first violation of the Chemical Involvement Code will result in removal from participation from all activities for one week or the next competition or performance, whichever is the greater penalty.

After a first violation and before the student is permitted to resume participation in activities, a conference will be held with the student and school representative(s). The purpose of this conference will include a review of school policy and expectations.

The student and parent(s) will be advised of the penalty for a second violation.

Second Violation

A second violation of the Chemical Free Rules will result in removal from participation in all activities for two school calendar months. The student will be allowed to practice during the removal period. Conferencing, as described above, is required before a student may resume participation.

Third Violation

If there is a third or subsequent violation of the Chemical Free Rules, it will result in removal from participation in all activities for 18 weeks.

The student will be allowed to practice during the removal period.

H. VIOLATIONS

Violations of the Chemical Involvement Code will be cumulative throughout the student's high school career. Upon entering high school, violations will not be transferred to the high school. (A high school student will start at the high school level with zero violations.) Violations will be cumulative through the student's high school career (starting in ninth grade). After a period of eighteen consecutive months, a student may petition the administration to clear his/her record of a violation if no subsequent violations on this policy have occurred during that period.

VI. Provisions of Participation:

You are aware that you are bound by all provisions in the NVHS and NVMS Student/Parent Handbook and Code of Conduct.

You must fulfill the eligibility requirements set by the school district and KSHSAA if applicable.

You will be present at all team meetings, practices, scrimmages, and games unless you are ill or have been excused, in advance, by your coach/sponsor.

In order to practice or play in a game on any school day, you must be in school by the last three hours of the school day (12:30 PM) and have a valid excuse; example (doctor's appointment).

Participants who are absent the day before a game scheduled for a non-school day shall not be eligible to participate in that activity unless the absence was due to illness or other extenuating circumstances. In such cases, approval to play must come from the Athletic Director or Superintendent. It is the responsibility of the student sponsor, or coach to secure the approval (a note or a call from the parent(s)/guardian(s)).

You will strive to do the best you can as a student in school and as a participant in the athletic/activity program. You will be aware of and obey any special individual team rules set by the coach/sponsor.

A. Authorized Transportation:

Team members will obey all rules set forth by the school, Athletic Director, coaches, sponsors, and bus drivers, involving away trips.

Team members (including managers, statisticians, and helpers) **are encouraged to** ride the bus provided for them, to and from activities.

Parent(s)/Guardian(s) may transport their own children from an athletic/activity event. Parent(s)/Guardian(s) are only required to sign out their child before leaving the event. A student may be allowed to ride from an event with another team member's parent/guardian or other non-student adult, once the first student's parent/guardian have signed a Transportation Waiver Form granting such permission. (Once parental permission is obtained the Athletic Director and/or Superintendent must approve the Transportation Waiver Form prior to the event).

Any team member, who does not return on the bus with the team without a reasonable excuse, parent/guardian signature, transportation waiver, or Administration approval may be suspended or removed from the team for the remainder of the season. This rule does not apply to the team members who have valid permission.

B. Responsibility for Equipment/Uniforms:

Equipment/Uniforms issued to each participant must be properly cared for and not abused. It is the responsibility of the participant to keep track of and store the gear in a secure location. All gear issued must be turned in after the last scheduled activity or within the first school week following the last scheduled contest.

All lost equipment/uniforms and equipment/uniforms returned in an unsatisfactory condition must be paid for by the participant. The participant **will not be permitted** to participate in further sports activities **until the above obligations are met.**

The participant also forfeits all awards in that sport for the season **until the above obligations are fulfilled.**

C. Appearance:

Participants who represent Northern Valley Schools should be neat and dress in good taste.

D. Language/Gestures:

Profanity and inappropriate gestures are not permitted at any time. The coach/sponsor will take whatever action is deemed appropriate.

E. Sportsmanship:

All participants and team members will conduct themselves in a mature and sportsmanlike manner at all times, **on and off** the field, as representatives of the team, athletic/activity program, and school.

F. Season Defined:

Parent(s)/Guardian(s) and the student will sign **one contract** that will cover the entire athletic/activity year. This will begin with the **first day** of practice for the Fall Season and end with the last day of school in May. **(A participant's contract will begin with the first activity he/she participates in.)**

G. Acknowledgement of Risk:

You and your parents/guardians recognize that participation in interscholastic activities involves a risk of injury. In the event of an accident or injury, coaches/sponsors and other school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment that they consider necessary.

H. Rules for Teams and Clubs:

Coaches/sponsors may establish rules and regulations with the approval of the Athletic Director and/or the Principal. These rules pertaining to a particular activity will be given in writing by the coach/sponsor to all participants and explained fully at the start of the season. Penalties for violation of team rules will also be in writing and shall be administered by the coach/sponsor. **Copies of all additional team rules are on file in the Activities Director's office.**

VII. Basic Activity Policies

A. Dual Participation

1. The following points are recommended as policy for students who wish to participate in more than one activity in the same season: Parents must make a written request to the 6 - 12 principal. The student must make a primary commitment to one sport; that is, in case of schedule conflicts, the student will participate without exception in the sport where the primary commitment is placed. Coaches of both sports in which the student shows interest must agree, in writing, to the dual participation of the student.
2. A student may participate in as many activities as they like as long as there is no conflict between the sport or activity according to the coach or sponsor.
3. Quitting a sport/activity should be discouraged, but if it is necessary the following procedure is to be used:
 - (1) consult with the head coach or sponsor of the activity
 - (2) report your situation to the Activities Director
 - (3) check in all equipment issued to you
4. Transferring from one sport to another during the season is discouraged but if the coaches/sponsors agree to the transfer, it will be approved.

5. Equipment checked out by the student is the responsibility of the student. Lost and/or damaged equipment will be assessed at the replacement value.
6. Attendance at practice is a must. If the student is going to be late or miss practice, he/she must contact the coach/sponsor of the activity. The coach/sponsor will assess the penalty for late arrival or missed practices.
7. Squad members are expected to ride to activities in the bus, or whatever means of transportation is provided. A squad member must secure the approval of the coach before going or returning by another method of transportation and **THEN ONLY WITH PARENTS**.

B. Vacations

Vacations by students during the season are discouraged. In the event of an absence due to a family vacation during the time school is in session, the student must contact the coach/sponsor. The following will occur:

- (1) Be willing to assume the consequences related to their status on the squad.
- (2) School vacations (Labor Day, Thanksgiving, Christmas or Easter) do not apply. No one will be penalized for going on a family vacation during these scheduled breaks.

NOTE: If the student is not on vacation (out of town) and is at home, he/she will be expected to be at practice. Missing practices because of school activities is not penalized.

C. Injuries

Report all injuries to the coach or sponsor. If the injury requires medical attention by a doctor or hospital, it will be necessary to have an injury report form completed. Once a physician treats a student, **the student must obtain the physician's permission to return to the activity.**

D. Locker Room

Rules in the Locker Room are:

- (1) no rough housing, throwing towels, or other objects
- (2) no hazing of other students
- (3) no glass containers are permitted
- (4) all spiked/cleated shoes must be put on and removed outside
- (5) or any other inappropriate behavior

E. Parental Expectations

As parents of Northern Valley 6 - 12 students, we promote and expect exemplary sportsmanship from students, athletes, parents, coaches, staff, and all spectators.

F. Consequences

Violation of sportsmanship rules may include the following consequences: verbal warning, ejection, one or more game suspension, or a season long suspension.

VIII. Lettering Policy

A. Varsity Requirements

A varsity award shall be presented to the member of the team, who satisfies the requirements (minimum), complete all team/squad obligations, completes the season of activity as a member in good standing and receives the recommendation of the coach or sponsor. The coach/sponsor will have rules and regulations that are in addition to these minimum requirements. (In unusual circumstances, the coach/sponsor may recommend a waiver of these requirements.)

1. **Football** - participate in fifty percent of the varsity quarters or play a specialist position (punter, kicker, etc...) in fifty percent of the varsity games.
2. **Volleyball** - participate in fifty percent of the varsity matches.
3. **Cross Country** - at the end of the season the top seven times run in varsity meets, medals at any Varsity meet (top 15 runners), qualifies for the state meet as an individual or team member.
4. **Basketball** - participate in fifty percent of the quarters of the regular season varsity games.
5. **Track** - (Girls/Boys) - (1) earn one point at any track meet.
6. **Golf** - (Coed) - participate on the varsity team on fifty percent of the matches or medal in a varsity meet or qualify for a state meet.
7. **Cheerleaders** - must be a member throughout the fall and winter season, must meet all practice and performance requirements (no more than two practices may be missed), must not be benched more than once, must return all school property in good condition, and meet ninety percent of the contest and practice requirements.
8. **Scholar's Bowl** - participate in fifty percent of the varsity meets.
9. **Forensics** - must accumulate a minimum of 10 points based upon the following criteria:
 - (a) 1 point per event for each tournament
 - (b) 2 points per event at the regional/ state contest
 - (c) 1 point for medaling.
10. **Band/Vocal** - must be a member for one full year, participate in all scheduled events, receive a 'B' average or better for the year, participate in either the league or regional solo and ensemble festival, district band auditions or an approved comparable event, prepare for all performances, follow the rules established for proper conduct, be a credit to the school, the band, and themselves.
11. **Dance Team** - must meet practice and performance requirements and follow the rules established for proper conduct.
12. **Student Council** - As per Student Council Constitution
13. **KAY** - As per KAY Constitution
14. **Academics** - Students may letter academically by making a 3.3 GPA or above for the last semester of the previous year and the first semester periods of each school year and having no grade below a B (no C, D, or F grades). Classes which will not be included in the GPA for Academic lettering are Band, Vocal, PE (Except for Freshmen PE/Health), and Teacher Aide. Freshmen letters will be used on the first semester of the school year.
15. **Manager** - Based upon recommendation of coach/sponsor and Athletic/Activity Director

B. Lettering (All Activities)

1. An individual who moves to the varsity level of competition will letter provided the student has met the requirements.
2. A coach/sponsor will have the opportunity to letter a senior who has not met the seasonal requirements for lettering, if the Senior has been a participant in good standing for all four years.

3. The student who is a varsity member who is participating regularly and was injured may be awarded a letter if in the coach's / sponsor's judgment the student would have met the lettering requirements.
4. The student must complete the season; therefore, should a student leave the team or is dismissed from the team, the student will not letter in the activity.
5. The student completes the season in good standing with the school and the coach/sponsor recommends a waiver of the requirements.

C. Awards (All Activities)

1. Certificate of award and letters: Chenille letter and a certificate will be given. (NOTE: Should the student receive a chenille letter in another activity, he/she will not receive a second chenille).
2. Second, Third and Fourth year awards, Certificate.

Senior Award: All seniors shall receive an embroidered letter of all activities participated in the past four years.

PARENTAL PERMISSION TO PARTICIPATE AND STUDENT ACTIVITY CONTRACT

To Parents and Guardians: The following is an agreement to the Activity Code of Conduct, an Awareness of Risk and Insurance Procedures, and Permission to Participate agreement.

Insurance Awareness

I recognize that an interscholastic activity involves risk of injury to the participant, which on occasion could be serious. The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian's insurance company for payment. Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (K & K Insurance). **Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting. In case of accident or injury, coaches/sponsors and other certified school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment they consider necessary.**

CONSENT AND WARNING TO ATHLETE AND PARENT/GUARDIAN

Many forms of athletic competition result in strenuous physical exertion, physical contact among players, and the use of equipment that may result in accidents and numerous other exposures to risk of injury. Athletes will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice/competition. Athletes **must** refrain from improper uses and techniques. **PLAYERS MUST OBEY ALL SAFETY RULES, REPORT ALL PHYSICAL PROBLEMS TO THEIR COACHES/SPONSORS, FOLLOW A PROPER CONDITIONING PROGRAM, AND INSPECT THEIR OWN EQUIPMENT DAILY.**

Athletes and parents must assess the risks involved in athletic participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will totally eliminate all risk of injury. The obligation of parents and athletes in making this choice to participate cannot be overstated. There have been accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment as a result of athletic competition.

WARNING: Although participation in supervised interscholastic athletics and activities may be one of the least hazardous in which any student will engage in or out of school, **BY ITS NATURE, PARTICIPATION IN ATHLETICS INCLUDES A RISK OF INJURY. THESE INJURIES RANGE IN SEVERITY FROM MINOR TO LONG-TERM CATASTROPHIC.** Although serious injuries are not common in supervised school athletic programs, it is impossible to eliminate the risk.

I, the undersigned, for and in consideration of the privilege of my undersigned dependent being able to participate in sports and organized activities at and for Northern Valley Schools for the school year of 2019 - 2020, hereby covenant and agree to release and forever discharge Northern Valley Schools, its agents, servants, employees and volunteer coaches and assistant coaches, Northern Valley School Board and its members, from any and all claims, demands, losses, damages, costs, expenses, and attorney's fees for injury to or death to the undersigned dependent resulting from, growing out of, caused by, or arising in any manner out of playing or participating in sports and organized athletic activities at and for Northern Valley Schools.

KSHSAA RECOMMENDED CONCUSSION & HEAD INJURY INFORMATION 2013-2014

This form must be signed by all student athletes and parent/guardians before the student participates in any athletic or spirit practice or contest each school year.

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns 	<ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment

Signs observed by teammates, parents, and coaches include:	
<ul style="list-style-type: none"> • Appears dazed • Vacant facial expression • Confused about assignment • Forgets plays • Is unsure of game, score, or opponent • Moves clumsily or displays incoordination • Answers questions slowly • Slurred speech • Shows behavior or personality changes • Can’t recall events prior to hit • Can’t recall events after hit • Seizures or convulsions • Any change in typical behavior or personality • Loses consciousness 	

Adapted from the CDC and the 3rd International Conference in Sport

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one (second impact syndrome). This can lead to prolonged recovery, or even to severe brain swelling with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. In addition, concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without written medical clearance from a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). Close observation of the athlete should continue for several hours. You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. **When in doubt, the athlete sits out!**

Return to Practice and Competition

The Kansas School Sports Head Injury Prevention Act provides that if an athlete suffers, or is suspected of having suffered, a concussion or head injury during a competition or practice, the athlete must be immediately removed from the competition or practice and cannot return to practice or competition until a Health Care Professional has evaluated the athlete and provided a written authorization to return to practice and competition. The KSHSAA recommends that an athlete not return to practice or competition the same day the athlete suffers or is suspected of suffering a concussion. The KSHSAA also recommends that an athlete's return to practice and competition should follow a graduated protocol under the supervision of the health care provider (MD or DO).

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/concussion/HeadsUp/youth.html>

[For concussion information and educational resources collected by the KSHSAA, go to:](http://www.kshsaa.org/Public/General/ConcussionGuidelines.cfm)

<http://www.kshsaa.org/Public/General/ConcussionGuidelines.cfm>

Removed Spectator Policy

Sportsmanship, while important for the participants of a sporting activity, is also of the highest importance for the spectator as well. Accordingly, there should be no room for a spectator to repeatedly get removed from athletic contests by the officials or administration. The center of attention during an athletic event should be on the game and its participants, not a spectator that insists on making a scene because they disagree with an official's call or a coach's decision.

Accordingly, effective starting the 2019 – 20 school year, the following consequences will be issued for spectators (adult or student; including employees of Northern Valley USD 212) that are removed from athletic contests:

First Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **14** days (beginning with the date of removal). Should the season end before the 14 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Second Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **45** days (beginning with the date of removal). Should the season end before the 45 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Third and Subsequent Offenses- The removed spectator will be banned from attending ANY athletic contest in which Northern Valley HS or JH is a participant for a period of **one calendar year** (beginning with the date of removal).

Exceptions will **not** be made for special events (i.e. Senior Night).

Attempts to enter a contest from which the spectator is banned will be viewed as trespassing, and law enforcement will be called should the banned spectator refuse to leave the premises. The banned spectator will also be immediately subjected to the next punishment in the sequence (i.e. should a spectator that is banned for 14 days attempt to enter an athletic contest during that 14-day period, that spectator will now be banned for 45 days, starting from the date of the second infraction).



Northern Valley Schools Interscholastic Activity Program Emergency Treatment Form

I, _____, the parent or guardian of _____

_____ recognize that as a result of activity participation, medical treatment on an emergency basis may be necessary and further recognize that school personnel may be unable to contact me for my consent for emergency medical care. I do hereby consent in advance to such emergency care, including hospital care, as may be deemed necessary under the then-existing circumstance.

Please make the following notations on my son/daughter's records:

Allergies to medications _____

Medications for long-term illness (indicate illness and medications)

Relevant medical information (i.e., contact lens wearer, epilepsy, etc.)

Date: _____ Grade of Student _____

Emergency Information & Medical Treatment Consent

In emergency, contact _____

Phone _____

Or contact _____

Phone _____

Signature of Parent or Guardian

This form must be completed and returned to the office prior to student participation in any interscholastic activity.

Northern Valley USD#212



2020 - 2021
Faculty & Staff Handbook

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Mission Statements

NORTHERN VALLEY HIGH SCHOOL MISSION STATEMENT

Northern Valley High School's purpose is to graduate students with success-oriented attitudes and the skills necessary to succeed in society and to be lifelong learners.

LONG ISLAND MIDDLE SCHOOL MISSION STATEMENT

Long Island Middle School seeks to expose students to a wide variety of educational experiences; to delve into a broad range of activities, including academics, athletics, music, drama, and scholastic endeavors beyond the classroom; and to refine social behaviors and attitudes acceptable for living with people in a world-wide society.

ALMENA ELEMENTARY SCHOOL MISSION STATEMENT

Almena Elementary will create an effective teaching and learning environment that will encourage all students to reach their maximum potential in academic and social experiences. We will strive to enable each student to become a productive and responsible citizen involved in a lifetime of successful learning.

EQUAL OPPORTUNITY EMPLOYER

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin.

The board shall hire employees on the basis of ability and the district's needs.

HANDBOOK PURPOSE

A handbook exists for those who need to have guidelines and rules written down, and for those times when we all need to have a reference just to look up information about the school.

The content of the handbook has been determined by what students and faculty need. This handbook has been approved by the U.S.D. #212 Board of Education and is an extension of district policy.

INCLUSION STATEMENT

Areas of concern not specifically addressed in this book are not to be assumed as permitted. In other words, it may not be written down here, but that doesn't imply it is allowed.

STAFF NAMES

Administration

Ken Tharman Superintendent, 9-12 Principal
Marvin Gebhard PreK-8 Principal, Transportation
Director, Head HS FB

High School

Rebecca Lawhorn JH Social Science, HS Computer
Amy McKinney Accounting, Business, HS
Computers, FACS, Yearbook &
Student Council
Hannah Imm (Mongeau) English & HS Asst. Track
Brent Orme HS Social Science, FACS,
Activities Director
Alissa Krafft Vo-Ag, FFA, HS Scholars Bowl,
FACS
Jessica Reeves HS Science, Student Success
Coordinator

Middle School

Jim Cole K – 8 Physical Education, F-ball,
Boys BB, Track, & Drivers Ed.,
JH Athletic Dir.
Emily Lowry JH & HS Mathematics, JH BB,
JH VB
Cindy Mordecai JH Language Arts
Kirsten Baird Fifth Grade
????? K – 12 Music, 5 – 12 Band

Elementary School

Angie Knuth Kindergarten, Cross Country, HS
Asst. Track
Tammy Vincent First Grade
Katie Grote Second Grade, Forensics, Head
HS VB
Jill Gebhard Third Grade, NHS
Amy Chandler Fourth Grade
Kelli Hueneke K – 7 Title / 6th Grade

Elem. continued

Cindy Wright Pre-K Teacher Aide
Tami Dubois K – 4 Interrelated Teacher
Sandra Dole Preschool
Terry Logemann 5 – 12 Interrelated Teacher
John Vincent Library/Media

Clerical Staff

Lidia Knapp Board Clerk
Nicole Simeon Treasurer/ HS Sec
Sheri Sammons ES Secretary
Sommer Yocum MS Secretary/ Dep. Clerk

Custodial Staff

Hal Hansen ES Custodian
Julie Hilburn MS Custodian
Noah Hansen HS Custodian / Almena Maint.

Kitchen Staff

Becky Delimont Head Cook, Jr. Class Sponsor,
HS Cheer & Dance
Jacque Horacek Almena Cook
Monica Bach Long Island Cook, JH Service
Club, JH Cheer

Special Assignment

Phillips County Health Dept. - Nurse

Bus Drivers

Randy Husted
Julie Hilburn
Cindy Fischer
Cindy Wright

GENERAL INFORMATION TEACHING AND LEARNING

CURRICULUM

Staff shall develop and implement instruction programs in accordance with State Education Standards and board-approved district goals and learning objectives.

INSTRUCTIONAL MATERIALS

All textbooks, videos, software, and other instructional materials used in the district must support the district's instructional goals and learning objectives and meet all copyright and fair use guidelines.

Videos and other instructional materials must be pre-screened by staff, must be age-appropriate, and may not be used in the classroom solely for recreational purposes.

LESSON PLANS

Each teacher shall develop, maintain and follow lesson plans, which conform to the board-approved curriculum, the district's educational goals, expected student learning outcomes and include the state indicator(s) covered. A copy of lesson plans shall be available to the principal during formal or informal observations and to substitute teachers.

HOMEWORK

Homework shall not be used as a means to discipline students. Homework shall be assigned as needed to reinforce lessons introduced in the classroom.

GRADES

Northern Valley Schools will utilize a 4-point grade system.
A = 4 points, B = 3 points, C = 2 points, D = 1 point and F or I = 0 points.

All teachers will follow the grade scale guidelines as adopted during the 1986-87 school year. The grading system is as follows:

100-90% = A
89-80% = B
79-70% = C
69-60% = D
59% and below = F

Grades for each class will be recorded each nine weeks. A semester grade for each class will be recorded at the end of each semester. The semester grade shall be determined by averaging the two nine week grades (percentages), and all + and -'s will be dropped. Letter grades will be recorded on the official transcript. Letter grades and percentages will be duly recorded on all grade reports distributed to students, parents and/or guardians.

MAKE-UP WORK

The student is responsible for getting all missed assignments from their teachers. If a student has an excused absence on the due date of an assignment, the student must turn in the assignment on the day she/he returns to class, provided that the assignment was made prior to the absence. A student who misses class because of a school sponsored activity may be required by the instructor to complete assignments in advance of the activity. Students should understand that it may be impossible to earn a daily participation grade if not present in a class.

Two class periods are given to complete daily work missed due to each day of excused absence. For example, if you are absent on Monday, and you meet in class on Tuesday, the missed assignment is due on Thursday. If you are absent on Tuesday, and you meet in class on Wednesday; the missed assignment is due on Friday. For extended illness, the student will be limited to five (5) school days following their return to make-up work missed. Exceptions to this rule can be made through special arrangements with the teacher or administration.

No make-up credit will be allowed for un-excused absences.

Students in in-school suspension will be given one day to turn in missed assignments for credit. Students assigned to out-of-school suspensions students ARE required to make up work, but can only receive a maximum of 50% credit for this work and it must be returned the day after they return.

REPORTS

Progress Reports

Student progress shall be periodically reported to the students and his/her parents/guardians. Whenever a student is falling behind or is failing to meet the grade level/course objectives, the teacher shall inform the student's parent/guardian. The teacher may attempt to assist the student and parent/guardian in developing a plan for improved performance.

Report Cards

Report Cards shall be issued to each student's parent/guardian at the end of the **first quarter, first semester, third quarter and second semester** for each subject taken. Reasons for deficiencies and/or failures shall be given. **Grades must be submitted through Power School and hard copies must be reviewed and signed off by each teacher by the due date for each grading period. Corrections to grades in Power School are the responsibility of the teaching staff.**

Weekly Grade Reporting

All teachers need to enter grades into Power School on a weekly basis. Grades 6 – 12 teachers need to send the names of failing students and students with incompletes to the appropriate principal and the Student Success Coordinator **by Monday morning**, starting with the third Monday of each semester.

Attendance (Student)

Daily attendance records shall be maintained for each student in the school. Each teacher will be responsible for turning in attendance on the student management system. See References.

Accidents

Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative. See References.

- Send for medical help
- Make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- Notify the principal or designated representative.

If an emergency person is present and qualified to administer first aid, that aid may be given. Qualified employees are those employees who have successfully completed an approved Red Cross first aid program or the school nurse.

If an employee is injured on the job, the supervisor should be contacted immediately and a report shall be made within ten days. The supervisor will then be responsible for contacting the district central office, which will in turn supply the injured employee with the appropriate forms to complete.

The employee must keep copies of all doctors' orders and provide a file copy to the district central office. The employee must inform the doctor or hospital that he/she is covered by the district worker compensation plan.

Child Abuse

Any district employee who has reason to know or suspect that a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Department for Children and Families (DCF) office or to the local law enforcement agency if the DCF office is not open. It is recommended the building administrator also be notified after the report is made. District employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of school employees to prove the child has been abused or neglected.

Vandalism

Employees shall report any vandalism to their immediate supervisor.

LUMP SUM PAYMENT

Upon written authorization from any certified employee subject to the continuing contract law, the board shall pay the balance of the person's contract compensation for the school year in one payment not later than June 30 and the completion of all contract obligations. The authorization shall be filed with the Clerk of the Board not later than April 5 of the school year in and for which the balance payment is first authorized. Once authorized, the lump sum payment will continue each year until the certified employee revokes the election in writing.

WORKERS COMPENSATION

Notice of Accidents

Employees must notify the employer within 10 days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from your supervisor or the district office. Also, see References for sample accidents report form.

Coverage

Benefits are for personal injury from an accident or occupational disease arising out of and in the course of employment with the district. Injuries, which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from, the performance of tasks related to normal job duties are not covered under workers compensation.

CALENDAR

Teachers shall complete a calendar request form to have any events placed on the district calendar. Refer to References.

Recognizing the benefit of having one school night free from school-scheduled activities, it shall be board policy that no school-scheduled activities (except those scheduled by the WKLL and KSHSAA) shall be scheduled on Wednesday nights other than those approved on a case-by-case basis by the Superintendent.

LEAVE

Paid Time Off (PTO)

All full-time teachers are entitled to twelve (12) days paid time off annually, accumulating to sixty (60) days.

Accumulated PTO will be determined at the end of each contract year. Assignment of additional annual PTO will be made on the first day of duty by the teacher in each contract year.

After an absence of two consecutive (2) days, a doctor's certificate may be required.

All teachers who have sixty (60) days of PTO available on the first day of the contract year shall be paid for days over forty-eight (48) at the end of the school year, at the rate of one-half (1/2) the daily rate for substitute teachers. Calculation and payment will be made at the end of the contract year.

Teachers have the option to request pay out of PTO in excess of five (5) days at one-half the daily rate for substitute teachers by submitting request in writing to Board Clerk by the payroll cutoff date for December payroll (Thanksgiving). No other payment will be made to the teacher for unused PTO.

Upon the teacher ending employment with the district, the teacher will be paid for all unused PTO days at the rate of one-half (1/2) the daily rate for substitute teachers. If a teacher does not fulfill their contract or is suspended during the school year, then no PTO payout will be awarded.

PTO will not be allowed on those days immediately preceding or immediately following vacation or holidays, professional meetings, summer, or other school dismissals, unless prior permission is obtained from the Board of Education.

Absentee Forms

All teachers are required to complete an absentee form and have the sheet signed by the administrator approving the absence. In the event of an unforeseen absence, the office in your building will fill out the sheet and put it in your mailbox. You will need to sign the form upon your return and return it to your building secretary.

Refer to References. Funeral and Bereavement Leave

An employee who is absent during his/her regularly scheduled workweek due to the death of a spouse or significant other, child or stepchild, or parent or stepparent may receive payment for reasonable and customary days absent, not to exceed five (5) regularly scheduled workdays for bereavement in conjunction with attending the funeral. An employee who is absent for funeral and bereavement during his/her regularly scheduled work week due to the death of a grandparent, grandchild, parent-in-law, foster parent, brother, sister, brother-in-law, daughter-in-law, or son-in-law may receive payment for reasonable and customary days absent, not to exceed three (3) regularly scheduled work days.

An employee may be required to furnish verification of the reason for the absence upon request of his/her supervisor of the office.

Annual Leave Accounting

At the end of the contract year, the Board Clerk will report to each teacher a status report of accumulated personal time off.

All leave will be adjusted in .25 increments. (may be taken in 30 minute increments; 2012)

0-2 hours = .25 day

2-4 hours = .50

4-5 hours = .75

6-8 hours = 1 day

Jury Duty

U.S.D. #212 teachers who are called to serve on a jury shall receive his or her regular pay while involved in such service. The teacher shall retain the jury service fee paid by the court and all mileage, meals, and housing reimbursement.

Professional Leave

The superintendent may grant professional leave. Requests for professional leave must be presented to the superintendent at least one (1) week prior to the planned activity. All obligations for expenses must be approved in advance of the planned activity. If an administrator requests a teacher to attend a conference or meeting, the actual cost of registration, travel, housing and meals will be paid by the district.

Military Leave

A Certified Staff employee who is a member of the National Guard or a reserve component of the U.S. Armed Forces shall be granted a leave with pay for active duty or active duty training for a period not to exceed 30 work days in any two (2) consecutive calendar years. Prior approval from the Superintendent is required for this benefit.

Annual military active duty leave must be requested in advance. A copy of active duty orders must accompany the request.

RECORDS

Personnel Records

Personnel files maintained by the district shall be confidential and in the custody of the appropriate supervisor and/or the superintendent. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of an administrator.

Required Records

Each certified employee must have the following records/forms on file with the director of personnel before the first day of employment:

- Employment application;
- KPERS enrollment form (if employee is eligible);
- W-4 withholding certificate;
- Social security number;
- Loyalty oath or affirmation;
- Health form (if working directly with students);
- Driver's license and driving record (if required for position);
- INS form (proof of identity); and
- Current teaching certificate.

CERTIFICATE

Certified staff must have a current certificate on file. A paycheck will not be issued to any certified staff member whose certification is not current. Application for certificate renewal is the responsibility of the certified employee, not the principal or secretary.

ADDRESS CHANGES

All address changes must be made with the clerk before the end of the pay period in which the changes took place.

STUDENT RECORDS

All student records are to be treated as confidential and primarily for local school use unless otherwise stipulated. The general public shall not be allowed to inspect a student's educational records only as permission from the parent/guardian or eligible student.

For the purposes of this policy, school official means teacher, administrator, other certified employee or the board of education. Legitimate educational interest means the school official must participate in discussions involving an identifiable student involving the student's educational interests, progress, grades, disciplinary action, discussions of eligibility for athletics or other activities, or honors or awards involving a student. At NO time are teachers to make public student test scores, classroom grades, or report card grades.

GIFTS

Unless approved by the principal, staff members shall not give gifts to any student or class of students when the gifts arise out of a class or school-related activity.

SOLICITATIONS

Solicitation of Employees

Unless the appropriate supervisor grants permission to any vendor, student, other school district employee or patron, solicitation of employees during normal duty hours is prohibited.

No employee will attempt during the school day or on school property to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items, which may directly or indirectly benefit the school employee.

No employee will engage in sales or solicitation on behalf of the school or use the school name without the prior approval of the principal.

TUTORING FOR PAY

Teachers shall not receive pay for tutoring or private instruction at school unless approved in advance by the board.

ABSENCES/SUBSTITUTES

Whenever a teacher is to be absent from teaching duties, the teacher shall notify the secretary as early as possible. Substitute folders will be available to the substitute teacher.

SUBSTITUTE FOLDERS

Substitute folders need to contain the following materials.

1. Current daily class schedule;
2. Current class roster for each class;
3. A minimum of a basic emergency lesson plans or detailed lesson plans when the absence is planned;
4. Current classroom rules;
5. Names of paraprofessionals or other teacher aids; and
6. How to reach the office if needed.

DRESS CODE

The board encourages appropriate dress for all district employees.

COMMUNICATIONS

All teachers are expected to promote Northern Valley Students and programs in the media whenever possible. When approved by the building principal, notes, attendance center announcements or other school-related information may be sent home with students.

FIELD TRIPS

The principal may approve field trips when reasonable educational objectives can be established.

Advance requests for field trips, including transportation, shall be submitted by the teacher to the principal at least two weeks prior to the requested trip. Once the trip is approved, it is expected that the teacher notify staff/students of the planned trip and the list of students going at least one week prior to the trip. The teacher shall notify parent/guardian of a forthcoming field trip using forms designated by the principal.

FUNDRAISING

All students' sales projects or student fundraising shall require the principal's prior approval.

All money collected from students for sales projects, or for other reasons, must be turned in to the office each day.

PEER GRADING

Peer grading shall be allowed when the teacher believes peer grading will be a valuable learning experience for the class. During a peer grading activity, the teacher shall use the activity to help students review class concepts or objectives. If peer grading is allowed, students shall not be asked to publicly reveal either their own grade or the grade of another student.

INTERROGATION AND INVESTIGATION OF STUDENTS

No one may interrogate or investigate a student on school grounds without the permission of the principal or head teacher.

SEARCHES OF STUDENTS AND PROPERTY

If a certified staff member believes there is a need to search a student or property, he/she shall contact the principal.

Searches of students or property shall be conducted in accordance with the rules approved by the school board. Teachers shall not search students or property. No law enforcement officer shall search students or property without a search warrant.

Building principals are authorized to search students or property if there is reason to believe those district policies, rules or directives have been violated. All searches by the principal shall be carried out in the presence of another adult witness.

RELEASE OF STUDENTS FROM SCHOOL DURING THE DAY

Teachers shall not release a student from school during the school day. A student seeking release from school shall be sent to the principal's office to seek the principal's permission and follow the designated sign-out procedures.

Teachers shall not allow students to run errands requiring the student to leave the school grounds during the school day.

HALL PASSES

Teachers shall not release students during class without issuing a hall pass. The recommended hall pass for 6 - 12 students is the one in the back of their planner. Teachers are not to allow students out of class without a signed pass.

DISTRIBUTION OF MATERIALS

Materials from sources outside of the district may not be distributed on school grounds without prior permission from the principal. Examples of outside materials include, but are not limited to, political materials and advertisements.

The principal shall determine the time, place and manner for materials distribution.

ORIENTATION

All new certified employees shall receive orientation including the contents of this handbook.

PERSONAL PROPERTY

The district is not responsible for employees' personal property and does not provide insurance on employees' personal property. If an employee's personal property is broken, damaged or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

USE OF PERSONAL VEHICLE

Any employee who plans to transport students in his or her personal vehicle must provide proof of adequate insurance and a valid driver's license to the principal prior to transporting students.

TELEPHONE USE

District telephones are for school business only. Use of phones for personal business should be avoided except in case of an emergency. Personal long distance calls made in an emergency must be recorded and reported to the employee's immediate supervisor so arrangements may be made to bill the employee.

MAINTENANCE REQUESTS

All maintenance needs should be requested using the appropriate form and be turned in to the office.

ANIMALS AND PLANTS

With the prior approval of the principal, animals or plants may be brought to school for instructional purposes. If someone is injured by an animal or comes into contact with a toxic plant, the supervising teacher shall immediately report the incident to the administration.

SAFETY AND SECURITY **SAFETY RULES**

At the beginning of school, each teacher shall review safety rules with students.

SAFETY UNITS

Teachers who instruct in hazardous curriculum areas such as industrial arts or science laboratories shall teach a unit of work each year or semester dedicated to safety rules inherent in the particular subject matter. Each student enrolled in a class in a hazardous curriculum area shall be required to pass a test on the appropriate safety rules of the particular class. The test results shall be kept on file with the teachers and the principal. No student shall be permitted to participate in the class or operate any equipment until the safety test has been passed and the student has demonstrated satisfactory knowledge of the safety rules to the teacher.

Appropriate safety signs and other safety items are to be posted on or in the near vicinity of potentially dangerous areas and devices.

Teachers shall periodically review the safety rules with students during the school year.

DRILLS AND EVACUATIONS

FIRE DRILLS

When the fire alarm sounds, the building should be evacuated immediately. Do not take books or any other supplies with you on a fire drill. Each class should form one single line. NO running, talking, or crowding in line. Students should quietly return to class upon signal.

TORNADO DRILLS

The intermittent ringing of the classroom bells will signal Tornado drills. You are to form a single line and proceed quickly and quietly to the basement hallway. It is important that you be quiet, so that you may

hear any instructions that may be given. You may return quietly to the classroom only when the Superintendent, Principal, or their designee has released the entire student body.

Teachers shall explain the plan for emergency drills and evacuation to students during the first full week of school.

Teachers shall be familiar with and follow specific arrangements for the evacuation of mobility-impaired individuals and others who may need assistance from staff members to safely exit the building. Teachers shall post the evacuation plan in their classrooms.

EMERGENCY CLOSINGS

Listen to the following stations for school closings during stormy weather:

KQNK-Norton Radios-Am 1530/FM 106.7
KKAN-Phillipsburg AM 1490/FM 92.5
KRVN-Lexington Radio AM 880/FM 93.1
KSNK-TV Channel 8

KAKE-TV Channel 10
KOLN-TV-Channel 10/11
NTV-TV-Channel 13
KWCH-TV-Channel 12

SAFETY PRACTICES

All employees shall engage in safe lifting, climbing and carrying practices. Employees shall ask for assistance when needed.

SECURITY

Any district employee who believes any of the following has occurred at school, on school property or at a school-sponsored activity shall immediately report this information to local law enforcement.

- An act which constitutes the commission of a felony or a misdemeanor; or
- An act which involves the possession, use, or disposal of explosives, firearms or other weapons as defined in current law.

It is recommended the building administrator also be notified.

SECURING WORK AREA

Employees are expected to lock or otherwise secure any files, records, safes, tools, vehicles or other district equipment at the close of each workday and other appropriate times.

Keys and Access Cards

The superintendent is responsible for issuing keys and access cards, and for maintaining a current and accurate list of all people who have been issued these items. No keys shall be duplicated without permission, nor shall keys or access cards be loaned to anyone other than the authorized user

Any lost keys shall be reported immediately to the principal so measures may be taken to maintain safety and security and to protect district property.

Keys and access cards shall be turned in to the appropriate supervisor when an employee is no longer employed by the district or is assigned to another building. An employee's final paycheck may be held until keys, access cards, and other district property are returned to the appropriate supervisor.

Crisis Plan

Information on the availability of the building crisis plan is available in the office.

HAZING

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

A student whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behaviors are found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals may also be referred to law enforcement officials.

EQUIPMENT AND SUPPLIES

APPROPRIATE USE OF EQUIPMENT AND SUPPLIES

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district equipment or supplies for personal use is prohibited without prior permission of the employee's supervisor.

Computers

Use of or access to district computers and computer software is limited to district employees and students. Use of computers is for the performance of official and approved assignments only. Use of district computer equipment or software for personal projects is prohibited without prior permission of the employee's supervisor.

Only software purchased by the district may be loaded onto district computers. Software licensed to the district shall not be used on computers not owned by the district. District software shall not be copied for personal use.

Employees shall not use electronic communications, including e-mail and the Internet to harass staff, students, or other individuals.

No Right to Privacy

Employees shall have no expectation of privacy or restricted access to any information generated during the course of their official duties or entered in any district computers. Employees waive any right to privacy in e-mail messages and consent to the access and disclosure of e-mail messages by authorized employees.

Employees shall only use passwords or other encoding or security mechanisms as assigned by the district computer system(s) administrator or other officials designated by the board. The use of a password does not affect the employer's right to monitor. The employer, to ensure the systems are only being used for official purposes, monitors all forms of electronic communications.

Ownership

Computer materials or devices created, as part of any assigned district responsibility undertaken on school time shall be the property of the district. The board's rules governing ownership of employee-produced computer materials are on file with the clerk and are available upon request.

Secure Files

All employees must secure files containing confidential student information.

Internet

Inappropriate use and/or transmission of any material in violation of any United States or state regulation are prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material or material protected by a trade secret.

Copying and Duplication

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of materials covered by the act unless the copying falls within the bounds of the “fair use” doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of “fair use,” as set forth in board policy.

Request for Purchases

Requests for purchases are to be submitted to your building principal for approval. Upon approval, the request should be sent to the office of the clerk for issuing of a purchase order. No purchases are to be made without a purchase order.

Vehicle Request

District vehicles can be reserved as part of the calendar request. Call the district office with any questions regarding vehicle requests.

CONFLICT OF INTEREST

District employees are prohibited from engaging in any activity, which may conflict with or detract from the effective performance of their duties. No school employee will enter into a contract for remuneration with the district other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

OUTSIDE EMPLOYMENT

The board reserves the right of exclusive access to the professional services of certified employees in accordance with the terms of the contract.

Certified employees shall not engage in outside employment, which impairs the effectiveness of their instructional service.

CRIMINAL CONVICTIONS

Any employee convicted of a felony or driving under the influence, or who enters a plea of guilty or diversion agreement, must notify the superintendent within five days after the conviction or diversion agreement, or before their first day of duty following said conviction or diversion, whichever comes first.

DISTRICT PROCEDURES

Willful or consistent violation of board policy may result in disciplinary action up to and including termination.

Board Policy

Employees shall be familiar with and follow all policies and regulations established by the board of education.

Recruitment

The superintendent will recruit personnel to fill existing or proposed vacancies and recommend the board hire the most qualified candidate.

Contract Procedure

The offer of an employment contract or renewal of an employment contract shall be presented in duplicate. The certified employee shall sign and return both copies within the time period designated by the superintendent. Upon receipt of the signed copies, the contract will be presented to the board for approval.

Resignation

The following paragraph shall be included as part of the individual contract for each teacher and shall be stated as follows.

The board will accept a teacher's resignation received after the resignation notification date set by state law upon receipt of liquidated damages in the amount of:

1. 1% of the teacher's total contract salary for a resignation received up to 20 calendar days following the resignation notification date set by law, inclusive.
2. 2% of the teacher's total contract salary for a resignation received between the 21st through the 40th calendar day following the resignation notification date set by law, inclusive.
3. 3% of the teacher's total contract salary for a resignation received between the 41st through the 60th calendar day following the resignation notification date set by law, inclusive.
4. 4% of the teacher's total contract salary for a resignation received after the 61st calendar day following the resignation notification date set by law.

The board reserves the right to waive the required payment while still accepting the resignation.

Evaluations

The board-approved policy and instrument governing evaluation of certified employees is filed in the central office with the clerk of the board.

Evaluation documents on individual employees shall be available to the superintendent and other administrators under whose supervision the certified employee works and others authorized by law.

Staff Development

All plans for staff development involving expenditure of district funds, or which require time away from the employee's assigned responsibilities, shall be approved by the superintendent in advance.

Professional Development Council

All teachers will complete proper registration forms for any conferences approved for their attendance.

COMPLAINTS/GRIEVANCES

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	Coach	Athletic Director	Principal	Supt.	Board of Education
Curriculum/Academic / Instruction	Teacher	Principal	Supt.	Board of Education	
Discipline	Teacher	Principal	Supt.	Board of Education	
Facilities	Principal	Supt.	Board of Education		
Guidance	Student Success Coord.	Principal	Supt.	Board of Education	
Special Education	Teacher	Principal	NCKSEC	Supt.	Board of Education
Student Concerns	Teacher	Principal	Supt.	Board of Education	
Computer / Technology	Teacher	Technology Director	Principal	Supt.	Board of Education

Transportation	Driver	Transportation Director	Principal	Supt.	Board of Education
Custodial / Maintenance	Principal	Supt.	Board of Education		

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee.

If the complaint is covered by the grievance procedure, refer to the negotiated agreement or board policy.

Employees are to follow the proper “chain of command” by first contacting your immediate supervisor for resolution of problems. Exceptions may be made if the supervisor is the source of the complaint, for example, in a situation involving sexual or racial harassment (see GAAC or JGEC for details). If neither of these policies apply, employees shall first discuss all concerns with their immediate supervisor before taking additional action.

If the complaint is not covered by the grievance procedures, the complaint shall be in writing; filed within ten (10) days following the offending event, and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent’s decision shall be final.

CONDUCT

Drug Free Schools and Communities Act/Drug Free Workplace

The unlawful possession, use, or distributions of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

As a condition of employment in the district, employees shall abide by the terms of the board policy on drug free schools/workplace.

Employees shall not unlawfully manufacture, distribute, dispense, sell, possess or use controlled substances in the workplace. Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction, or before their first day of duty following said conviction or diversion, whichever comes first. Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment.

The employee shall bear the cost of participation in such program.

This is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, and Subpart F. It is not intended to supplant or otherwise diminish personnel disciplinary actions, which may be taken under existing board policies or the negotiated agreement.

Tobacco Free Campus

Use and/or possession of any tobacco product or nicotine delivery device is prohibited in any district facility; in school vehicles; at school-sponsored, activities, programs, or events; and on school owned or operated property.

Student violations may result in parent/guardian notification, participation in tobacco education program, suspension and/or expulsion from school and/or extracurricular activities, community service, and/or notification of law enforcement.

The following definitions apply to this policy:

- “Nicotine delivery device” means any device that can be used to deliver nicotine or nicotine salts to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.
- “Tobacco product” means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus.
- “Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, and substances used in electronic cigarettes, whether or not they contain nicotine.

All staff members are expected to assist in the enforcement of this policy.

This policy became effective July 8, 2013 and was updated on July 8, 2019.

This policy shall be in effect twenty-four hours a day, seven days a week without exception.

Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in law or district policies. (See JCDA)

Relations with Students

Employees shall maintain relationships with students which are conducive to an effective educational environment. Employees shall not have any interaction of a sexual nature with any student at any time regardless of the student’s age or status.

Supervision of Students

Activities sponsored by the school shall include appropriate supervision.

Teachers are responsible for supervising students during school and at school-sponsored activities.

Students will be under the supervision of appropriate school personnel at all times when they are under the jurisdiction of the school.

CONFIDENTIALITY

Student Information

Confidential student information, whether written or oral, shall be handled in a confidential manner and be discussed only with the parents/guardians of the particular student and the appropriate school personnel. Violations of this rule, which violate the privacy rights of students, could result in disciplinary actions being taken against the employee, including termination.

Personnel Information

Confidential personnel information, whether written or oral, shall be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule, which violate the privacy rights of personnel, could result in disciplinary actions being taken against the employee, including termination.

SEXUAL HARASSMENT

General Policy

U.S.D. #212 is committed to providing a positive learning and working environment for its students and employees and will not tolerate sexual harassment or sexual violence. Sexual harassment is illegal and will not be tolerated in the school district. It is a violation of Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, and may constitute sexual harassment abuse under Kansas’s statutes. This policy applies to males and females, and includes same sex harassment. This policy is applicable to employees while on school premises and in the discharge of their duties at off-site locations. Sexual harassment of employees or students, vendors, and any other having business or other contact with the school district is strictly prohibited.

No district employee or student shall sexually harass or be sexually harassed, or fail to investigate or refer a complaint of sexual harassment for investigation. Complaints of sexual harassment by employees will be promptly investigated and resolved. Initiation of a complaint of sexual harassment will not adversely affect the job security or status of an employee, nor will it affect his or her compensation or work assignment.

Violation of this policy shall result in disciplinary action, including but not limited to reprimand, probation, demotion, suspension, termination, or other sanctions as determined appropriate against any employee. Individuals who harass may be held personally liable under civil suits.

Definition

Sexual harassment shall include, but not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, written or physical conduct of sexual nature when:

- (1) submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is demeaning and degrading. It affects an individual's self-esteem, and can have a negative impact on performance at work or in class. It can make an individual feel angry, powerless, and fearful. Sexual harassment may include, but is not limited to: verbal or written harassment or abuse including teasing, jokes, posters, pictures or cartoons; pressure for sexual activity; repeated remarks with sexual or demeaning implication; unwelcome touching, patting, pinching, hugging, or brushing against another's body; suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises concerning an individual's employment; sexual assault or battery as defined by current law. The fact that someone did not intend to sexually harass an individual is generally not considered a defense to a complaint of sexual harassment. In most cases, it is the effect and characteristics of the behavior that determine if the behavior constitutes sexual harassment.

Reporting Incidents

Anyone may seek advice, information or counseling on matters related to sexual harassment without having to lodge a formal complaint. Most complaints can be resolved through informal procedures. Informal procedures are aimed at stopping the behavior rather than determining guilt. Informal complaints do not have to be in writing and are generally not investigated in depth. The intent of the informal reporting procedure is to provide a simple procedure for a person to lodge a complaint and have it quickly looked into and has the offending behavior stopped. Informal resolution of sexual harassment is strictly voluntary on the part of the complainant.

Any employee may elect to file a formal complaint under the district's discrimination complaint procedure. Official disciplinary action cannot be taken without a formal hearing. Formal complaints must be put in writing and normally addressed to the building principal or compliance coordinator.

Every individual has the right to bypass the normal reporting chain to report sexual harassment directly to the District School Board or Office of Civil Rights.

The confidentiality of the reporting party will be observed to the utmost, provided it does not interfere with the ability to investigate the alleged harassment or to take corrective action.

Retaliation against anyone reporting or thought to have reported sexual harassment behaviors is prohibited. Such retaliation shall be considered a serious violation of the policy and shall be independent of whether a charge or informal complaint of sexual harassment is substantiated. Encouraging others to retaliate also violates this policy.

Examples of retaliation are ridicule, threats, name-calling, withholding of normally disseminated information, adverse effect on job status, security or compensation, or further harassment.

All complaints of sexual harassment are taken seriously. Employees who falsely and maliciously accuse others of sexual harassment shall be disciplined in accordance with district disciplinary procedures.

The following steps should be followed when lodging an informal complaint:

1. Employees who believe they have been subjected to sexual harassment should report the problem to their immediate supervisor. If the employee's immediate supervisor is the alleged harasser, the employee should bypass the supervisor and report the harassment directly to the building principal, Director of Special Education, the Superintendent, or the Board of Education.
2. The person seeking information will be counseled as the options for actions available under policy and will be provided a copy of this policy. They will be informed about resources available, such as videos or books, which provide information regarding sexual harassment. They will be informed that they will have the opportunity to participate in discussions regarding the method of resolving the matter.
3. Informal resolution will be attempted. Resolution may be as simple as conducting refresher training, having a discussion with the alleged offender, or sending a memo to all employees indicating concern about sexual harassment in the district. The alleged offender will not be contacted without permission of the complainant.
4. If the problem is resolved informally, a written summary will be made and kept in a confidential file. The compliance coordinator will follow up within one month to determine whether the victim has been subject to any further sexual harassment or retaliation.
5. If the problem cannot be resolved informally, or is not resolved within 5 workdays, the complainant will be advised of formal complaint procedures. The filing of a written complaint is required for a matter to be formally investigated. Formal sexual harassment complaints will be in accordance with the district's discrimination complaint procedure.

Any questions regarding the U.S.D. #212 Sexual Harassment Policy should be addressed to the Superintendent, 512 W. Bryant, Alma, KS 67622, 785-669-2445.

DISCRIMINATION COMPLAINTS

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. Superintendent of Schools U.S.D. #212, 512 W Bryant St., Alma, KS 67622, (785) 669-2445 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990. Complaints of discrimination should be addressed to an employee's supervisor or to the compliance coordinator. Complaints of discrimination against the superintendent should be addressed to the board of education or compliance coordinator. Complaints of discrimination will be resolved using the district's discrimination complaint procedure.

HEALTH

School Nurse

We have the services of a school nurse one day a week.

Blood Borne Pathogens

The exposure control plan for blood borne pathogens is available for review from the school nurse. All staff receives the training and equipment necessary to implement the plan.

Communicable Diseases

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so a proper reporting may be made as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students.

The employee shall be allowed to return to duty upon recovery from the illness, when authorized by the employee's physician or by the health assessment team.

The board reserves the right to require a written statement from the employee's physician indicating the employee is free from all communicable disease symptoms.

Health Examinations

As a condition to entering or continuing employment, certified employees must present a district approved form to the clerk, completed by a health care professional, which states "that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established." If at any time there is a reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. (K.S.A. 72-5213)

The board reserves the right to have any employee examined at any time by a physician of the board's choice to determine if the employee is able to fulfill and perform the obligations of employment and to abide by and implement the policies and rules of the board. The costs of any examination required will be borne by the board.

MEDICATIONS, ADMINISTERING

Supervision of Medication

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drug and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized.

In certain circumstances, when medication is necessary in order that the student remain in school, the school may cooperate with the parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication, or the parent if it is a non-prescription medication, must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parent(s) must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability.

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parent(s).

The medication shall be examined by the school employee administering the medication to determine that it appears to be in the original container, properly handled, and to be properly authorized by the written order of a licensed medical person. Two containers, one for home and one for the school should be requested from the pharmacist. Only oral medications should be administered, except in emergency situations.

Any changes in types of drugs or dosage and/or time of administration should be accompanied by new physician and parent permission signatures with a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medications requiring refrigeration.

Medications should be inventoried every semester. Out of date stock should be returned to parent or destroyed.

Over the counter medications should not be maintained on any school premises, including athletic areas, unless written parent permission to administer is obtained.

The building administrator may choose to discontinue the administration of medication provided that the parent(s) or medical people are notified in advance of the date and of the reasons for discontinuance.

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering, and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

Student Self-Administration of Medications

The self-administration of medication is allowed for eligible students in grades K-12. As used in this policy, medication means a medicine for the treatment of anaphylaxis or asthma including, but not limited to, any medicine defined in current federal regulation as an inhaled bronchodilator or auto-injectable epinephrine. Self-administration is the student's discretionary use of an approved medication for which the student has a prescription or written direction from a health care provider.

As used in this policy, health care provider means a physician licensed to practice medicine and/or surgery, an advanced registered nurse practitioner, or a licensed physician assistant who has authority to prescribe drugs under the supervision of a responsible physician.

Eligible to Self-Administer Medication

An eligible student shall meet all the following requirements:

1. A written statement from the student's health care provider stating the name and purpose of the medication(s).
2. The prescribed dosage.
3. The time the medication is to be regularly administered.
4. Any additional special circumstances under which the medication is to be administered.
5. The length of time for which the medication is prescribed.
6. The student shall also demonstrate to the health care provider or the provider's designee and the school nurse or the nurse's designee the skill level necessary to use the medication and any device that is necessary to administer the medication as prescribed. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

Authorization Required

The health care provider shall prepare a written treatment plan for managing the student's asthma or anaphylaxis episodes and for medication use by the student during school hours. The student's parent or guardian shall **annually** complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student's health care provider. Permission forms shall be updated during the enrollment or as needed.

Employee Immunity

All teachers responsible for the student's supervision shall be notified that permission to carry medication and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees and agents are not liable for damage, injury or death resulting directly or indirectly from the self-administration of medication.

Waiver of Liability

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees and agents incur no liability for damage, injury or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify and hold the schools and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

The parent or guardian of the student shall sign a statement acknowledging that the school incurs no liability for any injury resulting from the self-administration of medication and agreeing to indemnify and hold the school and its employees and agents harmless against any claims relating to the self-administration.

Additional Requirements

1. The school district shall require that any backup medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency.
2. The school district shall require that all necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency.
3. Eligible students shall be allowed to possess and use approved medication at any place where the student is subject to the jurisdiction or supervision of the school district and its officers, employees or agents.
4. The board may adopt policy or handbook language, which imposes additional requirements relating to the self-administration of medication allowed for in this policy. The board may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

HAZARDOUS WASTE

When hazardous waste material is produced in a class, or is otherwise located in the district, its disposal shall be in accordance with state and federal laws, rules and regulations.

No employees shall bring hazardous material to school without the prior approval of the principal. Such material shall be in an appropriate container and properly labeled.

If an employee discovers waste material, which is or may be hazardous, he/she should notify his/her supervisor immediately.

Hazardous waste must be placed in an appropriate container affixed with a hazardous waste label, which lists the specific contents. Unlabeled containers, whose contents are undetermined, which may contain hazardous substances, shall not be put in trash containers.

All hazardous wastes must be properly labeled and stored appropriately until they can be disposed of properly. Placing them in trash containers or the sewer system is not an acceptable disposal method.

Asbestos

All Friable Asbestos-containing materials have been removed from Northern Valley Schools. Any remaining asbestos is in a non-friable state. In accordance with E.P.A. Rules and Regulations, all non-friable material will be repaired as it deteriorates or it is physically damaged.

If anyone would like more information regarding the specific location of this material, or a copy of the E.P.A. regulations relevant to this matter, you may contact the office of the Superintendent of Schools at 512 W Bryant, Alma, Kansas 67622.

Pest Control

The district periodically applies pesticides inside buildings. Information regarding the application of pesticides is available from the head custodian.

SPECIAL EDUCATION INFORMATION

Individuals with Disabilities Education Improvement Act of 2004 was reauthorized by Congress and signed by President Bush on December 3, 2004. The legislation basically amended the 1997 IDEA that was the cornerstone of federally mandated services for disabled students. Special education categorical areas include autism, deaf-blindness, deafness, hearing impairment, mental retardation, multiple disabilities, orthopedic impairment, other health impairment, emotional disturbance, specific learning disability speech or language impairment, traumatic brain injury, visual impairment and blindness, early childhood disabilities and gifted.

The Individuals with Disabilities Education Act provides for a free, appropriate public education for all disabled students. The foundation of IDEA is its requirement that schools develop an Individualized Education Program (IEP) for each disabled student. The IEP requirement combines the evaluation of disabled students with the achievement of specific goals. The student's parents, school administrators, and regular and special education teachers working together typically set these goals.

The North Central Kansas Special Education Cooperative Interlocal #636 will continue to provide special education programs and services to all exceptional children. The NCKSEC consist of eleven Unified School Districts as follow: #110 Thunder Ridge, #211-Norton, #212-Northern Valley, #237-Smith Center, #269-Palco, #270-Plainville, #271-Stockton, #325-Phillipsburg, #326-Logan, #392-Osborne, and #399-Natoma.

The purpose of the NCKSEC is to identify all students in the eleven participating districts who are eligible for and need special education services. Special programs and services are then provided to assist these students in reaching their potential. All these services must meet the requirements and specifications stated in federal and state statues and further clarified in the Kansas Special Education Process Handbook. Additionally, the NCKSEC must make assurances in the provision of these services. These assurances include confidentiality of student records, provision of student's and parent's due process rights, nondiscriminatory and multi-disciplinary evaluations, and provision of services in the least restrictive environment of most normal setting to the maximum extent appropriate.

If anyone believes that a child may qualify for and need any of these services, please contact any building administrator in any of the thirteen districts or Deb Reha, Director for the North Central Kansas Special Education Cooperative Interlocal #636, 205 F Street Suite 235, PO Box 369Phillipsburg, KS 67661-0369 (785-543-2149).

STUDENT PRIVACY RIGHTS

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by district employees is confidential, and state and federal law limits its release; for example, driver record and vehicle registration information, information obtained pursuant to Department of Children and Families interventions, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employees who may need such information for an education purpose in connection with their duties and to authorized persons or agencies only in accordance with law, district policies, and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor or otherwise be required to release the information under law or court order. In all cases, the employee's immediate supervisor shall immediately be informed, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies, the negotiated agreement, and district procedures. Disciplinary action may include penalties, up to and including, termination.

STUDENT LIST FOR ATHLETICS AND/OR SCHOOL SPONSORED ACTIVITIES

All coaches and/or sponsors of any event that requires students to miss a class needs to provide a list of students to all staff members no less than four school days prior to the event. All coaches and/or sponsors of any event that requires students to miss more than two class periods must obtain the sign-off sheet from the office indicating which students have had their hand-books signed-off and are permitted to attend. For no reason shall a student who is not checked-off by the office be permitted to attend the event.

NORTHERN VALLEY USD #212: CALENDAR REQUEST FORM

TRAINING/CONFERENCE _____

DATE REQUEST SUBMITTED _____ DATE OF EVENT _____

TIME _____ LOCATION _____

VEHICLE NEEDED: VAN _____ CAR _____ SUBURBAN _____ BUS _____

LEAVING TIME _____ REQUESTED BY _____

PLEASE REGISTER ME FOR THIS TRAINING/CONFERENCE (ATTACH REGISTRATION INFORMATION)

I ALREADY REGISTERED FOR THIS TRAINING/CONFERENCE (ATTACH REGISTRATION)

I WILL NOT BE STAYING OVERNIGHT

I NEED A HOTEL RESERVATION FOR THE FOLLOWING DATES: CHECK-IN _____
CHECK-OUT _____ HOTEL PREFERENCE _____

I MADE MY OWN HOTEL RESERVATION (INCLUDE HOTEL INFORMATION)

PRINCIPAL'S SIGNATURE _____

ALL PROFESSIONAL DEVELOPMENT/TRAINING/CONFERENCES MUST BE APPROVED BY SUPERINTENDENT

APPROVED

DENIED

REASON FOR DENIAL _____

SUPERINTENDENT'S SIGNATURE _____

BUDGET CODE _____

ANY REQUEST SUBMITTED LESS THAN 10 SCHOOL DAYS PRIOR TO AN EVENT INVOLVING STUDENTS WILL NOT BE APPROVED UNLESS THERE ARE EXTENUATING CIRCUMSTANCES.

TRIPS NOT INVOLVING STUDENTS NEED TO BE SUBMITTED 5 SCHOOL DAYS PRIOR TO EVENT. ANY REQUEST SUBMITTED LESS THAN 5 DAYS PRIOR TO THE EVENT MAY NOT BE APPROVED IF A SUBSTITUTE OR VEHICLE IS NOT AVAILABLE, UNLESS THERE ARE EXTENUATING CIRCUMSTANCES.

NOTE: Please fill out this report showing the date, time and reason you will be gone. If you will need a substitute, show the time you will need to have covered. Have the sheet signed by the administrator approving the absence. In the event of an unforeseen absence, **YOU** are required to fill out the sheet upon your return, sign the form and give it to your building secretary. Paid Time Off will not be allowed on those days immediately preceding or following breaks without prior board approval.

USD #212 ABSENTEE FORM

NAME: _____

DATE/DATES OF ABSENCE: _____

TOTAL NUMBER OF DAYS: _____

Enter a number on this line from those shown in red in the list below.

ADMINISTRATIVE APPROVAL: _____

Gone From: _____ O'clock Until: _____ O'clock less 30 minute lunch

If you are gone during your normal 30 minute lunch period, you do not need to count that time in leave used.

If you are gone a full day YOU ARE GONE A FULL DAY; you cannot count 30 minutes off for lunch!!!

.5 hr	0.0625	2.5 hr	0.3125	4.5 hr	0.5625	6.5 hr	0.8125
1 hr	0.125	3 hr	0.375	5 hr	0.625	7 hr	0.875
1.5 hr	0.1875	3.5 hr	0.4375	5.5 hr	0.6875	7.5 hr	0.9375
2 hr	0.25	4 hr	0.50	6 hr	0.75	8 hr	1.00

I will need a **Substitute** to cover from: _____ O'clock to: _____ O'clock

This should be the time you have contact with your students.

Reason for Absence (check one)

Paid Time Off (PTO): _____

Without Pay: _____

Bereavement: _____ Relationship: _____

Professional: _____ Event: _____

Inservice: _____ Event: _____

(requires an Appendix C form)

Vacation: _____ (12 month Employees only)

Substitute: _____

Sub contracted for: 1/2 day 3/4 day all day by: _____

(For Sub Teachers only - Secretaries circle one) Secretary signature

Lesson Plans/Material Available for Substitute: Yes: _____ No: _____

Substitute's work was: Excellent: _____ Satisfactory: _____ Unsatisfactory: _____

Comments: _____

Signed: _____ Date: _____

NORTHERN VALLEY SCHOOL
REQUEST FOR PURCHASE ORDER

TEACHER _____

DATE _____

Items Requested:

Name & Address of Vendor:
(include telephone and fax)

Have items been ordered/purchased: Yes No

Cost:

Department:

Check made payable to:

Payment due by:

Approved _____ Not Approved _____ Reason _____

Account Code _____

Date: _____

NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF NON-PRESCRIPTION DRUGS

Name of Student _____ School: _____

Grade: _____ Teacher: _____

Medication (s): _____

Dosage: _____ Date Started: _____

Time of day medication is to be given: _____

.....

I hereby give my permission for _____ to take the above medication(s) at school as ordered. I understand that it is my responsibility to furnish this medication. I further understand that any school employee who administers any drug or nonprescription medication pursuant to parental written request to my student in accordance with written instructions from the physician or dentist shall not be liable for damages as a result of an adverse medication reaction suffered by the student because of administering such medication.

Date

Signature of Parent or Guardian

NOTE: The medication(s) is to be brought to school in the original container appropriately labeled by the pharmacy or physician stating the name of the medication(s), the dosage, and time to be administered.

NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF PRESCRIPTION DRUGS

Name of Student _____ School: _____

Grade: _____ Teacher: _____

Medication (s): _____

Dosage: _____ Date Started: _____

Conditions under which the medication is to be given:

Any additional circumstances under which the medication is to be given:

Length of time medication is to be administered:

I hereby give my permission for _____ to administer the above medication(s) at school as ordered. I understand that it is my responsibility to furnish this medication. I acknowledge that the school incurs no liability for any injury resulting from the self-administration of medication and agree to indemnify and hold the school, its employees, and agents harmless against any claims relating to the self-administration of such medication.

My child has been instructed on self-administration of the medication(s) and is authorized to do so in school.

Date

Signature of Parent or Guardian
(NOTE: Parental permission must be renewed annually)

Date

Signature of Health Care Provider

NOTE: The medication(s) is to be brought to school in the original container appropriately labeled by the pharmacy or physician stating the name of the medication(s), the dosage, and time to be administered.

**NORTHERN VALLEY USD 212: PHYSICIAN PERMISSION FOR DISTRICT
ADMINISTERING OF MEDICATION**

School: _____

Medication(s) to be Given at School

Name of Student: _____

Parent/Guardian: _____

Physician's Name: _____

Physician's Signature: _____

Physician's Phone: _____

Medication(s): _____ Prescribed by: _____

Dosage: _____ Time to be Given: _____

Duration of Orders: _____

Date	Time	Dosage	Administered by (signature)	Comments
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NORTHERN VALLEY USD #212: ACCIDENT REPORT FORM

Employees must notify the employer within 10 days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from your supervisor or the district office.

Employer:

Your Name:

Your Home Address:

Your Home Phone Number:

Social Security Number:

Date of Accident:

Time of Accident:

In your own words, describe what happened:

What physical problems are you experiencing as a result of this injury?

Did you report this injury to your supervisor?

If not, why not?

Date reported:

Supervisor's Name:

Were you working at your regular job at the time of injury?

If not, please explain?

Were there any witnesses?

If yes, who?

Did you go to the hospital or clinic?

Address of the hospital/clinic:

Name of treating physician:

Additional comments:

Date:

Signature:

NORTHERN VALLEY USD #212: INCIDENT REPORT

NOTE: Email or send a written copy of this form when sending a student to the office:

Student: _____ Grade: _____ Date: _____

Nature of Incident: _____

Repeat Offense: Yes: _____ No: _____
(Note: for repeat offenses of minor violations please attempt at least two interventions before referring the student to the office)

If yes, what step(s) have you taken?

Telephone Contact: Yes: _____ No: _____

Person Contacted: _____ Date: _____

Response: _____

Student/Teacher Conference: _____

Response: _____

Parent/Student/Teacher Conference: _____

Response: _____

Other: _____

Response: _____

Northern Valley
USD 212



K – 12 Handbook

Approved by the USD 212 Board of Education on
August 10, 2020

WELCOME TO NORTHERN VALLEY

Dear Students:

Welcome back for a new school year. The Northern Valley staff, administration, and board of education are committed to providing a positive and safe learning environment for all students. Our goal is for students to be successful in school and life after school. You and your parents are an important part of this educational team. In order for you to be successful you need to come to school ready to learn, go to class on time, work hard to get good grades, and follow the guidelines in this handbook.

The contents of this Student Handbook include important guidelines that help us operate effectively. For K-12th grade students, please take the time to review the handbook section of your planner so that all of us have a common understanding of what is expected and operate within those guidelines. This planner also serves as an organizational tool and you are encouraged to use the calendar pages to note assignments, projects and tests you should be prepared for. Because it also serves as a hall pass, it would be beneficial that you carry it with you throughout the day.

Northern Valley Schools will provide you with many opportunities to learn and enjoy your educational experience and we encourage you to get involved academically and socially. Your involvement in various groups or teams will help you to understand how to work with others and will enable you to build positive relationships. Research shows that involvement with activities outside of the classroom helps students with their interest in school and eventual graduation.

We expect students to strive for excellence in their studies and to make positive contributions to our school and our community. Don't take classes just because they are easy, take them because they could be beneficial to your future. As an educational team, we are here to provide the best education possible. You need to remember that you are an equally important part of this team and it is important that you take the responsibility to ask questions and seek extra help when you don't understand.

The cornerstone of any successful school community is the concept of mutual respect for others in the community. We have over 100 teachers, staff, and students sharing an environment at the same time. Therefore, your actions must be consistent with the rules and must not infringe on the rights, safety, and respect for others.

Our hope is that you will always strive to be the best student and person you can be. The Northern Valley Educational Team is looking forward to many successes this coming year. If there is anything that we can help you with as you pursue your educational goals, please let us know. We wish you the best this year and let's show that HUSKY PRIDE!

GO HUSKIES!

CITIZENSHIP STATEMENT

AT NORTHERN VALLEY, I HAVE THE RIGHT...

**TO BE TREATED WITH RESPECT BY EVERY PERSON,
TO FEEL SAFE AND TO BE SAFE, TO BE HEARD, REGARDLESS OF WHO I AM,
TO EXPECT THAT OTHERS WILL RESPECT MY RIGHTS,
TO EXPECT MY PERSONAL PROPERTY WILL BE RESPECTED,**

IN RETURN, I HAVE THE RESPONSIBILITY....

**TO RESPECT THE SPACE, THE PROPERTY, AND THE PERSON OF EVERYONE ELSE,
TO UNDERSTAND AND TOLERATE DIFFERENCES IN OTHER PEOPLE,
TO GIVE TO OTHERS ALL THE SAME RIGHTS I DEMAND FOR MYSELF.**

NO ONE WILL INTERFERE WITH ANYONE ELSE'S RIGHT TO LEARN.

PHILOSOPHY OF EDUCATION

The Board of Education of Northern Valley Schools, U.S.D. #212, believes that each individual child should be provided with an educational program that is best suited to meet the needs and interests of that individual, and provide opportunity for learning experiences designed to promote behavioral change and maturation that will effect continuing satisfactory adjustment to life.

In practical application of this philosophy, opportunities shall be provided each student to develop individually and to mature to his/her natural limits in terms of his/her own abilities and interest; to develop his or her ability to vote intelligently, hold office, contribute to his economic well-being, keep informed of the changing world and environment around him/her, use his/her leisure time wisely and constructively, and understanding for the necessity of due process.

We, therefore, believe that the development of an educational program should be an evolutionary process under constant evaluation dedicated to providing experiences relevant to the demands of the modern society.

NORTHERN VALLEY USD #212 DISTRICT WIDE GOALS

1. **DEVELOP SKILLS IN READING, WRITING, SPEAKING, AND LISTENING.**
 - A. Develop ability to communicate ideas and feelings effectively.
 - B. Develop skills in oral and written English.
2. **LEARN HOW TO EXAMINE AND USE INFORMATION.**
 - A. Develop ability to examine information constructively and creatively.
 - B. Develop ability to use scientific methods.
 - C. Develop reasoning abilities.
 - D. Develop skills to think and proceed logically.
3. **DEVELOP SKILLS IN MATHEMATICS AND SCIENCE.**
 - A. Develop ability to apply skills in real-life experiences.
 - B. Develop a fund of information and concepts.
 - C. Develop special interests and abilities.
4. **DEVELOP GOOD CHARACTER AND SELF-RESPECT.**
 - A. Develop moral responsibility and a sound ethical and moral behavior.
 - B. Develop the student's capacity for constructive discipline in work, study, and play.
 - C. Develop moral and ethical sense of values, goals, and processes of free society.
 - D. Develop standards of personal character and ideas.
5. **DEVELOP PRIDE IN WORK AND A FEELING OF SELF-WORTH.**
 - A. Develop a feeling of student pride in achievements and progress.
 - B. Develop self-understanding and self-awareness.
 - C. Develop the student's feeling of positive self-worth, security, and self-assurance.
6. **LEARN HOW TO BE A GOOD CITIZEN.**
 - A. Develop an awareness of civic rights and responsibilities.
 - B. Develop attitudes for productive citizenship in a democracy.
 - C. Develop an attitude of respect for personal and public property.
 - D. Develop an understanding of the obligations and responsibilities of citizenship.
7. **DEVELOP A DESIRE FOR LEARNING NOW AND IN THE FUTURE.**

- A. Develop intellectual curiosity and eagerness for lifelong learning.
 - B. Develop a positive attitude toward learning.
 - C. Develop a positive attitude toward continuing independent education.
8. PRACTICE AND UNDERSTAND THE IDEAS OF HEALTH AND SAFETY.
- A. Establish an effective, individual, physical fitness program.
 - B. Develop an understanding of good physical health and well being.
 - C. Establish sound personal health habits and information.
 - D. Develop a concern for public health and safety.
9. UNDERSTAND AND PRACTICE DEMOCRATIC IDEAS AND IDEALS.
- A. Develop loyalty to American democratic ideals.
 - B. Develop patriotism and loyalty to ideas of democracy.
 - C. Develop knowledge and appreciation of the rights and privileges in our democracy.
 - D. Develop an understanding of our American heritage.
10. APPRECIATE CULTURE AND BEAUTY IN THE WORLD.
- A. Develop abilities for effective expression of ideas and cultural appreciation – fine art.
 - B. Cultivate appreciation for beauty in various forms.
 - C. Develop creative self-expression through various media - art, music, writing, etc.
11. GAIN INFORMATION NEEDED TO MAKE JOB SELECTIONS
- A. Promote self-understanding and self-direction in relation to student’s occupational interests.
 - B. Develop the ability to use information and counseling services related to the selection of a job.
 - C. Develop knowledge of specific information about a particular vocation.
12. LEARN HOW TO USE LEISURE TIME.
- A. Develop ability to use leisure time productively.
 - B. Develop a positive attitude toward participation in a range of leisure time activities – physical, intellectual, and creative.
 - C. Develop appreciation and interest, which will lead to wise and enjoyable use of leisure time.
13. LEARN HOW TO BE A GOOD MANAGER OF MONEY, PROPERTY, AND RESOURCES.
- A. Develop an understanding of economic principles and responsibilities.
 - B. Develop ability and understanding impersonal buying, selling, and investments.
 - C. Develop skills in management of natural and human resources and the environment.
14. UNDERSTAND AND PRACTICE THE SKILLS OF FAMILY LIVING.
- A. Develop understanding and appreciation of the principles of living in the family group.
 - B. Develop attitudes leading to acceptance of responsibilities as family members.
 - C. Develop an awareness of future family responsibilities and achievement of skill in preparing to accept them.
15. LEARN TO RESPECT AND GET ALONG WITH PEOPLE WITH WHOM WE WORK AND LIVE.
- A. Develop appreciation and respect for the worth and dignity of individuals.
 - B. Develop respect for individual worth and understanding of minority opinions and acceptance of majority decisions.
 - C. Develop a cooperative attitude toward living and working with others.
16. LEARN ABOUT AND TRY TO UNDERSTAND THE CHANGES THAT TAKE PLACE IN THE WORLD
- A. Develop ability to adjust to the changing demands of society.
 - B. Develop an awareness of and the ability to adjust to a changing world and its problems
 - C. Develop understanding of the past, identify with the present, and the ability to meet the future.
17. DEVELOP SKILLS TO ENTER A SPECIFIC FIELD OF WORK.
- A. Develop abilities and skills needed for immediate employment.
 - B. Develop an awareness of opportunities and requirements related to a specific field of work.
 - C. Develop an appreciation of good workmanship.
18. LEARN HOW TO RESPECT AND GET ALONG WITH PEOPLE WHO THINK, DRESS, AND ACT DIFFERENTLY
- A. Develop an appreciation for and an understanding of other people and other cultures.
 - B. Develop an understanding of political, economic, and social patterns of the rest of the world, nations, and cultures.
 - C. Develop awareness of the interdependence of races, creeds, nations, and cultures.
 - D. Develop an awareness of the processes of group relationships.

AN EQUAL EMPLOYMENT EDUCATION OPPORTUNITY AGENCY

Northern Valley Schools, U.S.D. #212 does not discriminate on the basis of sex, race, color, national origin, handicap, or age in admissions or access to, or treatment or employment in its programs or activities. Any questions regarding the Department’s compliance with Title VI, Title IX, or section 504 may be directed to the Title IX Coordinator, who can be reached at 785-669-2445, 512 W. Bryant, Almena, KS 67622, or to the Assistant Secretary for Civil Rights, U.S. department of Education.

FACULTY & STAFF

OFFICE STAFF

Ken Tharman	Superintendent & HS Principal
Marvin Gebhard	Pre-K – 8 Principal
Lidia Knapp	Clerk
Nicole Simeon	Treasurer & HS Secretary
Sommer Yocum	Junior High Secretary
Sheri Sammons	Elementary School Secretary

TEACHING STAFF

Jim Cole	5 - 8 PE & Science / Junior High Athletic Director
Rebecca Lawhorn	JH/HS Social Science & Computers
Amy McKinney	9-12 Computers & Business
Hannah Imm (Mongeau).....	9-12 English
Brent Orme	9-12 Social Science / HS Activities Director
Emily Lowry	6- 12 Math
Kathy Whitney	K-12 Vocal & 5-12 Instrumental
Cindy Mordecai	6-8 Language Arts
Alissa Krafft.....	9-12 Vocational Agriculture & FFA / FACS
Jessica Reeves	9-12 Science / Student Success Coordinator
Sandra Dole.....	Preschool
Angie Knuth.....	Kindergarten
Tammy Vincent	First Grade
Katie Grote.....	Second Grade
Jill Gebhard.....	Third Grade
Amy Chandler.....	Fourth Grade
Kirsten Baird.....	Fifth Grade
Kelli Hueneke	PreK-6 th Title I/At Risk
Terry Logemann	5-12 Interrelated Teacher
Tami Dubois	K-4 th Interrelated Teacher
John Vincent	Library Media Tech
Brandi Shelton	Nurse
Ryan Hopkins	Technology Coordinator

CUSTODIANS

Hal Hansen (ES)
Julie Hilburn (JH)
Noah Hansen (HS / Almena Maint.)

CAFETERIA STAFF

Becky Delimont, Food Service Supervisor & Cook
Monica Bach, Cook
Jacque Horacek, Cook

BOARD MEMBERS

Hilary Van Patten	Laquita Smith
Christopher Rogers	Shanna Hammond
Rich Wenzl	Steven Whitney

SCHOOL TELEPHONE NUMBERS

Almena High School – 785-669-2445
Long Island Junior High School – 785-854-7681
Almena Elementary School – 785-664-2446

WEBSITE

The districts website offers a wealth of information about the district including articles of school events happening K-12. Make sure you regularly visit: www.nvhuskies.org

SCHOOL CLOSING/STORM ROUTES

Listen to the following stations for school closings during stormy weather:

KQNK – Norton Radio – AM 1530/FM 106.7

KKAN/KQMA – Phillipsburg Radio – AM 1490/FM92.5

KRVN – Lexington Radio – AM 880/FM 93.1

KSNK – TV Channel 8

NTV – TV – Channel 13

KOLN – TV – Channel 11

KAKE – TV – Channel 10

KWCH – TV – Channel 7

HANDBOOK PURPOSE

A handbook exists for those who need to have guidelines and rules written down and for those times when we all need to have a reference to look up information about the school.

The content of the handbook has been determined by what students and faculty need. This handbook has been approved by the USD 212 Board of Education and is an extension of district policy.

PLANNER USE

9th-12th planners will be used when students are missing part of or all of two or more class periods a day for school activities. When a student is going to be gone to a school event or activity and will miss part of or all of two or more class periods, the student is required to get the planner signed by the teacher from each class they will be missing. Students will then present their planner to the sponsor or coach prior to leaving (procedure for checking planners will be determined by the coach or sponsor). This is to insure students are not missing assignments as a result of school related activities. Failure to do any of these steps will result in the student being unable to attend the event or activity. Teachers should only sign planners when students have completed the work they will be missing or have made arrangements with the student to make up missed work.

PASSES OR PERMITS

6th-12th Students must have a signed pass when they are in the halls during class time. It is preferred that students use the hall passes in their planners. Permits and special passes for yearbook and teacher assistants may be made by the teachers or sponsors. **A student leaving the building or school grounds must have permission from the office.**

INCLUSION STATEMENT

Areas of concern not specifically addressed in this book are not to be assumed as permitted. In other words, it may not be written down here, but that doesn't imply it is allowed.

FRIABLE ASBESTOS CONTAINING MATERIAL

All Friable Asbestos-containing materials have been removed from Northern Valley Schools. Any remaining Asbestos is in a non-friable state.

In accordance with EPA Rules and Regulations, all non-friable material will be repaired as it deteriorates or it is physically damaged. If anyone would like more information regarding the specific location of this material, or a copy of the EPA regulations relevant to this matter, you may contact the office of the Superintendent of Schools at 512 W. Bryant, Alma, Kansas.

STUDENT GRIEVANCE PROCEDURES

The Board of Education has adopted the following resolution relating to Grievance Procedures, which includes the American with Disabilities Act:

- A. The Local Education Agency recognizes the right of students to express their grievances, and to seek a solution concerning disagreements arising from differences of interpretation of policy, which might arise between the LEA and its students.
- B. The procedures for processing grievances shall be as follows:
 1. Should a grievant or the representative find, after oral discussion with the principal, that Grievant rights under LEA Policy have been violated, they may originate a grievance. The grievant and/or the representative shall,

within 20 days of the date the grievance occurred, present the facts, in writing, to the principal. The decision of such official shall be made in writing, to the grievant within ten (10) working days.

2. Should the grievant decide that the reply of the principal is unsatisfactory, the grievant shall, within ten (10) working days, submit an appeal to the chief school officer. The decision of the chief school officer shall be made in writing, to the grievant or the representative within ten (10) working days.
3. Should the grievant decide the reply of the chief school officer is unsatisfactory, the matter may be appealed, within ten (10) working days, to a grievance Committee which shall be established as follows:
 - a. The grievant or the representative may designate one (1) member.
 - b. The chief school officer or the representative shall appoint one (1) member.
 - c. The two members appointed, as provided in (a) and (b) above, shall agree upon a third member.
 - d. In the event the grievant representative and the LEA representative cannot agree upon a third member of the Grievance committee within a period of ten (10) working days the President of the local board shall designate a third member.
 - e. The Grievance Committee as provided in “c”, shall meet within a period of ten (10) working days after the appointment of the third member of the Committee and a set decision of the grievance Committee may be reached upon the concurrence of any two (2) of the three members.
 - f. The Grievance Committee shall keep a complete record of any hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete transcript of any testimony taken. Upon rendering its decision, the complete record shall be filed in the office of the chief school officer and shall be available to the grievant, the Grievant representative or the LEA’s representative.
4. In the event the decision of the grievance Committee is unsatisfactory to either the grievant or the chief school officer, either may, within ten (10) days after receipt of the decision of the grievance committee, file a written notice of appeal to the Local Board of Education.
5. Upon receipt of the notice of appeal, the President of the local board shall cause the transcript of the hearing before the Grievance committee to be filed with the local Board of Education who shall review such record. The decision of the local board of Education, upon such review, shall be final.
6. If the decision is deemed unsatisfactory by the complainant(s), a complaint of alleged Discrimination may be filed with the:

Kansas Commission of Civil Rights
214 West 6th
Topeka, KS 66603

Equal Employment Opportunity
12 Grand Building
1150 Guard
Kansas City, MO 64106

Department of Health, Education
and Welfare
Office for Civil Rights
324 East 11th St
Kansas City, MO 64106

ADA, OCR, VOC/ED GUIDELINES

Civil Right Comprehensive Notification for Northern Valley Schools

In compliance with the Executive Order 11246; Title II of the Education Amendments of 1976; Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Title IX Regulation Implementing Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; ADA, and all other Federal, State, School Rules, laws, regulations, and policies, the Northern Valley Schools, Almena, Kansas 67622, shall not discriminate on the basis of sex, race, color, national origin, or handicap in the educational programs or activities, which it operates.

It is the intent of Northern Valley Schools, Almena, Kansas 67622, to comply with both the letter and spirit of the law in making certain discrimination does not exist in its policies, regulations, and operations. Grievance procedures for Title IX and Section 504

have been established for students, their parents, and employees who feel discrimination has been shown by the local education agency.

Specific complaints of alleged discrimination under ACA, Title IX (sex) and Section 504 (handicap) should be referred to:

TITLE IX COORDINATOR
Ken Tharman
Almena, KS 67622
785-669-2445

SECTION 504 & ADA COORDINATOR
Ken Tharman
Almena, KS 67622
785-669-2445

ADA, Title VI, Title IX, and Section 504 complaints can also be filed with the Regional Office for Civil Rights. Address Correspondence to:

Regional Office for Civil Rights
324 East 11th
Kansas City, MO 64106

All students attending Northern Valley Schools, Almena, KS 67622 may participate in education programs and activities, including, but not limited to health, physical education, music, and vocational and technical education regardless of race, color, national origin, age, handicap, or sex.

KANSAS STATE DEPARTMENT OF EDUCATION COMPLAINT RESOLUTION PROCEDURES

Under 34 CFR 299.10 to 299.12;

1. Any organization or individual may file a written, signed complaint with the Commissioner of Education, 120 East Tenth Street, Topeka, KS, 66612, alleging that the state or a school district or consortium of school districts is violating a federal statute or regulation that applies to any of the following programs:
 - Part A of Title I (Improving Basic Programs Operated by Local Education Agencies),
 - Part B of Title I (Even Start Family Literacy Programs),
 - Part C of Title I (Migrant Education),
 - Part D of Title I (Children and Youth Who are Neglected, Delinquent, or At-Risk of Dropping Out),
 - Title II (Eisenhower Professional Development Program),
 - Subpart 2 of Part A of Title III (State and Local Programs for School Technology Resources),
 - Part VI (Innovative Education Program Strategies),
 - Part C of Title VII (Emergency Immigrant Education), and
 - National and Community Service Trust Act of 1993 and subsequent reauthorization.
2. Any organization or individual also may appeal a decision by a local school district or consortium of school districts regarding an alleged violation of federal statute or regulation that applies to the above listed programs. The appeal must be written and signed by the appellant and contain the information described in paragraph 3. The appeal shall be filed with the Commissioner of Education within 30 days of the date of the local decision.
3. Any complaint or appeal must include:
 - (a) A statement that the state or a sub-grantee has violated a requirement of a federal statute or regulation that concerns a covered program.
 - (b) the facts on which the statement is based; and
 - (c) the specific requirement allegedly violated.
4. Upon receiving a complaint or appeal meeting the above requirements, an investigation shall be made to determine the merits of the complaint or appeal. This may include the conduct of an on-site investigation, if it is determined that an on-site investigation is necessary.
5. Each complaint or appeal shall be investigated and resolved within 60 calendar days after it is received. However, if the Commissioner determines that exceptional circumstances exist with respect to a particular complaint or appeal, an extension of the time may be granted.
6. Any person who is dissatisfied with a final decision of the Commissioner regarding a complaint or an appeal shall have the right to request the Secretary of the U.S. Department of Education to review the decision.

SUGGESTED PROCEDURES FOR COMPLAINT RESOLUTION AT THE LOCAL EDUCATION AGENCY LEVEL

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	Coach	Athletic Director	Principal	Supt.	Board of Education
Curriculum/Academic / Instruction	Teacher	Principal	Supt.	Board of Education	
Discipline	Teacher	Principal	Supt.	Board of Education	
Facilities	Principal	Supt.	Board of Education		
Guidance	Student Success Coord.	Principal	Supt.	Board of Education	
Special Education	Teacher	Principal	NCKSEC	Supt.	Board of Education
Student Concerns	Teacher	Principal	Supt.	Board of Education	
Computer / Technology	Teacher	Technology Director	Principal	Supt.	Board of Education
Transportation	Driver	Transportation Director	Principal	Supt.	Board of Education
Custodial / Maintenance	Principal	Supt.	Board of Education		

1. The complainant is encouraged to first speak to the teacher or staff person involved.
2. If the concern is not resolved through direct communication, the complainant is encouraged to speak with the principal of the school. Principals have 10 calendar days to respond to concerns, which may include an in - person conference if requested by any involved party. If the concern is not resolved to the complainant’s satisfaction, the principal shall inform the complainant to the superintendent.
3. The Superintendent will have 10 calendar days to respond to the concern, the complaint must include, the facts on which the statement is based; and the specific requirement allegedly violated.
4. Upon receiving a complaint or appeal meeting the above requirements, an investigation shall be made to determine the merits of the complaint or appeal. This may include conducting of an on-site investigation, if it is determined that an on-site investigation is necessary.
5. Each complaint or appeal shall be investigated and resolved within 60 calendar days after it is received. However, if the Superintendent determines that exceptional circumstances exist with respect to a particular complaint or appeal, an extension of the time may be granted.
6. Any person who is dissatisfied with a final decision of the Superintendent regarding a complaint or an appeal shall have the right to request placement on the Board of Education Agenda to review the decision.

POLICY OF PROOF OF IDENTITY OF STUDENTS

Kansas’s law provides that whenever a child enrolls in a public school for the first time, the school is required to secure proof of identity of the child. Proof of identity is either, (a) a birth certificate for a child enrolling in Kindergarten or first grade, (b) a copy of the court order placing the child in the custody of the Social and Rehabilitation Services or, (c) a certified transcript or other similar pupil record of a child enrolling in grades 2 through 12.

If proof is not provided to the school within 30 days of enrollment, the school must notify the law enforcement agency, which must promptly investigate the identity of the child.

CHILD HEALTH ASSESSMENT FOR NEW SCHOOL ENTRANTS

Effective May 5, 1994, Child Health Assessments will be required as follows:

1. Applies to new school entrants (not previously enrolled in any school in Kansas).

2. Applies to both public and private schools.
3. Applies to children ages 8 and under. This would include preschool children enrolling in school for the first time.
4. The health assessment definition includes: health history, physical exam, and other screening tests as medically indicated. The provider determines which lab and other screening tests will be done.
5. No specific health assessment form is required. A sample form can be obtained by phoning 785-296-1217.
6. Qualified providers include physicians, other providers working under direct supervision of physicians or nurses certified by KDHE. Questions regarding nursing certifications should be addressed to KDHE at 785-296-6651.
7. Health assessment information should be forwarded to the school by the parent/guardian.
8. The health assessment must be done within 12 months prior to school entry or within 90 days after school entry. A student may be excluded from school without the health assessment.
9. When provided to a Medicaid participant child, Medicaid requires certain tests be done as part of the Kan-BE-Healthy program. Questions: Contact DCF at 785-296-1491.

USD 212: DRUG FREE SCHOOLS AND COMMUNITIES ACT

The unlawful possession, use, or distribution of illicit drugs and alcohol by students or school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free School and Communities Act, PL 102-226. This policy, and any curriculum used in conjunction with it, shall be evaluated at least every other year using criteria developed by the superintendent and approved by the board. The board shall receive a report after each of these reviews is conducted (Approved: July 17, 1990).

The entire district's students shall be made aware of the legal, social, and health consequences of drug and alcohol use. Students shall be instructed on effective techniques for resisting peer pressure to use illicit drugs or alcohol. Students shall also be informed that the use of illicit drugs and the unlawful possession and use of alcohol is both wrong and harmful.

The board has adopted a comprehensive drug and alcohol abuse and prevention program as part of the district's curriculum. The curriculum is age-appropriate and developmentally based to reach students at all ages and levels of education within the district.

TOBACCO POLICY **Tobacco Free Campus**

Use and/or possession of any tobacco product or nicotine delivery device is prohibited in any district facility; in school vehicles; at school-sponsored, activities, programs, or events; and on school owned or operated property.

Student violations may result in parent/guardian notification, participation in tobacco education program, suspension and/or expulsion from school and/or extracurricular activities, community service, and/or notification of law enforcement.

The following definitions apply to this policy.

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

"Tobacco product" means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus.

"Tobacco product" also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, and substances used in electronic cigarettes, whether or not they contain nicotine.

Visitors who are not district employees or students will be prohibited from using tobacco in and on all district real or personal property, whether owned, leased, or rented, or at any school sponsored event. If the visitor does not comply he or she will be asked to leave the school property for the rest of the day. If the visitor refuses to cease using tobacco products or refuses to leave, they should be advised that continued refusal to leave school property may be referred to local law enforcement. The law enforcement authority may be called to deal with the person and a complaint may be filed with the local law enforcement agency. **All staff members are expected to assist in the enforcement of this policy.**

All students are prohibited from illegally possessing, smoking, or otherwise using tobacco products in or on all district real or personal property, whether owned or leased, or rented, or at any school sponsored event. This policy became effective on July 8, 2019. It shall be in effect twenty-four hours a day, seven days a week, without exception.

STUDENT SUBSTANCE ABUSE POLICY

As a condition of continuous enrollment in the district, students shall abide by the terms of this policy.

Students shall not unlawfully manufacture, distribute, dispense, possess, or use illicit drugs, controlled substances, or alcoholic beverages on school district property or at any school activity. Any student violating the terms of this policy will be reported to the appropriate law enforcement officials and will be subject to the following sanctions:

- (1) **First Offense.** A first time violator shall be subject to the following sanctions:
 - (a) A punishment up to and including short term suspension;
 - (b) Suspension from all student activities for a period of one competition.
- (2) **Second Offense.** A second time violator shall be subject to the following sanctions:
 - (a) A punishment up to and including long term suspension;
 - (b) Suspension from all student activities for a period of not less than two months.
 - (c) A student placed on long-term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. **Name(s) of the acceptable programs are on file with the board clerk.** If at any time the student fails to make satisfactory progress in the program, the suspension shall be imposed.
- (3) **Third and Subsequent Offenses.** A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:
 - (a) A punishment up to and including expulsion from school for the remainder of the school year;
 - (b) Suspension from participation in and attendance at all school activities for 18 weeks.
 - (c) A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-6114, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. In the event a student agrees to enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents. Drug and alcohol counseling and rehabilitation programs are available for students of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy and available counseling and rehabilitation programs will be provided to all students and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

AVAILABLE DRUG PROGRAMS

<p align="center">Valley Hope Alcoholism Treatment Center Main Office W. Hwy 36 Norton, KS 67654 785-877-5101</p>	<p align="center">High Plains Mental Health Norton Office 211 S. Norton Norton KS 67654 785-877-5141</p>
<p align="center">High Plains Mental Health Phillipsburg Office 783 7th Street Phillipsburg, KS 67661 785-543-5284</p>	<p align="center">High Plains Mental Health Center 208 E. 7th St. Hays, KS 67601 785-628-2871 or 1-800-432-0333</p>

USD 212: SEXUAL HARASSMENT POLICY

GENERAL POLICY: USD #212 is committed to providing a positive learning and working environment for its students and employees and will not tolerate sexual harassment or sexual violence. Sexual harassment is illegal and will not be tolerated in the school district. It is a violation of Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972, and may constitute sexual abuse under Kansas's statutes. This policy applies to males and females, and includes same sex harassment. This policy is applicable to students while on school premises and while participating in off-campus school sponsored activities. Sexual harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited. It shall be a violation of this policy for an employee to sexually harass a student, for a student to sexually harass another student, or for an employee to discourage a student from filing a complaint or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

DEFINITION: Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other inappropriate oral, written, or physical conduct of a sexual nature when: (1) submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education; (2) submission to or rejection of such conduct by an individual is used as a basis for academic decisions affecting that individual; or (3) such conduct has the purpose or effect of interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic environment.

Sexual harassment is demeaning and degrading. It affects an individual's self-esteem, and can have a negative impact on performance at work or in class. It can make an individual feel angry, powerless, and fearful. Sexual harassment may include, but is not limited to: verbal or written harassment or abuse, including teasing, jokes, posters, pictures or cartoons; pressure for sexual activity; repeated brushing against another's body; suggesting or demanding sexual involvement accompanied by implied activities, sexual assault or battery as defined by current law. The fact that someone did not intend to sexually harass an individual is generally not considered a defense to a complaint of sexual harassment. In most cases, it is the effect and characteristics of the behavior that determine if the behavior constitutes sexual harassment. When acts of sexual harassment or other violations of this policy are substantiated, appropriate action will be taken against the individual. Disciplinary actions, which could be taken, include, but are not limited to: reprimand, probation, suspension, loss of eligibility to participate in extra-curricular activities, or other sanctions as determined appropriate. Individuals who harass may be held personally liable under civil suits.

REPORTING INCIDENTS: Anyone may seek advice, information, or counseling on matters related to sexual harassment without having to lodge a formal complaint. Most complaints can be resolved through informal procedures. Informal procedures are aimed at stopping the behavior rather than determining guilt. Informal complaints do not have to be in writing and are generally not investigated in depth. The intent of the informal reporting procedure is to provide a simple procedure for a person to lodge a complaint and have it quickly looked into and has the offending behavior stopped. Informal resolution of sexual harassment is strictly voluntary on the part of the complainant.

Any student may elect to file a formal complaint under the district's discrimination complaint procedure. Official disciplinary action cannot be taken without a formal hearing. Formal complaints must be put in writing and normally addressed to the building principal or compliance coordinator. Every individual has the right to bypass the normal reporting chain to report sexual harassment directly to the District School Board Office or the Office of Civil Rights.

The confidentiality of the reporting party will be observed to the utmost provided it does not interfere with the ability to investigate the alleged harassment or to take corrective action.

Retaliation against anyone reporting or thought to have reported sexual harassment behavior is prohibited. The filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect grades, future employment or assignments. Such retaliation shall be considered a serious violation of the policy and shall be independent of whether a charge or informal complaint of sexual harassment is substantiated.

Encouraging others to retaliate also violates this policy. Examples of retaliation are: ridicule, threats, name-calling, withholding of normal disseminated information, an adverse effect on eligibility status, grades, or further harassment.

All complaints of sexual harassment are taken seriously. The bringing of false charges will be treated as a serious offense.

The following steps should be followed when lodging an informal complaint:

1. Any student who believes he or she has been subjected to sexual harassment should report the problem to the principal, guidance counselor, or another certified staff member. Any student may report the harassment directly to the superintendent or a school board member.
2. The person seeking information will be counseled as to the options for action available under this policy and will be provided a copy of this policy. They will be informed about resources available, such as

- videos or books, which provide information regarding sexual harassment. They will be informed that they will have the opportunity to participate in decisions regarding the method of resolving the matter.
3. Informal resolution will be attempted. Resolution may be as simple as conducting refresher training, having a discussion with the alleged offender, or sending a memo to all students indicating concern about sexual harassment in the district. The alleged offender will not be contacted without permission of the complainant.
 4. If the problem is resolved informally, a written summary will be made and kept in a confidential file. The compliance coordinator will follow up within one month to determine whether the victim has been subjected to any further sexual harassment or retaliation.
 5. If the problem cannot be resolved informally, or is not resolved within five workdays, the complainant will be advised of formal complaint procedures. The filing of a written complaint is required for a matter to be formally investigated. Formal sexual harassment complaints will be in accordance with the district's discrimination complaint procedure.

Any questions regarding the USD #212 Sexual Harassment Policies should be addressed to the Superintendent, 512 W. Bryant, Alma, KS 67622 (phone 785-669-2445).

ANNUAL NOTIFICATION FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

(1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School principal [or appropriate school official] a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

(2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate.

Parents or eligible students may ask the School to amend a record that they believe is inaccurate. They should write the School principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it is inaccurate. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the *School District* to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Family Policy Compliance Office; U.S. Department of Education; 400 Maryland Avenue, SW; Washington, DC 20202-590

DISCLOSURE OF DIRECTORY INFORMATION UNDER FERPA

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. If you do not want your student's directory information released, please notify your local school district office of your desire to "opt out".

SPECIAL EDUCATION INFORMATION

This school district and the North Central Kansas Special Education Cooperative (NCKSEC) work together to identify every student, age birth through 21, living within the district boundaries, that has developmental delays or may be in need of special

education. If you have a child or know of a child who you think has development delays or special needs, contact the administrator in your district or Deb Reha, Director for the NCKSEC at 205 F St. Suite 235; PO Box 369; Phillipsburg, KS 67661 (785-543-2149).

Areas of special education include: birth through age two (infant-toddler), early childhood - disability, developmentally delayed, visual impairments including blindness, hearing impairments including deafness, deaf-blindness, autism, traumatic brain injury, emotional disturbance, specific learning disabilities, mental retardation, multiple disabilities, orthopedic impairments, other health impairments, speech or language impairments, and gifted.

Parents are advised that all special education services are designed to offer the utmost in educational opportunities for each qualifying student, as well as to provide assistance and support in the areas of physical, mental, emotional, and social growth. State and federal laws are followed in providing each student with a free appropriate public education in the least restrictive environment. If you have a child or know of a child who may need special education services please notify the school district or the NCKSEC.

BUILDING AND SCHOOL PROPERTY

Your parents and community are spending money to provide you with excellent buildings and equipment so you may secure a sound education. Let's do all we can to pass it on to other students in as good a condition as we found it.

Fully respect the property of our neighbors – use the walks at all times. Do not cut across school lawns or those of our patrons. Proper disposal of waste materials will help our custodians and assure us of clean looking buildings and campus. Desks, walls or other school property deliberately defaced will be repaired or replaced at the offending student's expense.

When school is not in session or a sponsored activity is not being held, students will not be allowed to use any school facility without being accompanied by a responsible adult.

Any tables, books, walls, magazines or other school property deliberately cut, marked or otherwise defaced will be repaired at the student's expense.

ENTERING AND LEAVING THE BUILDING AND SCHOOL SCHEDULE

School will begin at 8:00 AM in both Long Island & Almena and end at 4:00 PM. If students live more than 2.5 miles from the school, bus transportation can be arranged at enrollment. Buses will pick students up and drop them at their attendance center; therefore, more than one bus may stop at your residence.

Students eating breakfast may enter the building at 7:30 a.m. in Almena and Long Island. Breakfast will be served until 5 minutes before the start of school. Any student not eating breakfast may enter the buildings at 7:35 a.m. Upon your arrival at the school grounds, the rules of common decency and socially acceptable behavior should be practiced during your attendance. Any student who for any reason needs to enter the building earlier should make arrangements with the principal or with a teacher.

Students will not remain in the building after school hours unless accompanied by an approved adult supervisor.

ORGANIZATION

The Northern Valley Schools shall be organized under a PreK-5-3-4 plan offering grades PreK-4 at the Almena Elementary Center, grades 5-8 at the Long Island Middle School Center and grades 9-12 at the Northern Valley High School Center at Almena.

AGE OF ENTRANCE

Students will be admitted to three-year old Preschool who have reached the age of three years on or before Sept. 1 of the school year or four years on or before Sept. 1 of the school year for the four-year old Pre-school. The four year olds must also have an assessment done before the first day of school.

Students will be admitted to Kindergarten upon presentation of a Birth Certificate verifying that they have attained the age of five years on or before August 31 of the year of entrance.

Students will be admitted to First Grade who have reached the age of six years on or before August 31 of the school year, or who have successfully completed a Kindergarten program maintained by a public school district.

The following exceptions in age of entry requirements for students of U.S.D. #212 became effective 7/1/81 in compliance with House Bill 2186:

1. A child who was a resident of another state and who attained the age of eligibility to attend Kindergarten in such state will be allowed to attend Kindergarten, regardless of age.

2. A child who was a resident of another state and who had attained the age of eligibility to enter the first grade in that state or had completed a kindergarten course in such state (maintained by a public school district or an accredited private, denominational or parochial school), will be eligible to attend the first grade regardless of age.

It will be the responsibility of the parents or legal guardians of the student to provide documented evidence to the Superintendent of School of U.S.D. #212 that the student would be eligible for Kindergarten or First grade in the state in which the student previously resided.

HS SCHEDULING OF CLASSES

It is the responsibility of the student to keep a continual check with the principal and counselor at the time of enrollment in regard to the meeting of all requirements for graduation upon reaching the fourth year of high school.

Students will need to score at the acceptable level on the ACT and / or Accuplacer test(s) before enrolling in advanced placement classes.

All regularly enrolled high school students are required to carry six subjects each grading period classified as solid subjects. Band and vocal music are not considered as solid subjects.

Students shall be classified at the opening of the school year according to the number of unit credits successfully completed at the time of classification.

*Senior shall have successfully completed a minimum at 18 units.

*Juniors shall have successfully completed a minimum of 12 units.

*Sophomores shall have successfully completed a minimum of 6 units.

*Freshman shall have successfully completed the eighth grade.

REQUIREMENTS FOR GRADUATION FROM NORTHERN VALLEY HIGH SCHOOL

Requirements for Graduation from Northern Valley High School Starting with the class of 2020.

In order to receive a Northern Valley High School Diploma, students must now earn 25 units. Minimum requirements for graduation from Northern Valley High School will reflect standards set by the Kansas State Department of Education and by the Board of Education of Northern Valley Unified District #212 as outlined below:

1. Four (4) units of English language arts, three units will be in English. When, in the judgment of the high school principal, a pupil can profit more by taking another subject, the principal may waive up to one unit of this requirement.
2. Three (3) units of Social Studies is required which must include: United States History, World History, and one unit of United States Government including the constitution of the United States.
3. Three (3) units of Science, including one unit as a laboratory course. Earth Science and Biology plus one (1) unit of any of the following: Physics, Chemistry, Environmental Science, Anatomy and Physiology, Plant Science, Food Science, or Plant and Animal Science.
4. Three (3) units of Math. Prerequisite class Business Essentials to be completed prior to Accounting classes.
5. One (1) unit of Physical Education, which will include one-half unit of health, safety, first aid, or physiology. This requirement shall be waived: (a) upon statement by a licensed physician that a pupil is mentally or physically incapable of participating in a regular modified physical education program; or, (b) when the requirement is contrary to the religious teachings of the pupil. A written statement, signed by a legal guardian of the pupil, shall be filed with the proper authorities of the school, requesting that the pupil not be required to participate in the activities, and stating the reason for the request.
6. Two (2) units of a technology based course including Computer Applications. The second unit chosen from Emerging Technology, Web Design, Video Production or Advanced Computer Applications.
7. One (1) unit of Fine Arts
8. Two (2) units of Career Exploration, Business Essentials, Introductions to Agriculture and Introduction to Family and Consumer Science

A total of 25 units are required for graduation.

Students shall have completed the following courses:	
9th Grade English I – 1 credit Earth Science – 1 credit PE/Wellness – 1 credit - Algebra I – 1 credit Graphic Design – 1 credit Business Essentials -1 credit	10th Grade English II – 1 credit Biology – 1 credit World History – 1 credit Geometry – 1 credit Technology elective – 1 credit (can be taken during 10th, 11th or 12th grade)

Intro to Human Services – ½ credit Intro to Agriculture – ½ credit	
11th Grade American History – 1 credit English III – 1 credit Science elective – 1 credit Algebra II – 1 credit	12th Grade Government – 1 credit English IV/English Comp. – 1 credit
9th-12th Grade A minimum of 7 additional electives – (1 must be fine arts)	

Enrollment team must include student, parent or guardian, counselor, and administrator. All team members **must** be present in order for freshmen to enroll or for sophomores, juniors or seniors to make changes to their graduation plan. At enrollment guidance must be given on NVHS graduation requirements, state graduation requirements, and KBOR qualified admissions and scholarship requirements. A graduation plan should be set based on student’s plans for the future as determined by parent and student.

If a student drops out of school before completing the four-year program, even though he may have completed the required number of units for graduation, he shall not be given a diploma until his class graduates. Exceptions may be made in these regulations for students who are ill and cannot attend school on a regular schedule, for adults wishing to take enrichment or refresher courses or wanting to complete requirements for a diploma and for other special hardship cases. All exceptions must be approved by the Board of Education. In an emergency situation, either the building principal or superintendent may make such determination.

ADMISSION STANDARDS FOR STATE UNIVERSITIES IN KANSAS

Kansas Board of Regents (KBOR) Qualified Admission (QA) standards at the regents’ institutions, the standards for admission require that applicants complete the Qualified Admissions with a 2.0 GPA and by meeting one of the following requirements: (1) attain an ACT score of at least 21; or (2) attain an SAT score of at least 980; or (3) graduate in the top 1/3 of your class. The prescribed curriculum is: **English** four (4) approved units (1/2 unit may be Speech), **Math:** (Option A) 3 approved units and meet the ACT college readiness math benchmark of twenty-two (22) (Option B) four (4) approved units, one of which must be taken in the graduating year, **Social Science:** three (3) approved units, **Natural Science:** three (3) approved units, one of which must be a full unit of Chemistry or Physics, **Electives:** three (3) approved units.

KBOR Scholars Curriculum includes: **English:** four units, (2) **Math:** four (4) units - Algebra I, Algebra II, Geometry, and one unit of advanced mathematics – suggested courses include: Analytical Geometry, Trigonometry, Advanced Algebra, Probability and Statistics, Functions or Calculus. **Science:** three (3) units – Biology, Chemistry, and Physics, each of which include an average of one laboratory period a week, **Social Science:** One unit of US History; minimum of one-half unit of US Government and minimum of one-half unit selected from: World History, World Geography or International Relations; and one unit selected from: Psychology, Economics, US Government, US History, Current Social Issues, Sociology, Anthropology, and Race and Ethnic Group Relations, and **Foreign Language:** two (2) units of one foreign language. Latin and Sign Language are accepted.

Each institution shall establish a policy permitting not more than 10% of admissions as exceptions. The 10% exceptions shall only apply to bona fide residents of Kansas and the institution must submit an annual report of the number and percentages of freshmen admissions permitted as exception.

One unit is equal to two semesters.

Other provisions of the bill allow the admission of community college transfer students and students who receive a minimum score on the GED test. Students 21 years or older continue to be entitled to admission if they have graduated from an accredited Kansas High School.

ATTENDANCE

Regular attendance is a responsibility that is shared by parents, students, and school. It is the student’s workplace, and preparation for entry into the world of work begins with the habits and skills developed within the home, school, and community. Attendance is a very important part of developing an individual’s work ethic and determining success in life.

When a student is absent from class it is impossible to recreate the situation that existed during his or her absence. Make-up work cannot take the place of having been in the classroom when the discussion was being held. Therefore, it is essential that each student be in the classroom every day possible. The maximum number of days a student can miss per semester without obtaining a doctor’s excuse is ten (10). Absences beyond ten (10) days (and / or one class ten times at high school) without a doctor’s excuse will be counted as unexcused for the day or missed classes (see policy on unexcused absences).

Occasionally a student's absences become excessive to the detriment of the student's success and the proper operation of the classroom. At these times a conference will be set up with the building principal, student and parent/guardian. Students who have excessive absences (over ten, per semester, not including school activities) in any class may face additional consequences by the classroom teacher and administration.

Regular attendance is expected of all students. K.S.A. 72-3120 clearly states that parents and guardians have a legal duty to keep their child in regular attendance.

PHILOSOPHY:

Pupil absence from the regular classroom learning experience disrupts the continuity of the student's instructional progress. The benefits of regular classroom instruction include class discussion, teacher presentations, and student participation. The intent of the following policy is not to punish any student, but to hold the student accountable for his/her own absences while maintaining a standard of education and providing a means whereby the conscientious student can regain some of the classroom experience missed. (Attendance Cont.)

POLICY:

Northern Valley Schools has established the following policies to promote the concept of regular attendance.

Regular attendance is expected of all students. Parents/guardians are responsible for excusing the absence on the day of the absence or the day the student returns. A telephone call before 9:00 AM of the day the student returns is preferred but a note when the student returns will be accepted. If parents/guardians have not contacted the school by 9:00 AM on the day the student returns, the absence will be "UNEXCUSED" and the student may receive disciplinary action.

Excused and Unexcused Absences

1. "Excused Absence" means an absence which is excused by the student's parents (or legal guardian) and by the principal. Thus, "excused" means "absent with parental permission" or "absent with a doctor's excuse beyond ten (10) days in one semester" and with principal's approval. Students have the right to make-up work.
2. The following types of absences will be considered excused:
 - a. *Illness-Frequent absences due to illness may require statement from a doctor verifying the illness.*
 - b. *Doctor or dental appointments-The school office shall be notified prior to the time of the appointment.*
 - c. *Family funerals*
 - d. *School sponsored activities*
 - e. *All other reasons are unexcused.*
3. "Unexcused Absence" means an absence which occurred without the permission and knowledge of the parents (or legal guardian) or missing more than ten (10) days in a semester without a doctor's excuse or without the permission of the principal. Unexcused absences are subject to disciplinary penalties. The principal reserves the right with good cause to declare any absence unexcused.
4. If a student becomes ill or needs to leave school grounds for personal or other reasons, a phone call must be made in the office to a parent or guardian and permission given to a school official BEFORE the student leaves. If a student leaves the building without first obtaining parent/guardian permission, and permission from a school official, the absence will be unexcused.
5. If a student needs to be dismissed from school early for an appointment, etc., the parent/guardian MUST call or send a note to the school prior to the student leaving.
6. At NO time does a student leave the building without permission from the office personnel and signing out in the office. If a student leaves the building without obtaining permission and signing out in the office, the absence will be considered unexcused.
7. If a student is tardy, he/she must obtain an admit slip from the office before being permitted to enter class.
8. When a student is absent for more than 4 hours it is considered a full day. When a student is absent for less than 4 hours, but more than an hour it will be considered a ½ day absent. Absences less than an hour will be considered Leave Early
 - a. No More than one leave early per nine weeks, when calculating Perfect Attendance

MAKING UP MISSED WORK:

The student is responsible for getting all missed assignments from their teachers. If a student has an excused absence on the due date of an assignment, the student must turn in the assignment on the day she/he returns to class, provided that the assignment was made prior to the absence. A student who misses class because of a school sponsored activity may be required by the instructor to complete assignments in advance of the activity. Students should understand that it may be impossible to earn a daily participation grade if not present in a class.

Two class periods are given to complete daily work missed due to each day of excused absence. For example, you are absent on Monday, you meet in class on Tuesday; the missed assignment is due on Thursday. If you are absent on Tuesday, you meet in class on Wednesday; the missed assignment is due on Friday. For extended illness, the student will be limited to five (5) school days following their return to make-up work missed. Exceptions to this rule can be made through special arrangements with the teacher or administration. No make-up credit will be allowed for un-excused absences.

Students in in-school suspension will be given one day to turn-in missed assignments for credit. Out-of-School suspensions students ARE required to make-up work but can only receive a maximum of 50% credit for this work and it must be returned the day after they return.

TRUANCY:

The Board of Education does not condone truancy for any reason and encourages all students to attend school on a regular and systematic basis. All children between the ages of 7 and 18 years of age are required by law to attend school "continuously" as provided by KSA 72-3120, the principal is required to report truancies to the Department of Children and Families, and to the County District Attorney within one day of being truant.

HB2109 permits law enforcement officers to temporarily detain and take into custody any child not attending school without a valid excuse during hours when school is in session. The child must be delivered to school where the child is enrolled, to any location designated by the school to address truancy issues, or to the parent or other custodian. A designated school employee must notify the child's parent of the occurrence, either orally or in writing. A child is considered truant if he or she is required by law to attend school and such child is inexcusably absent either three consecutive days, five or more days in any semester, or seven or more days in any school year.

TARDIES:

Students arriving late to school must immediately report to the office, sign in, and receive an admit slip to class. If a student is detained in class, the holding teacher is obligated to give each student held a written pass for tardiness to the next class.

DEFINITION OF A TARDY:

1. Tardy-Students arriving to class within five (5) minutes after the bell. Students who arrive later than five (5) minutes into the class period and without a pass, or admit slip will be considered absent from class and may receive disciplinary action. Students who are dismissed during class and miss more than half of the class period will be considered absent.
2. Each teacher will develop his/her own class policy to deal with a student's first two tardies for the semester. Any student receiving his/her third tardy within a class during the semester shall be referred to the office for administrative disciplinary action. Tardies are not accumulative from one semester to the next semester.
3. Three (3) unexcused tardies equals one absence.

STUDENT PARTICIPATION AND ATTENDANCE AT SCHOOL ACTIVITIES

When a student is absent from school, the student shall not participate or attend a school activity that day except in emergency situations. If a co-curricular activity falls under the jurisdiction of KSHSAA the student must be in attendance for at least the last three hours of the school day to be eligible to participate in the activity that day or evening, unless other arrangements have been made by parents with the coach or sponsor involved.

Attendance at Games

A parent should accompany all children under the age of 12 to all athletic contests. Any student seen in an unauthorized area or running around the building unattended will be required to sit with their parents throughout the remainder of the contest. **If a parent is not present, the child will be sent home.**

COMPUTER USE

Students shall have no expectation of privacy when using district e-mail or computer systems. E-mail messages shall be used only for approved educational purposes. Students must use appropriate language in all messages. Students are expected to use the system following guidelines approved by teacher or the administration. Any e-mail or computer application or information in district computers or computer systems is subject to monitoring by the staff and/or administration. The school retains the right to duplicate any information created by students in a computer system or on any individual computer. Students who violate these rules or any other classroom rules relating to computer use are subject to disciplinary action up to and including suspension from school.

GRADES

One of the most important records you will have during your school years and later life will be your cumulative folders. It is permanent and will be the basis for college or for business positions. Make your record the best that you can. Ask your teacher for help. Your record starts the first time you enter the doors of Northern Valley Schools.

Report cards will be issued / mailed to parents every nine weeks following the close of the nine weeks period. Progress Reports will be sent home when students are performing below ability or failing work.

The Grading System used by Northern Valley School is based on the following percentile bands for Grades 1st-12th:

100-90% = A	69-60% = D
89-80% = B	59% and below = F
79-70% = C	

Northern Valley Junior and Senior High School will utilize a 4-point grade system.

A = 4 points, B = 3 points, C = 2 points, D = 1 point and F or I = 0 points, for Failing or Incomplete.

Grades for each class will be recorded each nine weeks. A semester grade for each class will also be recorded at the end of each semester. Letter grades will be recorded on the official transcript. Letter grades and percentages will be duly recorded on all grade reports distributed to students, parents and/or guardians. All assignments are to be turned in the day they are due, grading of late assignments will be determined by individual classroom teachers.

Seniors that have met the graduation requirements set forth by the State Board of Education and the USD 212 Board of Education ... And have a cumulative GPA of 3.75 or higher, will be allowed the honor of wearing a gold cord at graduation.

HONOR ROLL

Honor roll will be announced every nine weeks following the distribution of report cards. For 6th-8th student's, grades are averaged for Math, Language Arts, Computers, Science and Social Studies. For 9th-12th student's, grades are averaged on all classes except band, vocal, Drivers Ed., and Physical Education, except for freshman physical education and health, which are required. The honor roll grade point average is for the nine weeks, and is not the cumulative average.

Honor Rolls	
Highest	4.00
Honors I	3.50 – 3.99
Honors II	3.00 – 3.49

SELECTION OF VALEDICTORIAN AND SALUTATORIAN

A Valedictorian and Salutatorian will be selected from the Senior Class each year. A grade scale of A=4 points, B= 3 points, C=2 points, D=1 point, and F= 0 points will be used for these averages. Grades for Chorus, Band, and Physical Education will not be used for these averages, except for Freshmen Physical Education and Wellness, which is required. All other grades for the four years of high school will be averaged. The student with the highest cumulative grade point average will be declared the Valedictorian. If the averages of any two students being considered for Valedictorian or Salutatorian should result in a difference of less than .01 of a point, then co-awards shall be made for Valedictorian or Salutatorian.

CREDIT OF GRADE PLACEMENT FROM NON-ACCREDITED SCHOOLS

Students entering the Northern Valley Schools system from non-accredited schools will be required to establish, through objective means, their grade placement in the elementary levels (K-8). Students in the elementary level will be placed in accordance with skill, competence, physical size, age, and social maturity. Competence shall be determined in conformity with established objectives as set forth in the Unified School District #212 curriculum guides for the various grade levels. Students shall be placed at a level consistent with mastery of established objectives.

High school credit will be granted only on the basis of objective testing for each unit or per-unit course. Objective testing may consist of standardized test(s) and/or teacher-made test(s), which will be administered by USD #212. Such objective testing will be consistent with established objectives as set forth in Unified School District #212 curriculum guides. No credit will be given for any course, which is normally a laboratory course involving practical application of the skills or data learned in the course unless there is clear documentation that the student having satisfactorily participated in such laboratory experiences consistent with and equivalent to the Unified School District #212 course requirements. The teacher (s), in consultation with the school administration, will evaluate the student's performance on any objective testing, which is administered, and determine if the level of achievement is consistent with expected achievement level of students having taken such courses. Placement may also take into consideration age, physical size, and social maturity of the student.

As a practical application, the student must attain a passing grade, determined by the subject area teacher(s), before credit will be considered. The level of expectations shall be made known to the student prior to the test. The teacher (s) and administrator may determine that there are extenuating circumstances which justify an alternative achievement level, such as demonstrated accomplishments related to course objectives which justify an alternative achievement level, such as demonstrated accomplishments related to course objectives which might be allocated a differential weight for determining competence.

For the purpose of this policy, laboratory courses shall include, but not be limited to, the following:

- | | |
|--|--------------------------|
| 1. Vocational Agriculture | 8. Journalism & Yearbook |
| 2. Family & Consumer Science | 9. Computer Sciences |
| 3. General Shop (All Levels) | 10. Physical Education |
| 4. Art (All Levels) | 11. Vocal Music |
| 5. Lab Science (Biology, Physics, Chemistry, etc.) | 12. Driver Education |
| 6. Band | |
| 7. Business Education (Keyboarding, Office Practice, Accounting, etc.) | |

In order to be eligible for consideration of any waiver of graduation requirement, a student must:

1. Have received their most recent ten (10) credits from an accredited high school
2. Have attended Northern Valley High School for two years prior to the date of graduation.

Initial grade placement or credit may be on a probationary basis subject to final evaluation for determination of final grade placement or credit. Such probation shall not exceed nine (9) weeks.

Nothing in this policy is intended to pre-judge the education of the student as acquired in any non-accredited school, but only to assure adherence to standards of Unified School District #212.

CHANGE IN ENROLLMENT

Changes may be made in student enrollment during the first three days of the semester. Written permission from the parents must be received before the office will change a student's class schedule.

FEES (BOOKS, LUNCH, BREAKFAST & OTHER)

BOOK RENTAL

Grades K-8.....	\$30.00
Grades 9-12.....	\$35.00

This covers workbook and textbook usage.

OTHER FEES

Vocational Agriculture.....	\$15.00
FACS	\$15.00
Band – all students	\$5.00
(5 th & 6 th grade band students also purchase band books)	
Band Horn Rental	\$30.00
Percussion Rental.....	\$15.00

LUNCHES

Grades K-4.....	\$2.70
Grades 5-8.....	\$2.80
Grades 9-12.....	\$2.90
Adults.....	\$3.85
Reduced	\$.40

BREAKFAST

Grades K-4.....	\$1.90
Grades 5-12.....	\$2.00
Adults.....	\$2.40
Reduced	\$.30

Parents are to pay in advance for lunches and/or breakfast. A monthly bill will be sent home indicating the responsibility of the payment due. If payment is not made for two consecutive months, a letter will be sent to the parent / guardian reminding them of their obligation and the possible consequences of being turned over to a collection agency. If payment of the negative balance is not received within 15 days of the third written notice, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. The debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP.

Payments for school meals may be made at the school or district office. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy.

School lunch tickets will not be used. No cash will be accepted in the lunchroom. One carton of milk is paid for in the cost of the lunch. **If extra milk is purchased for mealtime, the cost is \$0.32 per carton and does not qualify for the free / reduced program.**

Free and reduced lunch applications are available in the principal's office. **Applications should be completed and returned to the principal's office or the district office upon enrollment.**

K-4th grade may purchase extra milk if they wish in the afternoon. **Extra milk is \$0.32 per carton, but does not qualify for the free reduced program.**

OFFER VERSUS SERVE PROGRAM

U.S.D. #212 participates in the offer versus serve program. Offer versus serve is a federal regulation designed to reduce food waste in the lunch program by allowing students to choose only those foods that they intend to eat. This program is mandatory at the senior high level and is optional, by district choice, at all other levels.

In order to meet federal requirements, students must take full portions of three of the five menu components. The menu components are (1) meat or meat alternate, (2) vegetable, (3) fruit, (4) bread or bread alternate, and (5) milk.

We encourage students to take all the meal components. However, since food can only be nutritious if it is eaten, your child needs to know that components may be refused if they are not going to be eaten. Remember that all students must take at least three different meal components.

Lunches must be priced as a unit. This means paying students will pay the full lunch price and students eligible for reduced price will pay the current reduced price charge whether they take the minimum number of food items or all five food items offered.

If a child has an allergy to certain foods, a doctor's order must be submitted at the beginning of each school year.

School lunch tickets will not be used. No cash will be accepted in the lunchroom. One carton of milk is paid for in the cost of the lunch. **If extra milk is purchased for mealtime the cost is \$.32 per carton.** Extra milk must also be purchased for 20-day periods.

Free and reduced lunch applications are available in the principal's office. **Applications should be completed and returned to the principal's office or the district office upon enrollment.**

CLOSED NOON HOUR

Northern Valley USD 212 school lunch policy is a closed noon hour, which means no one may leave school to eat lunch. Everyone eating a lunch, either school lunch or sack lunch is required to eat in the lunchroom.

If the office is notified by parent/guardian by 9:00AM (for lunch count purposes), a student may leave the school campus by signing out in the office. Food or drinks obtained during lunch must stay outside the school building and are to be disposed of properly **prior** to entering the building. Students are required to be present at their next regularly schedule class period. Tardy/Absent policies will apply for any violations.

LOST AND DAMAGED BOOKS

Students will be expected to return books checked out in their care at the end of the school term. Abusive care given to school owned books would result in students being assessed repair or replacement costs for the book. Normal wear and tear is not considered abusive care. Assessment for lost or damage books is the responsibility of the building principal.

CERTIFICATE OF IMMUNIZATION

Any pupil entering school for the first time in the state, prior to admission, shall be required to present to the appropriate school authorities certification from a licensed physician that such pupil has received or is in the process of receiving immunization against poliomyelitis, diphtheria, measles, rubella, mumps, pertussis, and tetanus, by such means of immunizations are approved by the Secretary of Health and Environment, or in the way of an alternative to such requirements shall present:

- A. Certification from a licensed physician stating the physical condition of the child to be such that the test and immunization would seriously endanger the life or health of such child, or

- B. A written statement signed by one parent or guardian that the child is an adherent of a religious denomination whose religious teachings are opposed to such test and immunization, or
- C. A written statement signed by one parent or guardian requesting that the local health department give the test and immunization because the parents or guardians lack the means to pay for such test and immunization.
- D. In accordance with the statute, the Secretary of Health and Environment has designated the following diseases for which immunizations are required of all new school enterer's: measles, mumps, rubella, polio, diphtheria, pertussis, and tetanus. Tuberculin skin testing is no longer required for school entry.
- E. The revised state requirement requires that parents of children who are not completely immunized upon school entrance shall sign a statement that the entire series of immunizations shall be completed within ninety (90) days of school entrance. Should you have any questions in this regard, please contact the building principal.

VISUAL COMPETENCY

Each year students will be tested at school to determine visual competency. This test is an indicator and may tell whether the child needs glasses. A report is sent home to the parents. The report may recommend that the child have a complete eye examination if the test given at school indicates a deficiency.

ACCIDENTS AND SICKNESS

Parents will be contacted, or in case of emergency, the child will be taken to the clinic or doctor designated by the parent, in case of accidents or sickness.

COMMUNICABLE DISEASES – STUDENTS

Any student noted by a physician or the school nurse as having a communicable disease may be required to give maximum health protection to other students. The student will be readmitted to regular classes upon termination of the illness, as authorized by the student's physician or as authorized by a health assessment team.

The board reserves the right to require a written statement from the student's physician indicating that the student is free from all symptoms of the disease.

In the event that a student is absent from regular classes for more than three consecutive days or the principal has been notified that a student has a communicable disease, the principal shall determine whether a release shall be obtained from the student's physician before the student reenters school.

Decisions regarding the type of education and the setting for provision of educational services for a student with a severe communicable disease of long duration shall be based on the behavior, neurological development, and physical condition of the student and the expected type of interaction with others in that setting. These decisions are best made using the team approach including the student's physician, public health personnel, the student's parent or guardian, legal counsel, and personnel associated with the proposed care of educational setting.

In each case involving a student with a severe communicable disease, the board shall reserve the right to make a final decision regarding the placement of the student after taking into account the recommendation of the health assessment team, the risks and benefits to both the infected student and to the others in the proposed educational setting.

District personnel, without the student's parent' or guardian' permission or in order to comply with state or federal statutes, shall release no information regarding students with communicable diseases.

Communicable disease as defined in this policy shall refer to any infectious or contagious disease as determined by the State Department of Health and Environment or the United States Center for Disease Control.

SUPERVISION OF MEDICATIONS

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drug and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized.

In certain circumstances, when medication is necessary in order that the student remain in school, the school may cooperate with the parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication, or the parent if it is a non-prescription medication, must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parent(s) must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability.

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parent(s).

The medication shall be examined by the school employee administering the medication to determine that it appears to be in the original container, properly handled, and to be properly authorized by the written order of a licensed medical person. Two containers,

one for home and one for the school should be requested from the pharmacist. Only oral medications should be administered, except in emergency situations.

Any changes in types of drugs or dosage and/or time of administration should be accompanied by new physician and parent permission signatures with a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medications requiring refrigeration.

Medications should be inventoried every semester. Out of date stock should be returned to parent or destroyed.

Medication such as cough drops, liquid tears, antibiotic cream, or anti-itch cream may be administered as needed by the school nurse or delegated personnel. Acetaminophen and ibuprofen will be kept in the office locked medication cabinet and will only be administered when written or phone permission is obtained from a parent or guardian. Documentation of time, date and amount will be done on the treatment log.

The building administrator may choose to discontinue the administration of medication provided that the parent(s) or medical person are notified in advance of the date of the reasons for discontinuance.

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering, and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

Student Self-Administration of Medications

The self-administration of medication is allowed for eligible students in grades K-12. As used in this policy, medication means a medicine for the treatment of anaphylaxis or asthma including, but not limited to, any medicine defined in current federal regulation as an inhaled bronchodilator or auto-injectable epinephrine. Self-administration is the student's discretionary use of an approved medication for which the student has a prescription or written direction from a health care provider.

As used in this policy, health care provider means a physician licensed to practice medicine and/or surgery, an advanced registered nurse practitioner, or a licensed physician assistant who has authority to prescribe drugs under the supervision of a responsible physician.

Student Eligibility

An eligible student shall meet all the following requirements:

1. A written statement from the student's health care provider stating the name and purpose of the medication(s).
2. The prescribed dosage.
3. The time the medication is to be regularly administered.
4. Any additional special circumstances under which the medication is to be administered.
5. The length of time for which the medication is prescribed.
6. The student shall also demonstrate to the health care provider or the provider's designee and the school nurse or the nurse's designee the skill level necessary to use the medication and any device that is necessary to administer the medication as prescribed. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

Authorization Required

The health care provider shall prepare a written treatment plan for managing the student's asthma or anaphylaxis episodes and for medication use by the student during school hours. The student's parent or guardian shall **annually** complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student's health care provider. Permission forms shall be updated during the enrollment or as needed.

Employee Immunity

All teachers responsible for the student's supervision shall be notified that permission to carry medication and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees and agents are not liable for damage, injury or death resulting directly or indirectly from the self-administration of medication.

Waiver of Liability

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees and agents incur no liability for damage, injury or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify and hold the schools and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

The parent or guardian of the student shall sign a statement acknowledging that the school incurs no liability for any injury resulting from the self-administration of medication and agreeing to indemnify and hold the school and its employees and agents harmless against any claims relating to the self-administration.

Additional Requirements

1. The school district shall require that any backup medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency.
2. The school district shall require that all necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency.
3. Eligible students shall be allowed to possess and use approved medication at any place where the student is subject to the jurisdiction or supervision of the school district and its officers, employees or agents.
4. The board may adopt policy or handbook language which imposes additional requirements relating to the self-administration of medication allowed for in this policy. The board may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

ANIMALS AND PLANTS IN THE SCHOOL

Any person bringing animals and toxic plants into the school must receive prior permission from the supervising teacher and the building principal. All animals must have an up-to-date (less than 1 year old) health certificate before any animal is permitted on school grounds.

WEAPONS

Possession, use, or transfer of any illegal weapon by students inside the school building, on school property, or at school sponsored activities, inside the district or out of town, is expressly prohibited. This policy shall include any weapon, any item used as a weapon or destructive device, or any facsimile of a weapon. This policy is in effect before school, during the regular school day, after school or at any school sponsored activity.

Illegal weapons would include firearms, replica firearms, starter guns, air propulsion rifles or pistols, BB guns or any other type of destructive device or apparatus that could be used to propel projectiles that could cause injury to others. This policy would also include switchblade knives, gravity operated knives, knives with blades in excess of 1.5 inches, knives containing pocket or belt clips, martial arts weapons including "butterfly knives", clubs or other bludgeoning instruments, metal or brass knuckles, stun guns, bombs, explosives, grenades, rockets, missiles, or other destructive devices including incendiary devices or poisonous gases. Violation of this policy will result in immediate and appropriate disciplinary action and referral to the appropriate legal authorities.

Possession of a firearm or other illegal weapon shall result in expulsion from school for a period of one year except that the superintendent may recommend that this expulsion requirement be modified on a case-by-case basis (Probation). Students violating this policy shall be suspended and/or expelled and referred to the appropriate law enforcement agency (agencies).

As used in this policy, the term "firearm" means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device.

As used in this policy, the term "destructive device" means any explosive, incendiary, or poison gas; bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other device similar to any of these devices.

Any student who brings a weapon to school will be referred to the criminal justice or juvenile delinquency system.

BULLETINS FROM SCHOOL

From time to time during the year, it becomes necessary for the teacher or administrator to send bulletins to the parents explaining some phase of the school program. These bulletins are important and an effort will be made to keep them at a minimum. Parents are urged to read all notes sent home so misunderstandings of the school program may be kept to a minimum. It is hoped that this handbook will suffice for many announcements that might otherwise have required a special bulletin.

FIRE DRILLS

When the fire alarm sounds, the building should be evacuated immediately. Do not take books or any other supplies with you on a fire drill. Each class should form one single line. NO running, talking, or crowding in line. Students should quietly return to class upon signal.

TORNADO DRILLS

The intermittent ringing of the classroom bells will signal tornado drills. You are to form a single line and proceed quickly and quietly to the basement hallway. It is important that you be quiet, so that you may hear any instructions that may be given.

You may return quietly to the classroom only when the Superintendent, the Principal has released the entire student body, or in their absence, a designated teacher.

FIRE AND TORNADO EVACUATION FOR HANDICAPPED STUDENTS

The primary person responsible for helping handicapped students evacuate the building is the teacher that has the student in class. The secondary person responsible to help the student is the janitor of the building involved.

PARTIES

It shall be the policy of the school that parties, dances and other social events shall be held on school premises and using school facilities. All school parties are for students of the school only. Board Policy states that there is no more than one dance per month during the school year.

The school will allow party invitations to be handed out at school only if the following conditions are met. If the party is for either a boy or a girl, then all girls or all boys of the class shall be invited. If both boys and girls are being invited, then all members of the class shall be invited. Student birthday parties will be allowed with the classroom teacher approval. K-4th grade students will not be allowed to exchange gifts at school.

High School students in our school may bring outside dates to some school dances if their sponsor obtains permission from the Board of Education. High School students will need to sign up their intended date and get approval from the office. The office will notify you of the dances at which outside dates may be brought.

HAZING/BULLYING

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff, or third parties is strictly prohibited and shall not be tolerated in the district. Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board. Individual may also be referred to law enforcement officials.

Bullying is defined as any non-instigated, unprovoked, and intentional gesture; written, verbal, or electronic communication; physical act; or threat that a reasonable person would find severe or pervasive that it creates an intimidating, threatening, or abusive educational environment for a student or staff member.

SCHOOL BUS PASSENGER CONDUCT

Buses are furnished at a great expense to USD 212. Because of this, it is our belief that the students, drivers and sponsors should work together to maintain the buses for the benefit of all.

All students, drivers, sponsors and patrons who ride the Northern Valley District buses whether on regular routes or on activity trips will adhere to the following regulations.

1. The bus driver shall be in charge of all passengers while they are riding, loading on or unloading from the bus.
2. The bus driver shall have the authority to assign a seat to each passenger.
3. Students shall not stand in the traveled portion of a roadway while waiting for a bus.

4. Students shall not extend any part of their body out of bus windows.
5. Students shall not get on or off the bus or move about while the bus is in motion
6. Smoking inside a bus shall be prohibited. All tobacco products will be prohibited.
7. Intoxicating liquor or alcohol, or illegal drugs shall not be consumed or carried on the bus.
8. Animals shall not be transported in a bus.
9. No weapons of any type, except side arms carried by a law enforcement officer shall be transported on a bus. (Authorized by K.S.A. 1977 Supp. 8-2009; effective E-78-22, Aug. 10, 1977; effective May 1, 1978.)
10. No sunflower seeds on the bus.
11. Bottles or cans of pop on the bus by permission only.
12. Keep noise at a normal conversation level.
13. No iPods or MP3 players will be played on the bus, unless individual earphones are utilized. No exceptions will be made. One warning will be given, and then the device will be taken from the offender by the sponsor or driver and given to the principal.
14. Cell phones may be used with the permission from the bus monitor, coach/sponsor, or bus driver. No FLASH pictures using your cell phone or camera is permitted at any time.
15. All passengers should unload from the front of the bus.
16. Students will pick up trash and belongings before leaving the bus. The sponsor and/or driver will determine how this is to be done. If the buses are found to be in an unacceptable condition, the building administrator will make cleaning assignments, as he/she deems necessary.
17. PUPILS MUST BE ON TIME; THE BUS CANNOT WAIT FOR THOSE WHO ARE TARDY. Pupils must walk on the far-left side of the road facing traffic when going to the bus stop.
18. Unnecessary conversation with the driver is prohibited. Do not talk loud or distract the driver's attention. Remember that your safety is in his hands.
19. Pupils must not throw waste paper or other rubbish on the floor of the bus. Help keep your bus clean and sanitary at all times.
20. When leaving the bus, pupils must observe directions of the driver. IF YOU CROSS THE ROAD, DO SO IN FRONT OF THE BUS AFTER MAKING SURE THE ROADWAY IS CLEAR.
21. Any damage to the bus is to be reported to the driver at once.
22. All students must ride the activity bus to and from the activity, unless the parents come to the sponsor or administrator at the activity and sign out their child to go home. Notes will not be accepted.
23. Sponsor should make last check of bus for articles left on the bus.
24. In an emergency when students cannot ride an activity bus, failure to notify the sponsor may prevent them from riding in the future.
25. TO FACILITATE THE ENFORCMENT OF THE ABOVE RULES, THE SPONSORS WILL RIDE AT OR NEAR THE BACK OF THE BUS.
26. STUDENTS RIDING A BUS DURING A STORMY SEASON ARE ADVISED TO LISTEN TO THEIR HOME RADIO OR TV STATION FOR STORM WARNINGS AND NOTICE OF SCHOOL CLOSINGS AND NOT ATTEMPT TO REACH SCHOOL WHEN SO FOREWARNED. (AS TO UNSAFE CONDITIONS SUCH AS HEAVY SNOW OR FLOODS.)
27. As July 1, 1989, The Child Passenger Safety Act requires that every driver who transports a child or children under the age of 14 years to provide for the protection of the child or children by using the proper safety restraining system. The proper restraining system of children between the ages of 4 to 14 is a safety belt and applies to both front and rear seats of a vehicle. For preschool under the age of 4, the requirement remains the same as in the old law. This law applies to anyone riding in vans, automobiles, pickup trucks, suburban's, etc.

PENALTY: For violating these rules, pupils will be reported to the school principal who can deny pupils the privilege of riding the bus.

TRAFFIC RULES AND REGULATIONS

All students who drive cars to school will park in areas designated for student parking. They will also park in a manner which will not block other cars or park on the grass.

If it is necessary for you to go to your car during school hours, permission must be secured from the OFFICE. Students are not to be in or about their cars during school hours. Students who drive are asked to use extreme caution when driving in front of the elementary school. Students failing to follow posted speed limits or are driving in a careless manner will receive a warning from the administration. On the second offense the student will be reported to the authorities. On the third offense, the student will be reported to the authorities and 5 points will be given.

STUDENT CONDUCT (Kindergarten – 5th Grade)

1. A student shall be corrected when necessary to improve the student's behavior, to maintain essential order, or to protect other students, school employees, or property.
2. Students shall be treated fairly and equitably. Discipline shall be based on a careful assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense
 - b. The student's age
 - c. The frequency of misconduct
 - d. The student's attitude
 - e. The potential effect of the misconduct on the school environment
3. Guidelines for discipline apply to all school sponsored activities as well as the school day. Students, when in attendance at any athletic event, contest, dance, school programs, or other activity sponsored by the school, will be required to obey all rules and regulations which govern the regular school day.
4. Students who cause major code infractions will receive out of school suspensions. The suspension from school can be from one to ten days depending upon the code infraction. When a student is suspended they cannot take part in any school function or activity. This also means that they cannot be on school grounds during the duration of the suspension. Students' parents will be notified by phone and also by mail if a suspension is assigned. A parent conference is required before the student will be admitted back to school after serving the assigned suspension.
5. A student may be suspended or expelled, for reasons set forth in Kansas law, by the following certified personnel: superintendent or principal. Any student who is suspended or expelled shall receive a copy of the current suspension and expulsion law and this policy. Expulsion hearings shall be conducted by the superintendent or other certified employee or committee of certified employees of the school in which the pupil is enrolled or a hearing officer appointed by the board, or another person appointed by the board.
6. Electronic Devices and Cell Phones have no place in the classroom during school hours. They are to be silenced during the school day. Exceptions will be determined by the classroom teacher. 1st Offense – Staff member turns cell phone into office and student may pick up after serving 30 minute detention. 2nd Offense – Staff member turns cell phone into office and student may pick up after serving 60 minute detention & parent/guardian is notified. 3rd Offense – Staff member turns cell phone into office and will result in 1 Day of In School Suspension & parent/guardian in notified. Further Violations will result in doubling of ISS days and parent/guardian notification.

Level I Acts of Misconduct

May Include, but not limited to

- Noncompliant Behavior
- Violation of Classroom Rules
- Misbehavior
- Act that disrupts the classroom
- Disrespectful Behavior
- Failure to be Honest

Possible Discipline Options/Responses

May Include, but not limited to

- Verbal Correction
- In class disciplinary action
- Teacher-student conference
- Parent contact: note/email/phone call

Level II Acts of Misconduct

May Include, but not limited to

- Repeated infractions
- Cheating or Plagiarism
- Inappropriate Language: Verbal or Written
- Unapproved use of electronic devices
- Bus Conduct Notice
- Fighting
- Destruction of Property
- Stealing
- Conduct that impinges on the safety of others
- Skipping Class
- Computer Violation

Possible Discipline Options/Responses

May Include, but not limited to

- Detention
- Principal-student conference
- Parent Contact: note/email/phone call
- Office Referral
- Missed Recess

Level III Acts of Misconduct

May Include, but not limited to

- Repeated infractions
- Terrorist Threats

Possible Discipline Options/Responses

May Include, but not limited to

- Principal-Parent conference
- Involvement of Support Services

- Bullying
- Possession of Illegal Weapon
- Exclusion from extracurricular activities or trips
- Implementation of a Behavior Plan

Level IV Acts of Misconduct
May Include, but not limited to

- Repeated infractions
- Use of tobacco products on school property
- Use of alcoholic beverages on school property
- Use of illegal drugs on school property

Possible Discipline Options/Responses
May Include, but not limited to

- In School Suspension
- Out of School Suspension

*All disciplinary guidelines are subject to administrative discretion.

STUDENT CONDUCT (6th-12th Grade)

1. Repeated instances of almost any offense will result in suspension or expulsion. Also, if multiple violations are contained on a disciplinary referral, the totality of the offenses will be considered when implementing disciplinary action.
2. Terrorist threats which would include bomb threats, false fire alarms, death threats, or threats to inflict bodily harm will result in suspension or expulsion.
3. The consumption, possession, use, transfer, or to be under the influence of any narcotic, controlled substance, or illegal drug anywhere on school property or at any school sponsored activity, whether within the school district or out of town, is expressly prohibited and will result in suspension or expulsion and referral to the appropriate legal authorities.
4. Possession, use, or transfer of any weapon by students inside the school building, on school property, or at school sponsored activities, inside the district or out of town, is expressly prohibited. Illegal weapons would include firearms, replica firearms, starter guns, air propulsion rifles or pistols, BB guns or any other type of apparatus that could be used to propel projectiles that could cause injury to others. This policy would also include pocket knives, switchblade knives, gravity operated knives, knives with blades in excess of 1.5 inches, knives containing pocket or belt clips, martial arts weapons including "butterfly knives", clubs or other bludgeoning instruments, metal or brass knuckles, stun guns, bombs, explosives, grenades, rockets, missiles, or other destructive devices including incendiary devices or poisonous gases. Violation of this policy will result in immediate and appropriate disciplinary action and referral to the appropriate legal authorities. This policy is in effect before school, during the regular school day, after school or at any school sponsored activity. Possession of a firearm shall result in expulsion from school for a period of one year. Students violating this policy shall be suspended and/or expelled and referred to the appropriate law enforcement agency (agencies).
5. The mischievous or malicious setting of fires or other acts of arson inside of any school building or on any school property will result in suspension or expulsion and referral to the appropriate legal authorities.
6. Conduct which endangers the safety or substantially impinges on or invades the rights of others- will result in suspension or expulsion and referral to the appropriate legal authorities.
7. Theft-misdemeanor or felony-will result in suspension or expulsion and referral to the appropriate legal authorities.
8. Vandalism- misdemeanor or felony-will result in suspension or expulsion and referral to the appropriate legal authorities.
9. Inappropriate behavior towards any administrator, instructor, staff member, or school guest will result in suspension or expulsion. Repeated instances of open defiance or refusal to obey any reasonable request, inappropriate remarks or comments and acts of disrespect will result in suspension or expulsion. Repeated disrespect in a class may require a parent, student, teacher, and administrator conference which would require a behavior contract before the student can re-enter the class.
10. Instances of harassment, intimidation, threats, and extortion could result in suspension or expulsion.
11. Any involvement in gang or gang related activities such as wearing of gang apparel, exhibition of gang signs or symbolism, graffiti, (including cult or satanic symbolism) at school property will result in suspension or expulsion.
12. Students will not be allowed to make any inappropriate remarks or exhibit any behavior that demeans, ridicules, or "puts down" any race, religion, creed, sex, national origin, or handicapping condition. Any student or group of students who possess, attempt to distribute, or distribute any unauthorized material at school or on school property which is racially derogatory, divisive, inflammatory, supremacist oriented, or who vandalize or deface school property with racially derogatory, inflammatory, or divisive graffiti, slogans, or symbols will be suspended or expelled.
13. Sexual harassment is defined as a practice which undermines the learning process of a school by creating an environment which is upsetting, threatening, or degrading to the student being harassed. Examples of sexual harassment would be, but are not limited to the following, uninvited or unwelcome notes, letters, telephone calls, or other materials of a sexual nature. It could also involve uninvited and deliberate touching, groping, leaning on or over, or cornering, uninvited sexually suggestive looks, gestures, pressure for sexual favors, persistent pressure for

dates and other intimate situations. Sexual harassment could also involve sexual teasing, making of suggestive remarks, asking improper questions or telling jokes that are off color explicitly related to sex. Sexual harassment could also include attempted or actual rape or sexual assault or the visual display of materials that may be perceived as offensive to either male or female, i.e., posters, calendars, photographs, graffiti or signs. Violations of this regulation will result in suspension or expulsion.

14. Boy and girl relationships are a normal part of growing and maturing. In the school, however, there is to be no public display of affection. Parents/guardians will be contacted for those who cannot refrain from improper displays. Repeated violations of this regulation will result in detention and/or suspension.
15. When a substitute teacher has taken the place of a regularly assigned teacher, the expectation is, students will be on their “best” behavior. Any student referred to the office for disciplinary reasons can expect consequences resulting in detention(s) and/or suspension.
16. Electronic Devices and Cell Phones are to be silenced during the school day and not to be used during class time. Exceptions will be determined by the classroom teacher. 1st Offense – Staff member turns cell phone into office and student may pick up after serving 30 minute detention. 2nd Offense – Staff member turns cell phone into office and student may pick up after serving 60 minute detention & parent/guardian is notified. 3rd Offense – Staff member turns cell phone into office and will result in 1 Day of In School Suspension & parent/guardian in notified. Further Violations will result in doubling of ISS days and parent/guardian notification.
17. Cell phones, cameras, and/or video recorders are NOT permitted to be used in ANY LOCKER ROOM AT ANY TIME including before and after school or any school sponsored events.
18. **NO BULLYING:** bullying is defined as any non-instigated, unprovoked, and intentional gesture; written, verbal, or electronic communication; physical act; or threat that a reasonable person would find severe or pervasive that it creates an intimidating, threatening, or abusive educational environment for a student or staff member.
19. Food or drinks obtained during lunch must stay outside the school building and are to be disposed of properly prior to entering the building.

*All disciplinary guidelines are subject to administrative discretion.

The below guidelines for discipline apply to all school sponsored activities as well as the school day. School activities are an extension of the school day. Students, when in attendance at any athletic event, contest, dance, school programs, or other activity sponsored by the school, will be required to obey all rules and regulations which govern the regular school day. Students assigned to OSS will not be allowed to participate in school activities. Whenever discipline is assigned, parents/guardians are notified through the mail or by phone.

Consequences for Conduct Violation:

A point system, which outlines the consequences of individual and accumulative behavior, appears below. The following are the descriptions of the offenses, the points assigned to each party, and the penalties.

Offense	Points	Penalty
Weapons Violation	13	Long Term Suspension/Expulsion
Arson	13	Long Term Suspension/Expulsion
Terroristic Threat	13	Long Term Suspension/Expulsion
Conduct which impinges on the safety of others	13	Long Term Suspension/Expulsion
Alcohol or Drugs	5	1-10 Day Suspension
Fighting/Use of Physical Force	2-5	1-10 Day Suspension
Tobacco	5	1-10 Day Suspension
Theft	2-5	1-10 Day Suspension
Disrespect & Insubordination	2-5	Detention/Suspension
Destruction of Property	2-5	Detention/Suspension
Bullying or Harassment	2-5	Detention/Suspension
Cheating or Plagiarism	1-5	Detention/Suspension & Zero on Assignment
Disruptive Behavior	1-2	Detention 1 to 6 Hours
Skipping Class or School	1-2	Detention 1 to 6 Hours
Inappropriate Language	1-2	Detention 1 to 6 Hours
Skipping After School	0-2	Detention 1 to 6 Hours
Bus Referral	0-1	3 Points = loss of bus privilege
PDA	0-1	And/or 1 to 4 Hours of Detention
Repeatedly Unprepared for Class	0-1	And/or 1 to 4 Hours of Detention
Food/Drink Violation	0-1	And/or 1 to 4 Hours of Detention
Every 3 rd Tardy	0-1	And/or 1 to 4 Hours of Detention

Computer Network	0-1	And/or 1 to 4 Hours of Detention
Lying	0-1	And/or 1 to 4 Hours of Detention
Miscellaneous Violation	0-1	And/or 1 to 4 Hours of Detention
Unexcused Absences All Day (1 st Offense)	0	2 Hours Detention
Unexcused Absences All Day (2 nd Offense)	1	4 to 6 Hours Detention
Unexcused Absences All Day (3 rd Offense)	2	2 Days ISS
Unexcused Absences All Day (4 th Offense)	3	5 Days ISS
Unexcused Absences From Class or Activity (1 st Offense)	0	Time Missed During Detention
Unexcused Absences From Class or Activity (2 nd Offense)	1	Double Time Missed During Detention
Unexcused Absences From Class or Activity (3 rd Offense)	2	1 Days ISS
Unexcused Absences From Class or Activity (4 th Offense)	3	3 Days ISS

Any other violation that interferes with the delivery of a safe and quality education will be dealt with in a manner fitting the offense as determined by the school administration. A severe offense can result in the student failing the class and his/her removal from the class until the next semester it is offered.

If a student accumulates 6 points he/she will be given in-school suspension for 2 days. If a student accumulates 10 points, he/she will be given in-school suspension for 5 days. If a student accumulates 13+ points, he/she will be suspended (ISS or OSS) for 10 days and may be recommended for a long term suspension or expulsion (determination will be made based on the severity of the offense[s]).

Parents or guardians will be notified by mail and/or phone when their child reaches 3 points and 6 points. Parents or guardians will be notified by mail when their child reaches 9 points and a conference will be scheduled.

A copy will be signed by student and kept on file with the principal.

GUIDELINES FOR DETENTION ASSIGNED BY THE ADMINISTRATION

Administrative assigned detention will convene promptly by 3:30 PM in Long Island, 3:45 PM in Almena and will last up to 120 minutes. Students will be given the choice of attending detention the day they were seen by the administrator or the following day. Students may be assigned classroom work to be completed and returned to the instructor. Credit will be given and all assignments must be completed. Other obligations, including work, will not be cause for dismissal from detention. Exceptions to this policy will be handled on a limited and individual basis. Parents requesting that a detention be postponed must make the request to a building administrator prior to the date the detention is to be served. Failure to serve detention will result in further sanctions.

SUSPENSION

Students who cause major code infractions will receive out of school suspensions. The suspension from school can be from one to ten days depending upon the code infraction. When a student is suspended they cannot take part in any school function or activity. This also means that they cannot be on school grounds during the duration of the suspension. Students' parents will be notified by phone and also by mail if a suspension is assigned. A parent conference is required before the student will be admitted back to school after serving the assigned suspension.

EXPULSION

A student may be suspended or expelled, for reasons set forth in Kansas law, by the following certified personnel: superintendent or principal. Any student who is suspended or expelled shall receive a copy of the current suspension and expulsion law and this policy. Expulsion hearings shall be conducted by the superintendent or other certified employee or committee of certified employees of the school in which the pupil is enrolled or a hearing officer appointed by the board, or another person appointed by the board.

SCHOOL TELEPHONE

The school telephone is a business phone; it should not be used for social calls. Students are not to use the phone except in unusual circumstances (**leaving homework at home is not an unusual circumstance**). If the case should arise, the student should check through the office before using the phone. Students will not be called from class to answer the telephone, but messages will be taken and given to the student at the end of the period.

THE SPONSOR MUST UNLOCK THE DOOR FOR STUDENTS WHO NEED TO CALL THEIR PARENTS TO COME AND GET THEM AFTER AN ACTIVITY. THE SPONSOR SHALL STAY WITH THE STUDENTS UNTIL ALL HAVE BEEN PICKED UP AND THEN LOCK THE DOORS.

LOCKERS

Lockers are for the convenience of the students. They should not be mistreated. The doors should be closed quietly. Please do not decorate the outside of your lockers. The inside may be used for decoration if you think it is necessary, but must be cleaned out at the end of the year.

ALL lockers may be checked periodically for books and magazines that belong to the library but have not been properly checked out.

SEARCHES OF LOCKERS AND STUDENTS

ALL lockers are the property of USD #212 and are subject to inspection by school authorities at any time and will be done periodically.

Searches of students shall be conducted when reasonable suspicion exists that a school rule or policy has been violated. In order to protect the health, safety, and welfare of students under school jurisdiction, building principals are authorized to search students. All searches shall be carried out in the presence of an adult witness.

Only the school principal or his designee is authorized to conduct searches of lockers or students. Prohibited items recovered during a search shall remain in the custody of the building principal or turned over to law enforcement officials, illegal incidents will be referred to the appropriate law enforcement agency.

DRESS CODE

Hats or other headgear will not be worn inside buildings before or during school hours. This rule also includes those times when Northern Valley students are located in other facilities for any reason. Special circumstances stated by the administrator only can alter this rule. Other clothing deemed inappropriate shall not be worn at school including, but not limited to, clothing with alcohol, tobacco, drugs or sex or sexual innuendo displayed, low cut tops or tops that do not have a two inch strap across the shoulder, no tank tops, and no tops with the sides ripped out. No undergarments should be showing. No midriff should be showing. Skirts and shorts shall be as long as the longest fingertip when hands are hanging normally at sides.

GUESTS

Visitors will be allowed to visit school if arrangements are made with the office at least one day in advance. Visiting youngsters will not be allowed to visit school on a day-to-day basis, as the teachers are not employed as babysitters. The school welcomes visits by parents at any time. During the school year all parents are encouraged to attend the activities sponsored by the school.

POSTING OF MATERIALS ON SCHOOL PREMISES

Nothing is to be posted in the school building (bulletin boards) or on school grounds unless approval has been given by the building principal.

PUBLIC DISPLAY OF AFFECTION

There will be **NO** public display of affection (PDA) including but not limited to holding hands, hugging, kissing, etc.

PLAGIARISM

Academic dishonesty is not acceptable. Cheating, defined as copying another student's work and claiming it as your own and plagiarism, defined as the use of another person's original ideas or writing without giving credit to the true author, are both prohibited practices. Materials taken from electronic sources are covered by this policy.

A student who engages in any form of academic dishonesty will be subject to the loss of credit for the work in question, as well other disciplinary measures up to and including suspension or expulsion.

SPORTS AND ACTIVITIES

ELIGIBILITY

The board encourages the development of co-curricular activities compatible with these policies.

Any student who does not wish to participate in any required, school-sponsored activity must file a written statement with the superintendent requesting that the student not be required to participate in the activity. The written statement must be signed by one of the student's parents and explain the reason(s) why the student should be exempt from participating in the activity.

6-12 students who wish to participate in any school sponsored activity (on or off campus) other than attending regularly scheduled classes during the normal school day and participating in practices, must have passed at least five units of credit the preceding semester. Students failing two (2) or more subjects in one week or failing one (1) class two or more weeks in a row will be considered ineligible. Eligibility is determined utilizing the student's eligibility for the first week in the second semester. Thereafter, the cumulative class grades earned each week in the second semester will apply. Each instructor will list by name and subject any student who is receiving a failing grade and have his/her list to the building administrator and building secretary by Monday morning. The "Failing List" will be compiled and emailed to all staff members.

The Kansas State High School Activities Association and the local school determine athletic eligibility. All students interested in the interscholastic athletic program should acquaint themselves with the many regulations and determine eligibility. The athletic coaches can answer your questions and there is a copy of the K.S.H.S.A.A. rules containing all the printed regulations in the office.

A student, as an individual involved in an activity offered at our school, is recognized as an OFFICIAL REPRESENTATIVE of the school and its community. Your conduct and sportsmanship on and off the school premises should display the highest possible standards. **BE PROUD TO BE A HUSKY AND MAKE OTHERS PROUD!**

LEAGUE

Northern Valley High School and Junior High is a member of the Western Kansas Liberty League. League championships are awarded in football, basketball, volleyball, and track. The league sponsors speech contests, vocal and instrumental festivals and concerts, and academic competitions.

ACADEMIC LETTERS

9th-12th Students may letter academically by making a 3.3 GPA or above for the last semester of previous year and the first semester periods of each school year and having no grade below a B (no C, D, or F grades). Classes which will not be included in the GPA for Academic lettering are; Band, Vocal, PE (Except for Freshmen PE/Wellness), and Teacher Aide. Freshmen letters will be used on the first semester of the school year.

PHYSICAL FORMS

Before a student athlete is permitted to report for practice in a sport, he/she must have a physical examination or health review documented by a completed form furnished by the school. Either form requires the student to gain the permission of his or her parents or guardian. **THE FORM REQUIRES THE SIGNATURES OF BOTH THE PARENT AND THE ATHLETE.**

TRAVELING TO AND FROM ACTIVITIES

In order to promote team building and camaraderie the squad and/or team members are expected to ride to and from games in the bus, or whatever means of transportation is provided by the district. However, a squad member must secure the approval of the administrator by filling out a transportation waiver before any contest to ride home with an adult other than the student's parent/guardian. **PARENT /GUARDIAN PHONE CALL AUTHORIZATIONS WILL NOT BE ACCEPTED.** Transportation waiver must be signed by the parent/guardian and contact information must be provided to verify signatures.

AGE RULE

Any student, who reaches the age of nineteen (19) on or before September 1, shall be ineligible for participation in any interscholastic activity. Any student, who reaches the age of nineteen (19) after September 1, shall be eligible for the balance of the school year.

ALCOHOL TESTING AT SCHOOL ACTIVITIES

Students or student guests attending a school sponsored activity that are deemed (by reasonable suspicion) to be under the influence of alcohol are subject to alcohol testing. Anyone refusing to be tested or testing positive will have their parents and the authorities notified. Students will be transported by parents or authorities from school premises. Student guest who test positive or refuse to be tested will be permanently banned from future school activities. Students who test positive or refuse to be tested will be subject to the school discipline and athletic policies.

INSURANCE

The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian's insurance company for payment. Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (Student Assurance Services, Inc.). Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting.

INDIVIDUAL ENTRY FEES

Any activity that requires an INDIVIDUAL entry fee must be attended by the student who committed to attend the event. Students failing to attend once the entry fee has been paid will be required to reimburse the school for the loss of the entry fee and may be prevented from competing in additional competitions until this is paid. Exceptions to this rule may be made on an individual basis for limited reasons.

ACTIVITY FUND

The activity fund is the financial headquarters for all the extracurricular funds. All high school organizations that have funds in their treasuries are required to deposit their money in this fund. The school secretary is the bonded treasurer and the custodian of these accounts that are subject to audit annually. **Purchases are to be made only with a purchase order issued by the office.** The

purchase order is presented to the supplier and is thus authorized to charge the items listed to the organization. Bills are then brought into the office, but should be recorded as expenditures by the treasurer of the class or organization. Class treasurers should check their books with the office secretary each month.

REMOVED SPECTATOR POLICY

Sportsmanship, while important for the participants of a sporting activity, is also of the highest importance for the spectator as well. Accordingly, there should be no room for a spectator to repeatedly get removed from athletic contests by the officials or administration. The center of attention during an athletic event should be on the game and its participants, not a spectator that insists on making a scene because they disagree with an official's call or a coach's decision.

Accordingly, effective starting the 2019 – 20 school year, the following consequences will be issued for spectators (adult or student; including employees of Northern Valley USD 212) that are removed from athletic contests:

First Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **14** days (beginning with the date of removal). Should the season end before the 14 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Second Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **45** days (beginning with the date of removal). Should the season end before the 45 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Third and Subsequent Offenses- The removed spectator will be banned from attending ANY athletic contest in which Northern Valley HS or JH is a participant for a period of **one calendar year** (beginning with the date of removal).

Exceptions will **not** be made for special events (i.e. Senior Night).

Attempts to enter a contest from which the spectator is banned will be viewed as trespassing, and law enforcement will be called should the banned spectator refuse to leave the premises. The banned spectator will also be immediately subjected to the next punishment in the sequence (i.e. should a spectator that is banned for 14 days attempt to enter an athletic contest during that 14-day period, that spectator will now be banned for 45 days, starting from the date of the second infraction).

NORTHERN VALLEY CHAPTER OF THE NATIONAL HONOR SOCIETY BYLAWS

The Northern Valley Chapter of the National Honor Society is open to juniors and seniors who meet the qualifications established by the National NHS Constitution, and the guidelines for eligibility set by the Northern Valley NHS Faculty Council. Membership is an honor bestowed upon a select group of students by the faculty council on behalf of the school faculty. Membership is based on four criteria: Scholarship, Character, Service, and Leadership. All chapters are governed by the National NHS Constitution. Local needs and conditions are addressed through the chapter bylaws. An induction ceremony is held in the spring.

NORTHERN VALLEY NHS ELIGIBILITY REQUIREMENTS:

- Students may be selected after the first semester of their junior year and must have a 3.5 cumulative GPA or better.
- Students must have been in attendance at Northern Valley the equivalent of one semester. The semester guidelines may be waived for a student who has transferred to the school, after seeking and receiving a recommendation from the student's previous principal.
- Once identified, eligible candidates will receive an invitation to join National Honor Society. The invitation will include an Interest Survey. Candidates will have at least one week to complete the survey and return it to the Chapter Advisor.

SELECTION AND EVALUATION PROCESS:

- Once the interest survey is received, the chapter advisor may gather information on all applicants.
- In addition to the survey, information may be gathered from (but not limited to): teacher, administration, club sponsors, coaches, parents, employers, and student records.

- All information received will be confidential and maintained by the Chapter.

MEMBERSHIP:

- Active members must maintain the standards by which they were selected-Character, Leadership, and Service – as outlined in the National Honor Society Handbook.
- Must maintain a 3.5 cumulative GPA
- Have no more than 4 excused absences from meetings and activities and no unexcused absences.
- Participate in 2 community service projects over the course of membership.
- Maintain the principals of Service, Leadership, and Character
- Officers must uphold the duties of their office or be subject to dismissal.
- Members who do not meet all expectations will be notified of pending dismissal.

MEETINGS:

- Meeting times are specified in the bylaws. The chapter advisor and the chapter officers make up the executive committee and meet regularly to discuss chapter business and plan meetings.

DUES:

- Annual dues may be collected as stated in the National Honor Society Handbook.

DISMISSAL:

- A member having an infraction will be notified of pending dismissal.
- May face dismissal if laws of active membership are not followed.

(Established by the NHS Faculty Council along with the NHS Advisor, Rachele Cox, in February 2000. Sources of information include the following: NHS Handbook Norton Community High School NHS guidelines, and Clear Creek High School NHS guidelines, and Englewood High School NHS bylaws.)

NEW YORK – WASHINGTON TRIP POLICY

The New York – Washington D.C. Trip is a school – sponsored activity. The school will sponsor this trip by providing release time and at least one supervisor to assist in discipline and observation. The following guidelines will apply to this trip:

1. The school sponsors this trip; therefore, all school rules will apply.
2. Only juniors and seniors are eligible for this activity.
3. Students participating in this activity agree to abide by the rules established by the trip’s organizer/director.
4. The person going as the school representative shall have the authority to judge the actions and determine whether policies have been violated. They will have the authority to determine the proper response on the trip and will report all violations to the administration upon returning from the trip. All rules violations will be dealt with in the same manner as if the violation had occurred during school hours.
5. Before going on the trip, each student will have to meet certain eligibility requirements. Eligibility will be based upon first semester grades and discipline referrals. To be eligible academically, a student must have met the standards as prescribed by the Kansas State High School Activities Association. In addition, students who have been discipline problems during the school year will have their situation reviewed to determine the advisability of allowing them to take part in this activity.
6. All students will make up all of their work in advance. Special assignment sheet will be circulated to all teachers who have students going, and copies will be made available to each student. All work not completed may be recorded as a 0%.

SENIOR END OF YEAR POLICY

In order for Seniors to earn an early release at the end of the school year, each senior must meet the following conditions:

1. demonstrate good behavior,
2. follow the attendance (NO Senior Skip Day) and tardy policies, and
3. maintains acceptable classroom behavior.

The earned early release may be up to five days prior to the regularly scheduled end of the school year. The day for early release will be determined by the superintendent. Individual seniors failing to comply with this policy can still walk at graduation but may have their diplomas held until they have met the attendance requirements set by the superintendent.

6 – 12 HANDBOOK AWARENESS STATEMENT

My Signature below indicates that I have received and read the Student Handbook, Activity Handbook, the Consent and Warning to Athlete and Parent/Guardian, and the Code of Conduct found on pages of the Student Handbook.

INSURANCE AWARENESS

I also recognize that interscholastic activities involve the risk of injury to the participant, which on occasion could be serious. The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian’s insurance company for payment. Expenses not covered by the parent/guardian’s insurance can then be referred to the insurance carrier of the school district (Student Assurance Services, Inc.). **Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting. In case of accident or injury, coaches/sponsors and other certified school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment they consider necessary.**

Parents should inform the school of changes in residence, custody, phone, work and emergency telephone numbers.

Student Name (PRINT) _____

Student Signature _____

Date _____ Grade _____

Parent’s Signature _____

Date _____

STUDENT COMPUTER/INTERNET USAGE AGREEMENT

My signature below indicates that I have received and read the Computer Usage policy found on page of the Student Handbook.

Please check the appropriate response:

My student may use the computers/Internet while at school pursuant to board policy, and agrees to abide by the rules of the policy.

My student may not use the computers/Internet while at school.

Parent’s Signature _____

Date _____

Student Name (PRINT) _____

Student Signature _____

PLEASE RETURN THIS SIGNED FORM PAGE TO YOUR FIRST PERIOD TEACHER THE FIRST WEEK OF SCHOOL.

**Northern Valley 6 - 12 Transportation Waiver
Not Required for Parent(s) or Legal Guardian(s)**

Date: _____

This to certify that _____ has my permission to ride from the
(Student Name)
_____ activity contest on _____ 20____, at _____
(Activity) (Date) (Location)

I certify that I have made arranged transportation with _____ for this student.

(Non-student Adult transportation)

I understand that the Northern Valley 6 - 12 Activity Rules require students to ride the bus or transportation to and from all activity events and departure from this requirement will release the Northern Valley School District from all liability for any adverse results that may occur.

I agree to release the Northern Valley School District and its employees and administrators from all liability with reference to the above-stated transportation.

This form must be on file with the Activity Director prior to the dismissal of school on the day of the contest.

(Parent/Guardian must sign this form; phone call requests will not be accepted)

Parents will be called to verify permission.

Signature of Parent or Guardian

Parent Phone Number

Signature of Athletic/Activity Administrator

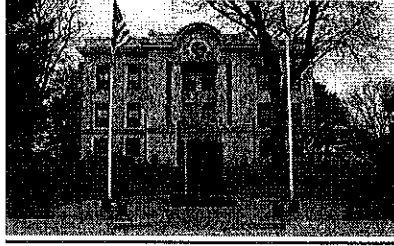
Approved -- Not Approved

Parent called _____
Initials

Parent not called _____ Reason: _____
Initials

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	Coach	Athletic Director	Principal	Supt.	Board of Education
Curriculum/Academic / Instruction	Teacher	Principal	Supt.	Board of Education	
Discipline	Teacher	Principal	Supt.	Board of Education	
Facilities	Principal	Supt.	Board of Education		
Guidance	Student Success Coord.	Principal	Supt.	Board of Education	
Special Education	Teacher	Principal	NCKSEC	Supt.	Board of Education
Student Concerns	Teacher	Principal	Supt.	Board of Education	
Computer / Technology	Teacher	Technology Director	Principal	Supt.	Board of Education
Transportation	Driver	Transportation Director	Principal	Supt.	Board of Education
Custodial / Maintenance	Principal	Supt.	Board of Education		

Lines of Effective Communication



Phillips County Clerk

301 State St Suite A Phillipsburg KS 67661

785-543-6825

Dear Taxing Entities,

Enclosed please find the County Clerk's Budget information for the Budget year 2022, with estimated assessed valuations as of June 15th, 2021.

New with the 2022 budget year and all years thereafter is the implementation of Senate Bill 13 which removes the tax lid but establishes a revenue neutral rate (RNR). You will not be able to exceed the number of mills that generated the same amount of tax dollars as levied the previous year without publishing a notice of hearing, holding a public hearing, passing a resolution or ordinance to exceed the revenue neutral rate and the hold a public hearing to adopt the budget. Beginning with the 2023 budget forward Districts will pay to have a notice mailed to every taxpayer via the County Clerk (see enclosed information from the League of Kansas Municipalities).

The revenue neutral rate for each of your taxing funds is listed on the enclosed budget information sheet.

Notification of exceeding the revenue neutral rate is required by July 20th of each year to the County Clerk. Public hearings for exceeding the revenue neutral rate must be held between August 20th and September 20th. Adopted budgets certified to the County Clerk by October 1st.

Budgets staying within the revenue neutral rate are still required to be certified to the County Clerk by August 25th.

School Districts will most likely have to provide notice and adopt necessary ordinances or resolutions annually to comply with Senate Bill 13 due to the 20 mill rate for school general fund set by the State of Kansas.

Please contact me at your convenience with any questions or if I can be of any assistance.

Sincerely,

Teena Dierking

Phillips County Clerk

County Clerk's Budget Information for 2022 Budget Year
 Phillips County values for Norton County
 USD 212

1. Estimated Assesed Valuation as of MONDAY, JUNE 7, 2021:

	Assessed Value	New Improvements	Territory Added	Changed Use
Real Estate	9,070,331	6,001	0	1,676
State Assessed	494,813	199		
Severed Minerals	4,385			
Personal Property	321,463			
Oil & Gas	317,934			
Total Value	10,208,926	6,200		

2. Personal Property: 639,397
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5a)

RNR provided by Norton County

3. Actual tax rates levied for the 2021 budget: (2020 levies)

SAC Fund	Rate	General value
043 USD 212 CAPITAL OUTLAY <i>NW</i>	8.000	
138 USD 212 SUPPLEMENTAL GENERAL	23.710	
Total Levied	31.710	

4. Final Assessed Valuation from the November 2020 abstract: 10,451,623

5. 2020 Personal Property: 525,267
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5b)

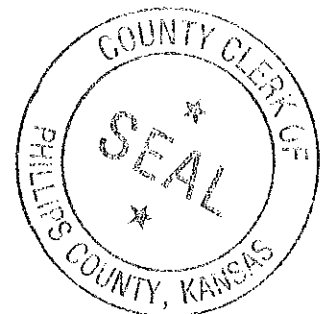
6. Gross Earnings (Intangible) Tax Estimate: .00

7. Neighborhood Revitalization District:
 Valuation Subject to Rebates 0

8. 2019 average tax delinquency percentage: .109235

9. 2019 delinquency percentage for special assessments: .000000

Date Provided: 6-7-21 Provided by: Yanna Dvorak
 Phillips County Clerk



County Clerk's Budget Information for 2022 Budget Year
 Phillips County values for Norton County
 USD 212 GEN

1. Estimated Assesed Valuation as of MONDAY, JUNE 7, 2021:

	Assessed Value	New Improvements	Territory Added	Changed Use
Real Estate	8,765,092	6,001	0	1,676
State Assessed	494,813	199		
Severed Minerals	4,385			
Personal Property	321,463			
Oil & Gas	317,934			
Total Value	<u>9,903,687</u>	<u>6,200</u>		

2. Personal Property: 639,397
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5a)

RNR provided by Norton County

3. Actual tax rates levied for the 2021 budget: (2020 levies)
 SAC Fund Rate

137 USD 212 GENERAL	20.000
Total Levied	<u>20.000</u>

4. Final Assessed Valuation from the November 2020 abstract: 10,145,007

5. 2020 Personal Property: 525,267
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5b)

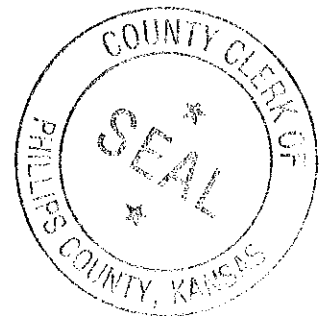
6. Gross Earnings (Intangible) Tax Estimate: .00

7. Neighborhood Revitalization District:
 Valuation Subject to Rebates 0

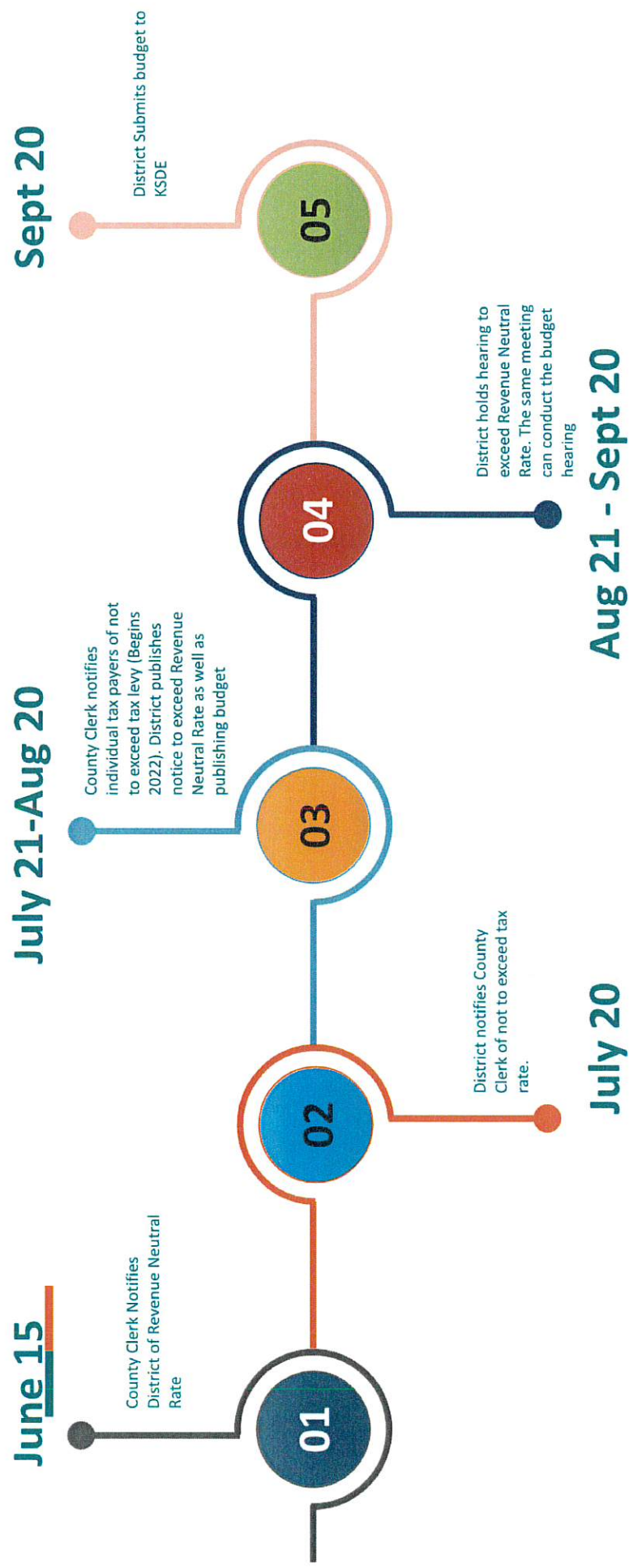
8. 2019 average tax delinquency percentage: .094998

9. 2019 delinquency percentage for special assessments: .000000

Date Provided: 6-7-21 Provided by: Yvonne Quenkong
 Phillips County Clerk



Timeline for new budgeting process



Glenn Brands

May 19, 2021, 8:33
AM

to me, Marvin

Good Morning:

There are a few items that Equity Bank would like to replace, like the basketball scoreboard "First State Bank" sign, the Almena Insurance Agency sign under the football scoreboard, and the mat under the basketball goal. Equity will pay for the expenses associated with this if you could lead me to someone that may be able to provide assistance with making new signs. As far as the mats, we could probably have just one section made if we knew where they were purchased. Do you know where they may have been purchased?

There are a few other items, but we may be able to place stickers over them. If you have someone in mind, let me know and we will even make the arrangements.

That brings me another matter unrelated to this. Having practice in the auditorium poses some major injury issues with the stairs, wall, railing behind the goals. Having some type of form fitting mats around those corners under the goals where the stairs are would be very nice. There have been bumps and bruises but a matter of time before something more serious happens. Just a thought.

Thanks,

Glenn

Glenn Brands | SVP Insurance Operations

EQUITY BANK | 500 Main-Almena, KS 67622

Cell: 785.877.6018 | Office: 785.669.2486 | Direct Line 785-664-5003

gbrands@equitybank.com |

Important Message: Insurance Coverage requested via electronic Email is NOT legally binding until you have received direct confirmation from one of our agents or the insurance company. Any submissions or requests made via email do not constitute a binding agreement to your policy or coverages. Changes and payments to policies are not effective or binding until you, or any party involved, receive official notice from either your insurance agent or your insurance company. If you have any questions, please feel free to contact us at 785-669-2486.



Ken Tharman <ktharman@nvhuskies.org>

May 19, 2021, 3:41
PM

to Christopher, Hilary, Hilary, Laquita, Rich, Shanna, Steven

Just FYI I will plan to have this on the June board meeting to discuss.



Ken Tharman <ktharman@nvhuskies.org>

May 19, 2021, 3:42
PM

to Glenn

Glenn,
I will visit with the board on this at the June board meeting and then get back with you.

--

Ken Tharman
Superintendent / HS Principal
Northern Valley Schools



Glenn Brands

May 19, 2021, 3:46
PM

to me

There is NO cost associated with doing this for the school. FYI Equity Bank will cover that.

Glenn Brands | SVP Insurance Operations

EQUITY BANK | 500 Main-Almena, KS 67622
Cell: 785.877.6018 | Office:: 785.669.2486 | Direct Line 785-664-5003
gbrands@equitybank.com |

Important Message: Insurance Coverage requested via electronic Email is NOT legally binding until you have received direct confirmation from one of our agents or the insurance company. Any submissions or requests made via email do not constitute a binding agreement to your policy or coverages. Changes and payments to policies are not effective or binding until you, or any party involved, receive official notice from either your insurance agent or your insurance company. If you have any questions, please feel free to contact us at 785-669-2486.



Ken Tharman <ktharman@nvhuskies.org>

May 19, 2021, 4:13
PM

to Glenn

I understand what you are proposing.
Thanks,

Joan Smith
Haley Hansen

Caden Lowry

NV School Board!

Thank you,

Thank you for the extra time you put
in to make our school g.

We appreciate you!

From: NV 2021 8th Grade Class

Izzabella

Landry Gebhard

Robert
usetecka

Wendy Adams

Tatum
Leitz

Delaney





Kansas leads the world in the success of each student.

May 17, 2021

Dear Supt. Tharman & USD 212 Northern Valley Board of Education,

Congratulations on receiving a 2020 Kansans Can Star Recognition Commissioner's Award! This is an important achievement and I want to offer my thanks and appreciation to you, your teachers, and staff for your hard work and diligent efforts in making this possible. Your leadership will make a significant difference in the lives of your students and their future success!

Sincerely,

A handwritten signature in cursive script that reads "Jean Clifford".

Jean Clifford
Kansas State Board of Education, District 5 Member



During a time
like this
we realize how much
our family and friends really
mean to us . . .

Your expression
of sympathy will always
be remembered

PRINTED IN THE USA NO. 88

Thank you for the
flower arrangement
sent for Graeme's
father, Jay Raburn,
They were beautiful
and very much
appreciated.

The Family of
Jay Raburn

May 11, 2021

Class of 2021 Northern Valley Graduates,

I've started this letter several times only to ask myself if it's needed or wanted and if I was doing it for you, Brent's legacy, or for myself and finally decided to just write it.

You have experienced such a weird ride during your 4 years of high school – 2 years of normalcy and 2 years of COVID craziness. And now you're graduating and off to set the world on fire! You probably have so many adults in your ear right now giving you advice and here I am doing the same.

I know that we do not know each other, and quite possibly never will, but we will always have the commonality of having our lives disrupted and changed on January 2nd.

As a teacher, my husband tried his best to get his students to understand the importance of making decisions. He didn't care what gender/race/political party/religious affiliation you were, he wanted you to be to research both sides of an issue and make an informed, educated decision and be able to respect those that came up with a different answer than your own. I hope this is what you think of when you think of him.

Since January, I can tell you that I've done a lot of reflecting on my life. The words that I have found comfort and guidance from are *Peace, Kindness, Love, and Enjoyment*. I pray for these experiences every day – for myself, my son, my family members, and for all of you. I pray that all of us not only get to be on the receiving end of these things but also on the giving end. Wouldn't the world be a better place if this happened?

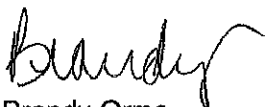
As you go through life, please remember that you matter. Read that again – **YOU MATTER!** Don't be afraid to ask for help. Reach out if you don't understand, can't do it alone, or are overwhelmed. Seek out help from friends, family members, former and current teachers, classmates or co-workers, and professionals. There is absolutely no shame in admitting that you can't do something by yourself.

I went looking for a quote to give you inspiration and guidance and your high school journey ends and the rest of your life begins and found one from one of my favorite authors.

If you don't go after what you want, you'll never have it. If you don't ask, the answer is always no. If you don't step forward, you're always in the same place. – Nora Roberts

It doesn't quite match up to Brent's favorite quote: *If there's a fork in the road, take it. – Yogi Berra*

Congratulations and Good Luck to each of you!



Brandy Orme
Mr. Orme's Wife