



ALMENA

NORTHERN VALLEY SCHOOLS USD 212

BOARD MEETING IN LONG ISLAND
MONDAY, FEBRUARY 15, 2021, AT 6:30 PM
LONG ISLAND MIDDLE SCHOOL
627 WASHINGTON
LONG ISLAND, KS 67647
PHONE (785) 669-2445



LONG ISLAND

A Board Meeting in Long Island of the Board of Trustees of Northern Valley Schools was held Monday, February 15, 2021, beginning at 6:30 PM in the Long Island Middle School 627 Washington Long Island, KS 67647.

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NORTHERN VALLEY SCHOOLS USD 212

DISTRICT OFFICE
512 WEST BRYANT PO BOX 217
ALMENA KS 67622



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PHONE (785) 669-2445

LONG ISLAND

A Board Meeting in Almena of the Board of Trustees of Northern Valley Schools was held Monday, January 11, 2021, beginning at 6:30 PM in the Almena High School , 512 W Bryant Street, Almena, KS 67622.

Shanna Hammond: Present
Christopher Rogers: Present
Laquita Smith: Present
Hilary Van Patten: Present
Rich Wenzl: Present
Steven Whitney: Present
Mr. Tharman, Mr. Gebhard and Mrs. Knapp

I. Call to Order

Jill Gebhard was in attendance via Zoom.

II. School Board Leadership Elections

We need to elect a President and a Vice President. Once this is done the new elected President will preside over the remainder of the meeting. A motion was made to elect Hilary Van Patten as President and Mrs. Hammond as Vice-President. This motion, made by Christopher Rogers and seconded by Steven Whitney, Carried.

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

Yea: 6, Nay: 0

III. Adoption of Agenda

A motion was made to adopt the agenda as presented. This motion, made by Rich Wenzl and seconded by Shanna Hammond, Carried.

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

Yea: 6, Nay: 0

IV. Approval of Minutes

A motion was made to approve the minutes from December 14, 2020. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea



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

Yea: 6, Nay: 0

V. Approval of Bills

A motion was made to approve the bills as presented. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

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

Yea: 6, Nay: 0

VI. Hearing of Visitors

A. Jessica Reeves

Miss Reeves passed out a document for the board to view. She stated she gave the pre-ACT to the sophomores. She continued to review the packet showing how to identify where the kids are at.

B. Hannah Mongeau

Mrs. Mongeau shared that she has officially been here a year and the whirlwind she has been on since last year. She thanked the board and shared that she is working on a Grammar curriculum. Hoping to have it roll out next year. She restarted the AR program and working on increasing the rigor. She also stated there are some incredible kids and there is room for growth.

VII. Old Business

A. BOE / Administration Evaluations

This item was tabled during the December board meeting to allow for more time to look the information over, President Van Patten stated.

B. Track Season

The Colby Canvas company was contacted about making a tarp for the pole vault mats. That quote is attached. Mr. Tharman shared that Colby Canvas was comparable to the other quotes he received. He asked for a mat underneath with hooks. President Van Patten said that would great! Mr. Tharman also purchased a discus net. I recommend the board approve the purchase of the cover and base for the pole vault mats from Colby Canvas. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea
 Laquita Smith: Yea



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Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

C. Building Walk Throughs

At the December board meeting, it was decided to do this on January 20th.

Information sheets were sent to all the teachers in advance.

Three for breakfast in Almena; six for lunch in Long Island.

VIII. Personnel

A. Certified Staff

A motion was made to go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual and that we return to open session in this room at 6.57 p.m. retaining Mr. Tharman and Mr. Gebhard. This motion, made by Shanna Hammond and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

6.57 p.m. Returned to open session. A motion was made to go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual and that we return to open session in this room at 6:59 p.m. retaining Mr. Tharman and Mr. Gebhard. This motion, made by Shanna Hammond and seconded by Rich Wenzl, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

6:59 p.m. Returned to open session.



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B. Classified Staff

I recommend the board go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual and that we return to open session in this room at 7:12 p.m. retaining Mr. Tharman and Mr. Gebhard. This motion, made by Christopher Rogers and seconded by Steven Whitney, Carried.

Shanna

Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Yea

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 6, Nay: 0

7:12 p.m. Returned to open meeting.

C. Supplemental Position

I recommend the board go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual and that we return to open session in this room at 7:29 p.m. retaining Mr. Tharman and Mr. Gebhard. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna

Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea

Hilary Van
Patten: Yea

Rich
Wenzl: Yea

Steven
Whitney: Yea

Yea: 6, Nay: 0

7:29 p.m. Returned to open session. I recommend the board go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual and that we return to open session in this room at 7:40 p.m. retaining Mr. Tharman and Mr. Gebhard. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna

Hammond: Yea

Christopher
Rogers: Yea

Laquita
Smith: Yea



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Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

7:40 p.m. Returned to open session.

President Van Patten stated that all Rule 10 coaching positions are to be reviewed each year. Gladly review any interested certified applicants at that time.

IX. New Business

A. Out - of - District Request

I recommend the board go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual. Retaining Mr. Tharman and Mr. Gebhard and that the meeting resume in the board room at 7:45 p.m. This motion, made by Laquita Smith and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

At 7:45 p.m. Returned to open session. I recommend the board go into executive session for matters pertaining to an individual to protect the privacy interests of an identifiable individual. Retaining Mr. Tharman and Mr. Gebhard and that the meeting resume in the board room at 7:51 p.m. This motion, made by Laquita Smith and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0



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7:51 p.m. Returned to open session
No action was taken.

B. Negotiations Training

There is an on-line training that will satisfy this requirement, rather than the face-to-face sessions that are normally held. After some discussion, Mr. Tharman agreed to register the members of the board negotiaions team (Mrs. Van Patten & Mrs. Smith) for this annual training.

C. WKLL Scholarship Contest

The results of the Academic contest in which all league schools competed with up to four students per HS class are attached. Mr. Tharman discussed the document with the board. He will make it public next Monday, January 18, 2021.

D. Six Month Insurance Review

The document that Julie Yarmer has sent which covers the last six months activities in the health insurance account is attached. Mr. Tharman shared with the board what Mrs. Yarmer has shared with him.

E. School Board Recognition Month

A very grateful "Thank You" to each of our school board members for the time they have spent helping in this past year's activities and trials. Mr. Tharman passed out certificates. Mr. Tharman thanked them for their time and input.

F. Board Policy Update

Twice a year, the State Board reviews and / or updates policies. Because Mr. Tharman forgot to attach those documents, the item was tabled for next month. Mr. Tharman sent an email to the board members with the KASB (Kansas Association of School Boards) policy updates.

X. Administrative Reports

A. Superintendent / 9-12 Principal Report

Mr. Tharman shared about the Kansas Communities That Care (KCTC) survey. He thanked Mrs. Brands for doing the art class and that it was resuming this week. Walk-thru coming up on January 20th. Mr. Tharman taking off the week of January 25 to help his son move. There is a five day week end of January. Forensics is starting up and Mrs. Grote is getting students ready. Mr. Tharman explained that he had gone through what he had found from other schools on their wellness program, what was required, and what we currently have. The wellness policy needs to be updated and this item will be looked at during the next meeting of the the Wellness Committee.

B. K-8 Principal Report

Mr. Gebhard talked a little bit about JH basketball getting ready to start back up. They had a good win before break. Preparing for state assessments. Teachers are getting things scheduled and ready. Typically the tests are in March and April. Want to thank First National Bank for the donation of \$1,520 that they gave to Long Island Middle School. Spelling Bee coming up on the 20th. Hopefully, everyone that wants to come, will come and watch.

XI. Reports of Board Members

Mr. Rogers shared about the Special Education Cooperative having two resignations from the administration level. They have opted not to use KASB for the administration search. There is an interim director for now during the search process.

XII. Adjournment

Motion was made to adjourn. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond:	Yea
Christopher Rogers:	Yea
Laquita Smith:	Yea
Hilary Van Patten:	Yea



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Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 6, Nay: 0

First National Bank

Check Num	Check Date	Vendor Name	Amount
55744	1/27/2021	Norton Community High School	\$ 40.00
55814	2/4/2021	Almena Market	\$ 350.22
55815	2/4/2021	Cash-Wa Distributing Co Inc	\$ 2,852.47
55816	2/4/2021	City Of Almena	\$ 660.15
55817	2/4/2021	City Of Long Island	\$ 44.09
55818	2/4/2021	ComplianceOne	\$ 28.00
55819	2/4/2021	Dealers First Financial L.L.C.	\$ 915.00
55820	2/4/2021	Downtown Car Wash	\$ 19.13
55821	2/4/2021	Endzone Sports & Office Supply	\$ 172.70
55822	2/4/2021	Engel's Sales & Service, Inc	\$ 231.98
55823	2/4/2021	Jill Gebhard	\$ 36.04
55824	2/4/2021	Harris School Solutions	\$ 328.10
55825	2/4/2021	Hop-A-Long IT Services	\$ 200.00
55825	2/4/2021	Hop-A-Long IT Services	\$ 1,900.00
55826	2/4/2021	HTMC	\$ 294.00
55827	2/4/2021	JR Class	\$ 360.46
55828	2/4/2021	J. W. Pepper & Son, Inc.	\$ 113.98
55829	2/4/2021	Kansas Department of Agriculture	\$ 20.00
55830	2/4/2021	Kansas Assn Of School Boards	\$ 75.00
55830	2/4/2021	Kansas Assn Of School Boards	\$ 150.00
55831	2/4/2021	Kowpoke Supply	\$ 13.99
55832	2/4/2021	Kully Pipe & Steel Supply Inc	\$ 647.28
55833	2/4/2021	Lou's Sporting Goods	\$ 1,576.71
55834	2/4/2021	Norton Community High School	\$ 20.00
55835	2/4/2021	Nex-Tech Wireless	\$ 192.05
55836	2/4/2021	Normandin	\$ 1,443.00
55837	2/4/2021	Northwestern Office Supplies	\$ 2,423.86
55838	2/4/2021	First Dakota Indemnity Company	\$ 641.00
55839	2/4/2021	Nicole Simeon	\$ 94.95
55840	2/4/2021	Smoky Hill - USD 629	\$ 30.00
55841	2/4/2021	US Foods	\$ 1,243.73
55842	2/4/2021	VISA	\$ 4,147.24
55843	2/4/2021	WESTERN PEST CONTROL Inc	\$ 130.00
55844	2/4/2021	World Pest Control Inc	\$ 750.00
			\$ 22,105.13

Almena State Bank

Check Num	Check Date	Vendor Name	Amount
22708	1/13/2021	Jill Gebhard	\$ 30.10
22709	1/13/2021	Kelli Hueneke	\$ 126.83
22710	1/13/2021	Ideal Linen & Uniform	\$ 60.24
22711	1/13/2021	Knowbuddy Resources	\$ 145.69
22712	1/13/2021	Matheson Tri-Gas Inc	\$ 172.36
22713	1/13/2021	Midwest Energy	\$ 1,536.47
22714	1/13/2021	NWKESC	\$ 20.00
			\$ 2,091.69

Cash Summary Report

Date Range: 02/01/2021 thru 02/28/2021

Fund ID

Fund	Beginning	Revenue	Expenditures	Other	Ending	Encumbrances	Payables	Unencumbered
06	GENERAL FUND							
	355,890.45	0.00	-97,184.18	0.00	258,706.27	-20,502.00	0.00	238,204.27
07	FEDERAL FUNDS							
	1,057.59	0.00	-2,784.47	0.00	-1,726.88	0.00	0.00	-1,726.88
08	SUPPLEMENTAL GENERAL FUND							
	279,015.16	0.00	-16,408.01	0.00	262,607.15	-100.00	0.00	262,507.15
11	FOUR YEAR OLD AT RISK FUND							
	-4,303.70	0.00	-4,784.64	0.00	-9,088.34	0.00	0.00	-9,088.34
12	ADULT SUPPLEMENTAL EDUCATION							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	K-12 AT RISK FUND							
	-36,006.00	0.00	-12,696.11	0.00	-48,702.11	0.00	0.00	-48,702.11
14	BILINGUAL EDUCATION							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	VIRTUAL EDUCATION							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	CAPITAL OUTLAY							
	205,849.90	0.00	-6,885.44	0.00	198,964.46	0.00	0.00	198,964.46
18	DRIVER TRAINING							
	1,268.46	0.00	0.00	0.00	1,268.46	0.00	0.00	1,268.46
24	FOOD SERVICE							
	6,131.07	0.00	-12,318.14	0.00	-6,187.07	0.00	0.00	-6,187.07
26	PROFESSIONAL DEVELOPMENT FUND							
	9,039.13	0.00	-190.43	0.00	8,848.70	0.00	0.00	8,848.70
28	PARENT EDUCATION PROGRAM							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	SPECIAL EDUCATION							
	-75,515.33	0.00	-1,946.17	0.00	-77,461.50	0.00	0.00	-77,461.50
31	TECHNOLOGY ED. FUND							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	VOCATIONAL EDUCATION							
	-21,348.12	0.00	-5,651.10	0.00	-26,999.22	0.00	0.00	-26,999.22
35	GIFTS/GRANTS							
	17,051.63	0.00	0.00	0.00	17,051.63	0.00	0.00	17,051.63
51	KPERS RETIREMENT CONTRIBUTIONS							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	CONTINGENCY FUND							
	225,000.00	0.00	0.00	0.00	225,000.00	0.00	0.00	225,000.00

Cash Summary Report

Date Range: 02/01/2021 thru 02/28/2021

Fund ID

Fund	Beginning	Revenue	Expenditures	Other	Ending	Encumbrances	Payables	Unencumbered
55	TEXTBOOK RENTAL							
	40,197.19	0.00	-565.11	0.00	39,632.08	0.00	0.00	39,632.08
56	ACTIVITY FUND							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	Title II D ARRA							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	ARRA Title 1							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	TITLE I FY 2018							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	TITLE II A FY 2017 Carryover							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	TITLE I FY 2017 Carryover							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	TITLE II D FY 2017 Carryover							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	TITLE I GOALS 2000							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	TITLE IV A FY 2017 Carryover							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	CLASS SIZE REDUCTION							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	DRUG FREE SCHOOLS							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	TITLE II D FY 2018							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	TITLE IVA FY 2018							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	TRANSPORTATION							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	TITLE II A FY 2018							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	SCHOOL TO CAREER							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	LIBRARY GRANT							
	911.02	0.00	0.00	0.00	911.02	0.00	0.00	911.02
82	TECHNOLOGY GRANT							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ALL Data

Cash Summary Report

Arranged by:

Date Range: 02/01/2021 thru 02/28/2021

Fund ID

Fund	Beginning	Revenue	Expenditures	Other	Ending	Encumbrances	Payables	Unencumbered
83	CURRICULUM MINI GRANT							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	RURAL LOW INCOME PROGRAMS							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	KS COORDINATED SCHOOL HEALTH							
	1,958.14	0.00	0.00	0.00	1,958.14	0.00	0.00	1,958.14
99	PITA							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals:	1,006,196.59	0.00	-161,413.80	0.00	844,782.79	-20,602.00	0.00	824,180.79

Check Number	Check Date	Vendor Name	Amount
		First National Bank	
55848	2/10/2021	4B Farm, LLC	\$ 202.50
55849	2/10/2021	A&S Plumbing	\$ 681.50
55850	2/10/2021	AFPLANSERV	\$ 17.00
55851	2/10/2021	Almena Lumber & Supply	\$ 1,685.31
55852	2/10/2021	Cash-Wa Distributing Co Inc	\$ 3,628.87
55853	2/10/2021	ComplianceOne	\$ 28.00
55854	2/10/2021	Ostmeyer Inc dba Culligan Soft Water Service	\$ 47.25
55855	2/10/2021	Dealers First Financial L.L.C.	\$ 460.00
55856	2/10/2021	Downtown Car Wash	\$ 5.59
55857	2/10/2021	F & A Sales Inc	\$ 1,694.86
55858	2/10/2021	Hawks Electric	\$ 302.75
55859	2/10/2021	Jamboree Foods	\$ 40.99
55860	2/10/2021	JR Class	\$ 35.00
55861	2/10/2021	KSHSAA	\$ 20.00
55862	2/10/2021	Long Island Feed and Grain, LLC	\$ 774.97
55863	2/10/2021	Matheson Tri-Gas Inc.	\$ 172.36
55864	2/10/2021	Midwest Energy	\$ 1,410.36
55865	2/10/2021	NCKSEC	\$ 3,121.00
55866	2/10/2021	Nex-Tech	\$ 1,258.68
55867	2/10/2021	Phillips County EMS	\$ 36.20
55868	2/10/2021	Prairie Land Electric Cooperative, Inc.	\$ 3,004.47
55869	2/10/2021	Jessica Reeves	\$ 24.20
55870	2/10/2021	Sawyer's Ace Hardware	\$ 62.16
55871	2/10/2021	Chuck Schmidt	\$ 347.44
55872	2/10/2021	School Specialty	\$ 347.07
55873	2/10/2021	Ken Tharman	\$ 8.93
55874	2/10/2021	Tom's Music House	\$ 265.00
55875	2/10/2021	US Foods	\$ 3,234.30
			\$ 22,916.76

1/20/21 School Walkthrough Information

Team A and e-mailed feedback

1. Janitorial
 - a. Grade school not clean—cobwebs, floors dirty, GS gym floor not vacuumed, light by main entry full of bugs, dead flies in windowsills and corners, restrooms off cafeteria very dirty (cobwebs and gunk all over; every surface needs wiped down, need swept and mopped)
 - b. Suggestion: Set a schedule and specific expectations for janitorial staff
2. Becky has little time to do paperwork during her normal day
 - a. Suggestion: Student aid?
3. Grade School Technology
 - a. iPads a concern for most (functionality, charging, teachers being allowed to add apps for their classrooms)
 - i. iPads not charging or holding charge
 1. Suggestion: clean ports and chargers, new batteries, portable chargers
 2. Suggestion: more iPads
 - b. E-mails are not going out consistently; Internet sometimes unavailable
 - i. Suggestion: relocate booster so teachers can unplug and replug to reset. Is another, more reliable, option possible?
4. Grade School Staff
 - a. Teachers asking if they can be rewarded for earlier start with breakfast in classroom by leaving at 4:00 one day per week
 - i. Negotiated agreement?
 - b. Sherri out of loop on kids' appointments, leave times for field trips, etc.
5. Air conditioners
 - a. Need insulation around and cover over: Knuth, Logemann (LI; west resource room), Chandler, Hueneke
 - b. Would like new A/C: Dole, Hueneke (current A/C keeps up but is loud; needs 220 outlet installed first), Lowry (new one ordered did not fit window), Logemann (MS; needs 220 outlet)
6. Window repairs
 - a. Mrs. Mongeau's room above A/C
7. Old weight room full of storage and old weight equipment
 - a. Small portion being used by Mrs. Dole for pull-out time for kids w/IEPs. Speech and OT also use it.
 - b. Mrs. Knuth suggested making it a lounge and putting the laminator and Cricut in there
 - c. Suggestion: clean out old weight equipment, paint walls, and add flooring so this room is more usable for whatever Administration decides is most needed.
8. In-Service Schedule
 - a. Teachers would like this earlier to allow for planning
9. Supply requests

- a. Grade school seating
 - i. Grote would like more rocking stools
 - ii. Hueneke would like soft flexible seating that can be wiped down (cushioned mats?)
 - b. White boards: Mongeau, Reeves, McKinney
 - i. Smart board: Hueneke
 - c. Kitchen islands need replaced, unlikely to meet health code. Replace with stainless counter- or bar-height units that can be sanitized
 - d. Two anti-fatigue mats for MS kitchen
 - e. MS-new range? Oven and griddle on current one do not work. Would need 6 burners
10. Patching/painting
- a. GS Gym: patch and paint walls
 - b. Boys' GS Bathroom: paint trim and pipes around sink
 - c. Girls' GS Bathroom: patch hole in ceiling by window; paint walls
 - d. GS main level exit door by 2nd grade: scrape patch and paint ceiling above
 - e. 4th grade room: would love light gray walls.
 - f. Paint attic access in Speech Room.
11. Small fixes
- a. Loose corner trim on melamine post in hall between GS and cafeteria
 - b. Loose handrail (broken bracket) on GS stairs to 2nd floor near "Empathy"
 - c. Move bookshelf in Logemann's MS room away from heat register
 - d. Missing ceiling tile in Logemann's MS room
12. Windows
- a. LI cafeteria, breezeway, and classroom between band room and cafeteria
13. Clean/declutter
- a. GS gym stage
 - b. Landing outside Speech Room
 - c. Hallway outside locker rooms
 - d. Storage closet beside music room: de-clutter to allow for kitchen storage? Girls' basketball rack blocks breakfast cart—basketballs need to be stored elsewhere...perhaps in girls' locker room.
14. Big picture changes
- a. Feasibility of moving GS to LI and MS to Almena
 - i. Fire marshall
 - ii. What to do about football field

Team B

Band room- Mrs. Whitney

- Rolling Black Board to use when she is teaching on the south side of the classroom
- Curtains are in bad shape and need to be replaced.
- Hole in the wall by the blackboard??

English-Mrs. Mongeau

- One section of her whiteboard is completely useless. They need to be replaced
- Broken window above the AC
- Very thankful for the books that she has been able to purchase and excited about the new curriculum
- A new projector is on her wish list
-

Science- Ms. Reeves

- Some of the white boards in her room need to be replaced
- She seems very happy to be at NV.

Ag- Mrs. Krafft

- She is very happy with her new lights and the exhaust
- She said that her dream is to get a metal muncher and she plans on applying for grant money to get that.

Library

- There is a hole by the AC unit.

Mrs. McKinney

- She did not have any real complaints. Her whiteboards also need replaced, but she has adjusted over the years to not use them.
- She was very happy with the new door in the FACS room.

Mr. Logemann

- He would like plastic put over his AC unit to stop cold air from coming in.
- He didn't think that the ceiling fan in his room worked.
- The light bulbs in the fan need to be replaced.

Nicole

- Cracks in the ceiling
- Seems to be a lot of misc. stuff in her room
- Things with Lidia are up and down. She says that Lidia is on her best behavior when Mr. Tharman is around.

High School Math Room

- We just looked at the Math room, but didn't get to talk to Mrs. Lowry since she was in LI.
- Her room looks nice. It has been recently painted and looks good.

Lidia

- New carpet in the office

Upstairs women's restroom

- Ceiling tile need replaced
- Locks on the stall doors would be nice
- There is a squishy spot on the floor next to the stalls

Weight room

- Talked to Mr. Nyland while he was in class with some of the boys. He said that the kids would love to have a leg press.
- Room looks good. Of course, they would love for it to be bigger

History/Government room

- Looks good with all of the extra stuff out of there.

Auditorium

- The stage looks better. There is still a lot of random stuff being stored there. Stuff needs to be organized better, thrown out or sold.
- Water stains on ceiling tiles
- Peeling paint
- There is one light with no cover

Girls Locker room

- Stall doors are too narrow and no locks
- One of the towel bars is loose. Can we just take it down?
- Thermostat needs a cover
- Can we organize the cage in the locker room so that it can be better utilized?

Boys locker room

- Need curtains for the toilet stalls
- Some tiles are loose in the shower
- One of the towel bars is loose.
- Mirror needs to be taken down and replaced with something more durable or unbreakable.

Gym

- Light coming in under the east door.
- Can we put some sort of padding behind the ladder to the crow's nest so it doesn't clang every time someone climbs up the ladder?

Ref's Room

- New carpet would be a huge improvement in there.

High School kitchen

- Can one of the kids be a “teacher’s aide” on the days that Becky is working alone?
- More storage
- It would be really helpful to raise the food prep island or get a new one that is taller
- Replace magnet on the fridge door so that it will stay closed.

High school (in general)

- Table and chairs in the hallway? Can these be moved somewhere else?
- Better organization of storage. Have assigned places that basketballs, breakfast cart, etc. go so that they aren’t making anyone else’s job more difficult by having to move stuff
- It looks like stuff is getting dumped in random places. A lot of the clutter could be eliminated by being picked up and thrown away.
- The chrome books were a popular topic for all the teachers. They are all eager to get them.
- There are lots of flies in the window sills.
- The teachers didn’t seem to have many complaints and were thankful that we take the time to do the walkthrough.



DECEMBER 2020 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: December 2020 Board Policy Updates

The KASB December 2020 policy updates are now available, which means the year 2020 is drawing to a close.

What a year it has been for school board members and school districts! As Charles Dickens stated in his Tale of Two Cities:

"It was the best of times, it was the worst of times, it was the age of wisdom, it was the age of foolishness, it was the epoch of belief, it was the epoch of incredulity, it was the season of Light, it was the season of Darkness, it was the spring of hope, it was the winter of despair, we had everything before us, we had nothing before us..."

On the other hand, Ralph Waldo Emerson put the challenges and opportunities of 2020 in perspective when he said, *"Bad times have a scientific value. These are occasions a good learner will not miss."*

KASB has posted this packet on the KASB's website under the Member Portal, Member Resources tab. The accompanying documents are the second set of 2020 policy updates to our KASB recommended policies. If you did not receive the June 2020 Policy Updates, they are also posted on our website under the KASB Member Portal.

These December 2020 policy recommendations include a few changes recommended to address COVID-19 issues. In the process of compiling these December 2020 policy recommendations, we reviewed a list of 51 board policies we posted on the KASB website in July 2020 when school districts were reviewing their reopening and operational plans in response to the COVID-19 epidemic.

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.

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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** this addition 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.

*We have also included two updated 2020 resources the NSBA Council of School Attorneys has provided on Annual Notices and Policies Required by Federal laws for your information.

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 L. 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

DECEMBER 2020 UPDATED KASB POLICIES AND FORMS

POLICY OR FORM CODE OR DESCRIPTION	RATIONALE FOR RECOMMENDED REVISION OR ADDITION	RECOMMENDED ACTION
EBBD (Evacuations & Emergencies) → Revised	This policy amendment adds “health or safety concerns” to the current list of reasons the superintendent may announce a school closing.	Review and adopt.
GAR (Communicable Diseases) → Revised	The language in this policy is updated to reflect current law, include the local health officer in the determination of whether an employee is no longer contagious, and add language that the employee may return to duty “at the expiration of any period of isolation or quarantine.”	Review and adopt.
JBE Education Pays → FORM DELETE	Delete outdated form.	
JBE (Waiver of Compulsory Attendance Form) → FORM - NEW	A waiver of compulsory attendance form has been added. Under KSA 72-3120 (b), a 16- or 17-year-old student is exempt from the compulsory attendance law once the student and parent attend a final counseling session to encourage the student to remain in school or pursue educational alternatives and a waiver is signed. This form is provided to document that the counseling session occurred, and the waiver was signed. This form also contains the most recent earnings data based on educational achievement.	Review
JGCA (Local Health and Wellness) → Revised Title change	In 2018 the State Board of Education adopted the Kansas Model Curricular Standards for Health Education for K-12 students. This policy edit adds “health” considerations to local wellness plans to address student health education. A summary of the health education standards is incorporated into the sample JGCA Health and Wellness Sample Plan	Review and adopt.
JGCA (Sample District Health and Wellness Plan) → FORM – REVISED	This sample Health and Wellness Plan has been edited to address the Kansas State Board of Education’s student health education standards which are currently	Review and adopt.

Title change	being taught and required by the Kansas State Board of Education	
JGCC (Communicable Diseases) → Revised	This change adds the local health officer to the list of individuals who determine if a student has a communicable disease and when a student is readmitted to classes. Also, flexible language is added to allow the district to readmit a student “at the expiration of any period of isolation or quarantine” without a medical certification. The changes to this student communicable disease policy are similar to the changes made in GAR above for employees.	Review and adopt.
JHCAA (Gang Intimidation) → Revised Title change	This policy change reflects concerns that the current language is too broad and may target certain racial and ethnic groups. Any gang related issues should focus on specific intimidation behaviors and not simply on student apparel or speech. These policy changes were made to reflect current criminal law on gang intimidation. If gang behaviors are not an issue in your schools, then the district has the option to delete this policy and address any gang behaviors under the district’s JDDC Bullying or dress code policies.	Review and adopt.
TOTAL =	Existing Policy Revisions 5 Existing Form Revision 1 Delete Form 1 New Form 1 TOC J TOC N	

Additional informational documents:

- Annual Notices 2020
- Policies required by Federal law 2020

EBBD Evacuations and Emergencies (See EBBF and JBH)

EBBD

If an emergency interferes with the normal conduct of school affairs, students may be dismissed from school only by the superintendent (or_____). A plan for emergency dismissal of students during the school day shall be developed by the superintendent and approved by the board. A copy shall be filed with the clerk, and procedures for dismissal shall be given to parents and students at the beginning of each school year.

School will not be dismissed early because of an emergency when the safety of students and teachers is better served by remaining at school.

During an emergency period when there is insufficient warning time, the district will keep all students under school jurisdiction and supervision. The staff shall remain on duty to supervise students during this time. Parents may come to school and pick up their children. Students shall be released according to board policy for release of students during the school day.

School-Closing Announcements

When the superintendent believes the safety of students is threatened by severe weather, health or safety concerns, or other circumstances, parents and students shall be notified of school closings or cancellations by announcements made over radio/TV station(s), (_____).

Bomb Threats

If there is a bomb threat or similar emergency, the principal shall see that students are escorted to a safe place. The principal shall notify law

enforcement agencies of the threat and request a thorough inspection of the buildings and grounds. Other contingencies as noted in the crisis plan shall be followed. If it is determined that no danger exists to the students' safety, and, if there is time remaining in the school day, school shall be resumed.

Planning for Emergencies

Each building principal shall develop appropriate emergency procedures which shall be included in the district's crisis plans. As appropriate, portions of the crisis plan developed shall be held in strict confidence by staff members having direct responsibility for implementing the plan.

Approved:

KASB Recommendation – 7/96; 4/07; 12/20

GAR Communicable Diseases

GAR

Whenever an employee has been diagnosed by a physician as having a communicable disease as defined in current regulation, the employee shall report the diagnosis and nature of the disease to the superintendent or the superintendent's designee so that a proper reporting may be made to the county or joint board of health as required by current law.

An employee afflicted with a communicable disease dangerous to the public health ~~may~~ be excluded from district owned or operated property ~~suspended from duty~~ for the duration of the contagiousness in order to give maximum health protection to other school employees and to students.

The employee shall be allowed to return to duty upon recovery from the illness, ~~or~~ when the employee is no longer contagious as authorized by the employee's physician or local health officer, or after the expiration of any period of isolation or quarantine.

The board reserves the right to require a written statement from the employee's physician or local health officer indicating that the employee is free from all symptoms of the communicable disease.

If a school employee has been diagnosed as having a communicable disease and the superintendent has been notified by the employee, the superintendent or the superintendent's designee shall determine whether a release shall be obtained from the employee's physician or local health officer before the employee returns to duty.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be made by the superintendent or the superintendent's designee based upon consideration of the physical condition of the employee and the following factors:

GAR **Communicable Diseases**

GAR-2

- the nature of the risk;
- the duration of the risk;
- the severity of the risk; and
- the probability that the disease will be transmitted or cause harm to the employee or to others who will share the same setting.

No information regarding employees with communicable diseases shall be released by school personnel without the employee's consent except as allowed ~~by to comply with~~ state or federal law.

Additional Certifications of Health

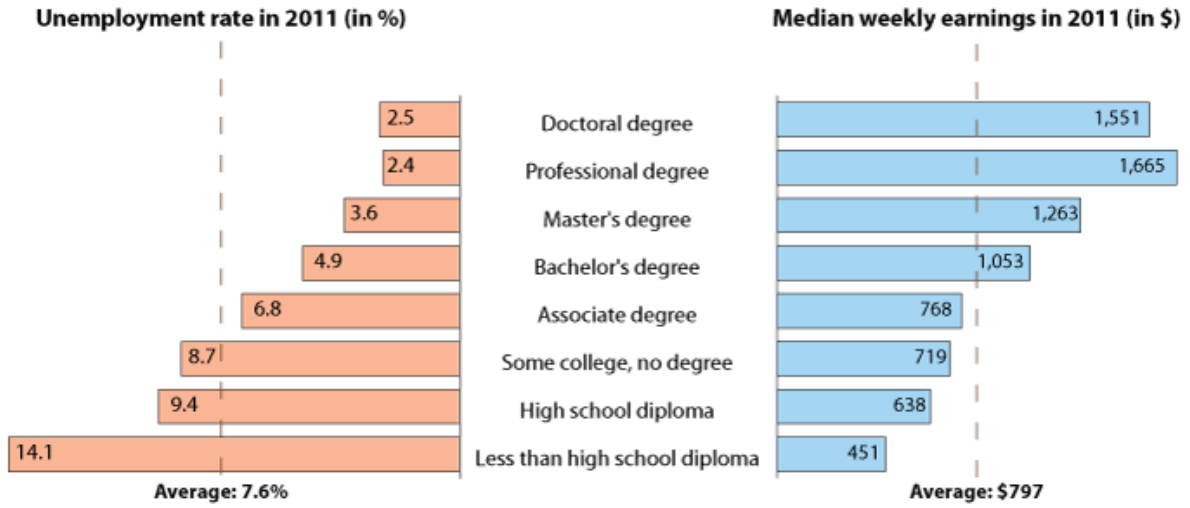
If at any time the board has reason to believe that an employee is suffering from an illness detrimental to the health of pupils, the board reserves the right to require such employee to provide the board with a new certificate of health in order to protect the health, safety, and welfare of the school's students.

Approved:

KASB Recommendation – 2/98; 6/01; 4/07; 10/12; 1/13; 12/20

DELETE

Education Pays



Source: Bureau of Labor Statistics, Current Population Survey

Waiver of Compulsory Attendance Form

I, (name of parent(s) or legal guardian), understand that pursuant to Kansas law, (name of student) is required to attend school until he/she receives a high school diploma or General Educational Development (GED) credential or reaches the age of 18, whichever occurs first.

Pursuant to K.S.A. 72-3120, as amended, Unified School District No. _____ encourages (name of student) to remain in school or to pursue an education alternative.

The school has informed me that the academic skills listed below have not been achieved by (name of student):

[List skills that have not been achieved.]

Based on information attached below, I understand the difference in future earnings power between a high school graduate and a high school drop out.

The school has indicated to me and to my child that (name of student) is encouraged to attend one of the following alternative educational programs:

[List available alternative educational programs.]

The undersigned hereby give(s) written consent to allow (name of student), who is [choose one] 16 17 years of age, to be exempt from the Kansas compulsory attendance requirement and state I/we have attended the final counseling session conducted by Unified School District No. _____ in which the above information was presented to us.

Signed: _____
Parent or Legal Guardian

Date: _____

Signed: _____
Student

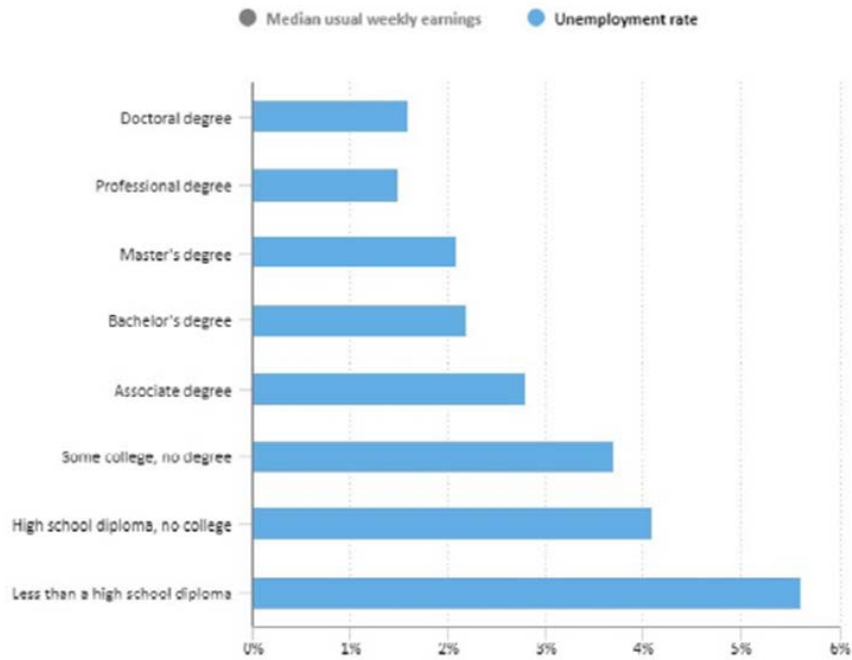
Date: _____

Approved:

KASB Recommended – 12/20

JBE TRUANCY

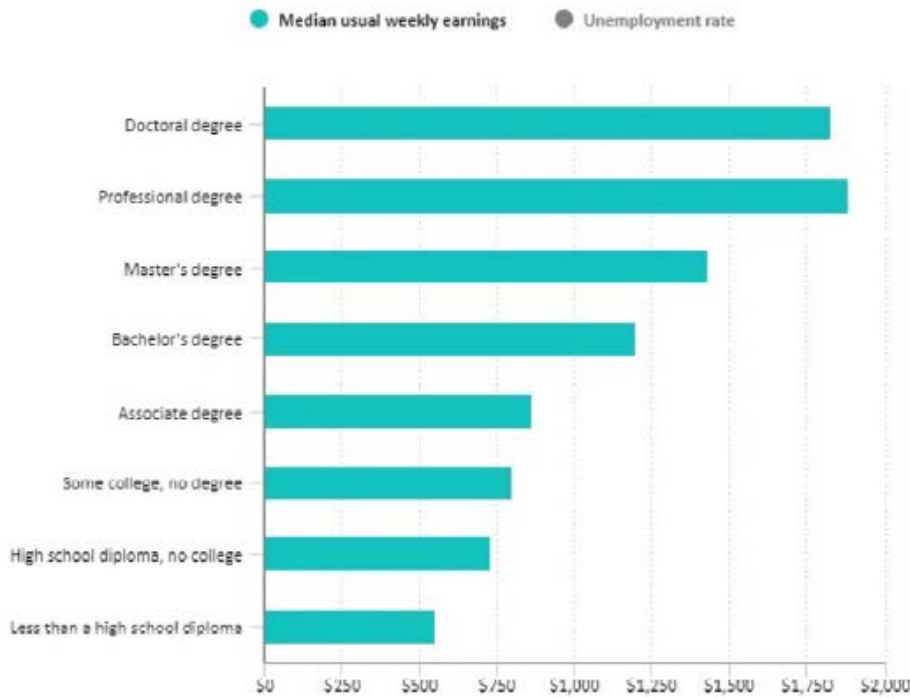
Median weekly earnings and unemployment rate by educational attainment, 2018



Click legend items to change data display. Hover over chart to view data.
 Note: Data are for persons age 25 and over. Earnings are for full-time wage and salary workers.
 Source: U.S. Bureau of Labor Statistics, Current Population Survey.



Median weekly earnings and unemployment rate by educational attainment, 2018



Click legend items to change data display. Hover over chart to view data.
 Note: Data are for persons age 25 and over. Earnings are for full-time wage and salary workers.
 Source: U.S. Bureau of Labor Statistics, Current Population Survey.



The board is committed to providing a school environment that promotes student health and wellness as part of the total learning experience for its students. To this end, the board shall promote and monitor a local health and wellness plan that includes methods to promote student health and wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal standards. The plan shall:

- Include goals for providing proper student nutrition promotion and education, physical activity, and other school-based activities designed to promote student wellness which are based on evidence-based strategies and techniques;
- Meet federal nutrition standards and guidelines for all foods and beverages provided to students in each school during the school day; ~~and~~
- Ensure standards and nutrition guidelines for all foods and beverages sold to students during the school day at each district school are consistent with the requirements of the School Breakfast Program, the National School Lunch Program, and the competitive food standards established pursuant to the National School Lunch Program;
- Provide students with opportunities to improve personal health and disease prevention;
- Develop essential health skills necessary to maintain and enhance personal and community health behaviors;
- Include goals for addressing student social and mental health needs;

- Develop skills to prevent injury; and
- Understand the effects and consequences of nicotine, alcohol, and drug use.

The Superintendent or designee shall be responsible for the implementation and oversight of this policy and plan to ensure each of the district's schools, programs, and curriculum is compliant with this policy, the plan, and existing law and regulations.

Each building principal or designee shall annually report to the superintendent or designee regarding compliance in his/her school. Staff members responsible for programs related to school health and wellness shall also report to the

~~JGCA Local Wellness JGCA-2~~

superintendent or designee regarding the status of such programs. The superintendent or designee shall then annually report to the board on the district's compliance with law, policy, and the district's plan related to school wellness.

Health and Wellness Committee

The board shall establish a health and wellness committee comprised of, but not necessarily limited to, at least one of each of the following: school board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher, and member of the public.

The health and wellness committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing, and periodically reviewing and updating a school health and wellness policy and plan that complies with law to recommend to the board for adoption.

The health and wellness committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity, and other school-based activities that promote student health and wellness as part of the policy and plan development and revision process.

The superintendent or designee and the health and wellness committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy and plan as part of a continuous improvement process to strengthen them and ensure proper implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:

~~JGCA Local Wellness JGCA-3~~

- The extent to which district schools are in compliance with law, policy, and its plan related to school health and wellness;
- The extent to which this policy and plan compare to model local health and wellness policies; and
- A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the district shall update or modify this policy and health and wellness plan based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; health and wellness goals are met; new health science, information, and technologies emerge; or new federal or state guidance or standards are issued.

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy and plan via the district website, student handbooks, newsletters, or other efficient communication methods. This annual notification shall include information on how to access the school health and wellness policy and plan; information about the most recent triennial assessment; information on how to participate in the development, implementation, and periodic review and update of the school health and wellness policy and plan; and a means of contacting health and wellness committee leadership.

Recordkeeping

The district shall retain records documenting compliance with the requirements of the school health and wellness policy, which shall include:

~~JGCA Local Wellness JGCA-4~~

- The written school health and wellness policy and plan;
- Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the school health and wellness policy and plan and any updates to these documents;
- Documentation of efforts to review and update the school health and wellness policy and plan, including who was involved in the review and methods used by the district to inform the public of their ability to participate in the review; and

- Documentation demonstrating the most recent assessment on the implementation of the school health and wellness policy and plan and notification of the assessment results to the public.

Approved:

KASB Recommendation—6/05; 4/07; 6/14; 12/15; 6/17; 12/20

(Sample Plan)

DISTRICT HEALTH AND WELLNESS PLAN

The board offers the following district health and wellness plan as a supplement to its health and wellness policy, JGCA. This plan reflects some of the board's elected methods to promote student health and wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal standards. This plan is periodically revised in accordance with policy JGCA. Questions concerning its contents may be directed to _____, president of the district's health and wellness committee at _____ or to the superintendent at _____.

NUTRITION PROMOTION AND EDUCATION

Designated instructional staff will integrate nutrition education into the district's sequential, comprehensive health education program. The program will be reviewed and updated, as appropriate.

Nutrition education will be interactive and will endeavor to provide students with the knowledge and skills needed to adopt healthy eating behaviors.

Nutrition education may be provided in school cafeterias, as well as in the classroom, with coordination between the food service personnel and teachers.

The district will provide appropriate training to the staff members responsible for providing nutrition education and training to students on strategies for promoting healthy eating behaviors.

Consistent nutrition messages will be disseminated throughout the district, schools, classrooms, cafeterias, homes, and community utilizing one or more of the following methods:

1. Handouts;
2. Posters and bulletin boards;
3. Postings on the district's website;
4. Articles and information provided in district or school newsletters;
5. Presentations that focus on nutritional value and healthy lifestyles;
6. Special programs that highlight aspects of nutrition education; and
7. News media.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

Lessons and Activities

District staff will develop and implement nutrition education lessons and activities for all grades that are appropriate to the student's age and developmental levels.

Instructional staff will be requested to integrate nutritional themes into daily lessons and activities, as appropriate, to complement the academic standards based on nutrition education. Nutritional themes may include, but are not limited to:

1. Knowledge of USDA dietary guidelines;
2. Sources and variety of foods;
3. Guide to a healthy diet, including snacks and the importance of breakfast;
4. Concepts of control and prevention of disease and nutritional deficiencies;
5. Use and misuse of dietary supplements;
6. Understanding calories;
7. Understanding and using food labels;
8. Essential nutrients and their relationship to physical performance and body composition;
9. Appreciating cultural diversity related to food and eating;
10. Recognizing appropriate serving sizes;
11. Safe food preparation, handling, and storage; and
12. Identifying and limiting junk food.

District staff members are expected to be supportive in helping students to practice the nutritional themes used in lessons and activities.

Family and Community Involvement

The superintendent or designee will be responsible for promoting family and community involvement in supporting and reinforcing nutrition education in the schools utilizing one or more of the following methods:

1. Nutrition education materials are sent home with students, posted in school buildings, and made available on the district's website;
2. Parents/Guardians are encouraged to send healthy snacks/meals to school;

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

3. Families are invited to attend any exhibitions of student nutrition projects or health fairs;
4. Nutrition education workshops and screening services may be offered;
5. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) may be established on the district's website to inform families about supplemental nutritional services available in the community;
6. Nutrition education curriculum may include homework that students can do with their families, such as:
 - a. Reading and interpreting food labels,
 - b. Reading nutrition-related articles, and
 - c. Preparing healthy recipes; and
7. School staff members will be encouraged to cooperate with other agencies and community groups to provide opportunities for student projects related to nutrition, as appropriate.

PHYSICAL ACTIVITY

Developmentally appropriate physical activities during the school day for students will be designed to achieve optimal health, wellness, fitness, and performance benefits, and may include the following:

1. Daily school-wide exercise program for students in which all students participate in their classrooms;
2. Physical activity breaks for students between lessons or classes, as appropriate; activities will be planned to maximize student participation;
3. Providing information to parents/guardians that encourages students' physical activity outside the school environment, such as outdoor play at home, sports, recreation programs, before and after-school programs, community programs, etc.;
4. Establishing guidelines governing the age-appropriate physical activity opportunities for students that will be provided in each school;
5. Offering and supervising walking programs for students on school property before school, at lunch, or after school;
6. Daily recess periods for elementary school students featuring time for unstructured but supervised active play;

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

7. Introducing physical activities other than competitive sports to students;
8. Organizing and supervising walking trains for students going to and coming home from school;
9. Programs conducted before and after school in district facilities providing developmentally appropriate physical activities to students in an effort to promote physical activity. Designated staff will meet with providers of before and after-school programs in district facilities to discuss and support opportunities for physical activity for attendees;
10. Sending students home with suggestions for physical activities for use by parents/guardians through:
 - a. Monthly suggested activity calendars,
 - b. Periodic information and updates,
 - c. Notices of family activity events taking place in the schools or community;
11. Promoting the use of school facilities by students and the community for physical activity, fitness, sports, and recreation programs offered by district schools and/or community-based organizations outside of school hours through:
 - a. Announcements,
 - b. Posted notices,
 - c. Newsletters,
 - d. District's website,
 - e. District's calendar,
 - f. News media.

PHYSICAL EDUCATION

Professional staff will provide physical education instruction that complies with the established curriculum and academic standards to ensure that students develop required skills and knowledge.

The physical education curriculum and program will be reviewed and updated, as appropriate.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

District schools will encourage all students to participate in physical education classes.

Physical education staff will utilize appropriate instructional strategies that provide meaningful inclusion of all students, regardless of skill or fitness level.

The district's physical education programs will:

1. Provide physical activity options and alternatives from a variety of categories such as outdoor, rhythmical, and lifetime;
2. Feature cooperative as well as competitive games;
3. Teach self-management skills as well as movement skills;
4. Actively teach cooperation, fair play, and responsible participation;
5. Promote participation in physical activity outside of school;
6. Endeavor to be an enjoyable experience for students;
7. Encourage lifelong participation in health-enhancing physical activities;
9. Attempt to create a positive learning environment in which students feel safe and supported; and
10. Utilize physical activities that are developmentally appropriate.

Suitably adapted physical education will be included, when practicable, as part of a student's IEP, Section 504 Plan, or accommodation when chronic health problems, disabling conditions, or other special needs preclude such student's participation in regular physical education instruction or activities. Documented medical conditions and disabilities will be accommodated in accordance with the applicable IEP or Section 504 Plan.

An annual assessment and inventory of equipment, facilities, and resources used for physical education courses will be made by physical education staff. Equipment, facilities, and resources determined to be obsolete, out-of-date, unusable, or unsafe will be reported for disposition.

Physical education staff will attend professional development opportunities and inservice programs, in accordance with board policy.

District schools will discourage the withholding or use of physical education solely as a form of punishment.

Student physical activity on school grounds during school hours will be supervised to enforce safety rules and to attempt to prevent injuries.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

Building administrators are encouraged to notify district staff that physical activity (e.g., recess) will not be used or withheld as a form of punishment;

Assessment

A local assessment system may be implemented to track student progress on the Health and Physical Education academic standards. Course grades will be awarded in the same manner grades are awarded in other subject areas and will be included in calculations of grade point average, class rank, and academic recognition programs.

Family and Community Involvement

To promote family and community involvement in supporting and reinforcing physical education in the schools, the building principal or designee will be responsible for ensuring that:

1. Physical education activity ideas are sent home with students;
2. Parents/Guardians are actively encouraged to promote their child's participation in the school's physical education programs and any after-school activities through information distributed by the school;
3. Families are invited to attend and participate in physical education activity programs and health fairs when held;
4. Physical education curriculum may include homework that students can do with their families.
5. School staff is encouraged to consider student preferences and interest when developing physical education programs.
6. School staff is encouraged to work with local recreation agencies and community organizations to provide opportunities for students to participate in physical activity programs outside of school.

OTHER SCHOOL BASED ACTIVITIES

Drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal regulations.

1. Students shall be provided a clean and safe meal environment.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

2. District administrators may consider offering alternative service models to increase school breakfast participation, such as breakfast served in the classroom and “grab & go breakfast” to reinforce the positive educational, behavioral, and health impacts of a healthy breakfast.
3. Students shall have access to hand washing or sanitizing before meals and snacks.
4. { } Access to the food service operation shall be limited to authorized staff.
5. { } Nutrition content of school meals shall be available to students and parents/guardians upon request.
6. { } The district shall provide appropriate training to staff on the components of the school health and wellness policy and plan.
7. { } Fundraising projects submitted for approval shall be supportive of healthy eating and student health and wellness or at least neutral on that topic.
8. { } The district shall support the efforts of parents/guardians to provide a healthy diet and daily physical activity for children by communicating relevant information through various methods.
9. { } _____ other.

FUNDRAISERS

Fundraising projects must be submitted for district approval in accordance with district policy. School fundraising activities will be approved with consideration of the following:

1. Fundraising activities held during the school day involving the sale of food or beverages will be limited to foods that meet the USDA Smart Snacks in School nutrition standards, unless an exemption is approved by the building principal;
2. Availability of any food or beverage items sold as part of a fundraising activity will be restricted until at least thirty (30) minutes after the last lunch period;
3. Fundraising activities that promote physical activity will be encouraged; and
4. District staff members are encouraged to select foods and beverages which are low in sugar and fat content to be sold as part of any fundraisers for school sponsored activities, programs, or events outside of the school day.

For purposes of this regulation, school day means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

Copies of this administrative regulation will be available in the central office and will be distributed to activity sponsors, student treasurers of school activities, and other interested individuals and groups.

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

NUTRITION GUIDELINES FOR ALL FOODS/BEVERAGES AT SCHOOL

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

Competitive Foods

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts, and fundraisers conducted during the school day.

Competitive foods are defined as foods and beverages offered or sold to students on school campus during the school day, which are not part of the reimbursable school breakfast or lunch.

For purposes of this policy, school campus means any area of property under the jurisdiction of the school that students may access during the school day.

For purposes of this policy, school day means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.

Non-Sold Competitive Foods

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives: (CHOOSE ONE OF THE OPTIONS BELOW)
 - a. { } Foods and beverages shall not be used as a reward or incentive in district schools.
 - b. { } Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).
 - c. { } _____ other.
2. Classroom Parties and Celebrations: (CHOOSE ONE OR MORE OF THE OPTIONS BELOW)
 - a. { } Only non-food based parties and celebrations shall occur on the school campus during the school day in district schools.
 - b. { } Classroom parties/celebrations with food/beverages shall be limited to no more than one (1) per month in each classroom.
 - c. { } Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.
 - d. { } Classroom parties shall offer a minimal amount of foods (maximum 2-3 items) containing added sugar as the primary ingredient (e.g., cupcakes, cookies) and will provide the following:
 - Fresh fruits/vegetables; and
 - Water, 100 percent juice, 100 percent juice diluted with water, low-fat milk, or nonfat milk.
 - e. { } When possible, foods/beverages for parties and celebrations shall be provided by the food service department to help prevent food safety and allergy concerns.
 - f. { } Food celebrations shall not occur until thirty (30) minutes after the end of the last lunch period.
 - g. { } _____ other.
3. Shared Classroom Snacks:

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

- a. { } Shared classroom snacks are not permitted in district schools
- b. { } _____ other.

The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbook, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.

Exclusive competitive food and/or beverage contracts shall be approved by the board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.

SAFE ROUTES TO SCHOOL

District schools may provide appropriate instruction on walking and bicycling safety to students.

To make walking and biking to school safer and easier for students, improvements to school zone traffic safety may be made by:

1. Developing drop-off and pick-up procedures and informing students, parents/guardians, and district staff by means of:
 - a. Publication in handbooks²;
 - b. Reminders to parents/guardians in the form of letters or emails at the start of each school term and as necessary throughout the school year²;
 - c. Presentation at a student assembly²;
 - d. Presentation at a parents meeting² and/or
 - e. Posting of notice/signs.
2. Designating a drop-off and pick-up zone to discourage traffic congestion in front of schools;

JGCA DISTRICT HEALTH AND WELLNESS PLAN

(Sample Plan)

3. Conducting regular traffic safety training for school personnel, volunteers, and students who drive to school;
4. Encouraging carpooling to alleviate traffic congestion in front of schools;
5. Staggering school arrival and dismissal times for different grades to minimize the flow of traffic; and
6. Using a designated employee, parent/guardian, or volunteer at drop-off locations to open the student's door and expedite the drop-off process.

Designated school personnel, police, and volunteers may periodically evaluate drop-off and pick-up conditions and provide safety information and instruction to drivers.

The Superintendent or designee may meet periodically with local municipality officials, law enforcement, and community organizations to develop, evaluate, and maintain safe routes to school.

In cooperation with the local ordinances and laws, physical improvements such as curb striping and signage revision may be made to the school's drop-off and pick-up zones and/or parking and stopping spots.

PERSONAL AND COMMUNITY HEALTH

The district will provide a framework to educate, support, and promote health enhancing behaviors and programs for students levels. Research demonstrates that healthy students do better in school and score higher on achievement tests. Parents should be involved with the health education provided to their students. Students will be provided opportunities to learn and understand personal health, prevention and control of disease, the dangers of substance use, abuse and additions, mental and emotional health, injury prevention and safety, and community health needs which may include:

- Major body systems, functions, and relationships between systems;
- Healthy personal hygiene habits;
- Importance of personal health and seeking health care;
- Value of and recommended sleep amounts;
- Health and unhealth habits;
- Leading causes of death and risk behaviors;
- Disease prevention skills;
- Communicable and noncommunicable diseases;
- Relationship between nutrition, exercise, and disease prevention;

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(Sample Plan)

- Structure and functions of the immune system;
- Drug types and dangers of alcohol, tobacco, and other illegal drugs;
- Refusal skills;
- Physical and psychological addictions;
- Cumulative risk behaviors;
- Addictive substances and effect on health;
- Personal strategies for drug free living;
- Communicating care, consideration, and respect;
- Developing stress management skills;
- Avoiding negative self-talk, self-harm, and suicide;
- Developing positive body image and self esteem;
- Expressing feelings, wants and needs in a health manner;
- Role of the individual in maintaining a healthy community;
- Local community health needs, issues, and events; and
- Opportunities to develop and maintain a healthy community.

Approved:

KASB Recommendation – 12/20

Any student noted by a physician, or the school nurse, or local health officer as having a communicable disease may be ~~excluded~~required to withdraw from school for the duration of the illness. 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 local health officer, or after the expiration of any period of isolation or quarantine.

The board reserves the right to require a written statement from the student's physician or local health officer indicating that the student is free from all symptoms of the disease.

If a student is absent from regular classes for more than three consecutive days or the principal has been notified that a student has or is suspected of having a communicable disease, the principal shall determine whether a release shall be obtained from the student's physician or local health department 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 child's medical condition, the child's educational needs ~~behavior and neurological development~~, and the expected type of interaction with others in the educational setting. Final decisions will be made by school administration after receiving input from the student's physician, public health personnel, the student's parent or guardian, and personnel associated with the proposed care or educational setting.

Approved:

KASB Recommendation – 7/96; 6/01; 4/07; 12/15; 12/20

JHCAA ~~Gang Activity Intimidation~~ (See JCAC, JCDA, JCDBB and JDD)

JHCAA

Gang ~~activities which intimidation is the communication of any threat of personal injury to another, actual personal injury to another, or any threat of or actual damage to another's property. Gang intimidation threaten the safety or well-being of persons or property on school grounds owned or operated property; or~~ at school ~~sponsored~~ activities, ~~programs, or events,~~ or which disrupt the school environment ~~are is~~ prohibited.

~~The superintendent shall establish procedures and regulations for~~ ~~Disciplinary action~~ ~~may to~~ be taken against any student ~~for participating in gang intimidation wearing, carrying, or displaying gang paraphernalia, or exhibiting behavior or gestures which symbolize gang membership,~~ or causing and/or participating in gang-related activities ~~on school owned or operated property or at school-sponsored activities, programs, or events.~~ District staff may be provided in-service training ~~regarding in~~ gang behavior and characteristics to facilitate identification of students involved in gang activities.

Approved:

KASB Recommendation – 7/96; 4/07; 12/15; 12/20

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Emily Lowry
1369 West Highway 36
Prairie View, KS 67664

February 2, 2021

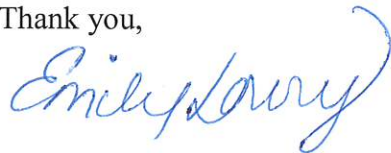
Northern Valley Schools
Bryant Street
Almena, KS 67664

Subject: Assistant Junior High Girls' Volleyball Coach

Dear Northern Valley School Board:

Please accept this letter as notice of my resignation from the position of Assistant Junior High School Girls' Volleyball Coach. I have really enjoyed the opportunity to work with the girls for the last five years and with Coach Lacey Hansen for the last two years. This decision was not easy to make but I feel that it is in my best interest to discontinue as I will have a high school boy running cross country next year and he will compete on the same nights as junior high volleyball.

Thank you,



Emily Lowry



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

February 9, 2021

Ken Tharman
Northern Valley USD 212
PO Box 217
Almena, KS 67622

RE: Exterior Building Repairs
Northern Valley Elementary – Almena

Dear Mr. Tharman:

Attached is our proposal for the work to be performed on the Northern Valley Elementary project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Womeldorff
Estimator / Project Manager
Cell: (620) 215-3824
clint_womeldorff@midcontinental.com

CW/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

February 9, 2021

From: Clint Womeldorff, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 215-3824 email: clint_womeldorff@midcontinental.com

To: Ken Tharman, Northern Valley USD 212, PO Box 217, Alma, KS 67622
email: ktharman@usd212.com

Subject: Exterior Building Repairs

Job Name: Northern Valley Elementary – 512 W Bryant, Alma, KS 67622

BASE BID: MISCELLANEOUS MASONRY REPAIRS TO ALL ELEVATIONS INCLUDING THE NEWER ADDITION

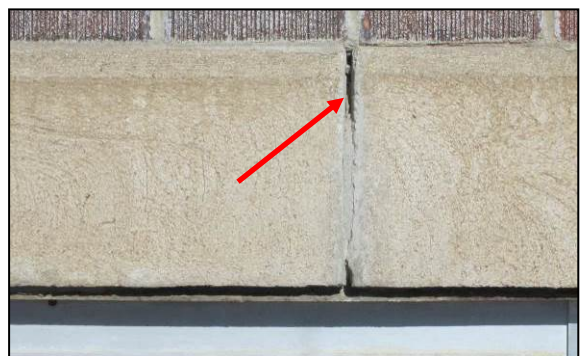


Northern Valley

- (1) All masonry surfaces shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (2) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth $\frac{1}{4}$ -inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (4) The vertical head joints between all stone sills and stone band joints shall be cut back a minimum of $\frac{1}{2}$ -inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.



- (5) All existing expansion and control joints shall be removed of existing sealant. Where necessary, new backer rod shall be installed to within $\frac{3}{8}$ -inch of the joint face and the joint shall then be resealed utilizing a polyurethane rubber sealant, tooled to a neat, watertight condition and matching the mortar joints in color as closely as possible.



- (6) The perimeter of all window and door frames (masonry-to-frame joints) shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent window / door trim or adjacent mortar joints as closely as possible.
- (7) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (8) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (9) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (10) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard**. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (11) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (12) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:
SEVENTY-TWO THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS
The above price shall be valid for a period of sixty (60) days

\$72,665.00

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If **BASE BID** is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a *Project Exemption Certificate Form PR-74*, prior to ordering materials or beginning the project. To apply for a *Project Exemption Certificate (PR-74)* please complete the attached application *Form PR-76* and fax it to (785) 296-7928, as listed on the form. You can also find additional information and request the certificate online at <http://www.ksrevenue.org/pecwelcome.html>. Once the state sends you the *Project Exemption Certificate (PR-74)*, please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your *Sales and Use Tax Entity Exemption Certificate Form PR-78RO* or the Kansas Exemption Number shown on the *Certificate PR-78RO*. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDICATION THEREOF.

EXHIBIT "A"
TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue Date
915 SW Harrison St., Room 230
Topeka, KS 66612-1588

Office of Policy and Research
Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? Yes No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? Yes No

(E) A. Is this project being totally financed by industrial revenue bonds? Yes No

B. Is this project being partially financed by industrial revenue bonds? Yes No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____

(H) Estimated completion date: _____

(I) Estimated project cost: _____

(J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

February 9, 2021

Ken Tharman
Northern Valley USD 212
PO Box 217
Almena, KS 67622

RE: Exterior Building Repairs
Northern Valley Middle School – Long Island

Dear Mr. Tharman:

Attached is our proposal for the work to be performed on the Northern Valley Middle School project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Womeldorff
Estimator / Project Manager
Cell: (620) 215-3824
clint_womeldorff@midcontinental.com

CW/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

February 9, 2021

From: Clint Womeldorff, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 215-3824 email: clint_womeldorff@midcontinental.com

To: Ken Tharman, Northern Valley USD 212, PO Box 217, Almena, KS 67622
email: ktharman@usd212.com

Subject: Exterior Building Repairs

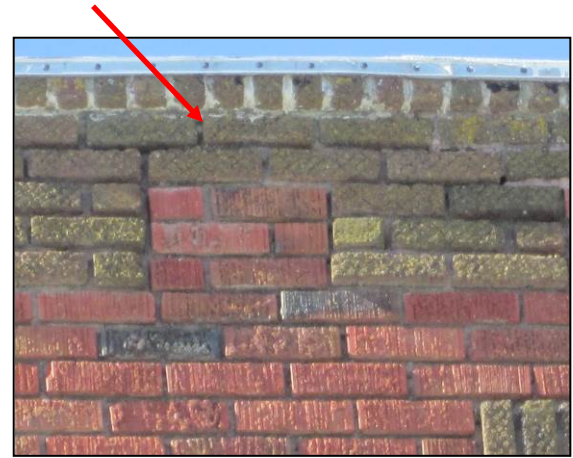
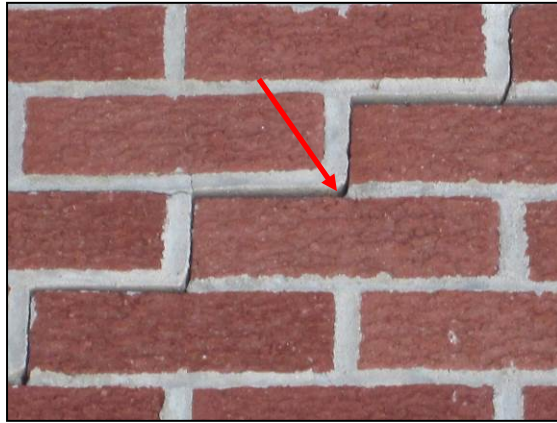
Job Name: Northern Valley Middle School – 627 W Washington Ave, Long Island, KS 67647

BASE BID: MISCELLANEOUS MASONRY REPAIRS TO ALL ELEVATIONS



- (1) All masonry surfaces shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (2) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth ¼-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.

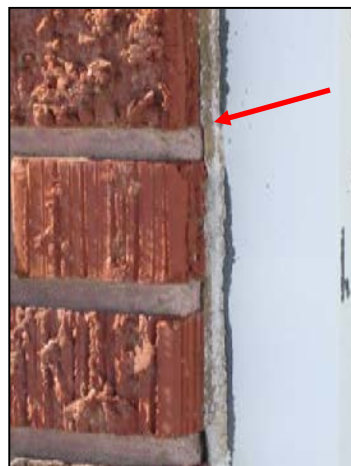
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (4) All mortar joints shall be carefully inspected and those found to have voids, cracks or openings greater than 1/64th inch in width or those found to be eroded more than 1/4-inch in depth, shall be cut back to a depth of two times the joint width, but in no case deeper than 1-inch, and shall then be cleaned of all loose and foreign debris with air and/or water pressure.



- (5) The perimeter of all window and door frames (masonry-to-frame joints) shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent window / door trim or adjacent mortar joints as closely as possible.



- (6) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer’s recommendations.
- (7) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (8) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor’s equipment.
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We shall accomplish the above outlined work for the sum of:
SIXTY-SIX THOUSAND, SIX HUNDRED TWENTY-FIVE DOLLARS **\$66,625.00**
The above price shall be valid for a period of sixty (60) days

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If BASE BID is accepted, please sign here: **Mid-Continental Restoration Co., Inc.**

By: _____
 Owner/Owner Representative Dated

By: _____
 Contractor Dated

TAXES

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TERMS & CONDITIONS

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Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

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Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? Yes No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? Yes No

(E) A. Is this project being totally financed by industrial revenue bonds? Yes No

B. Is this project being partially financed by industrial revenue bonds? Yes No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____

(H) Estimated completion date: _____

(I) Estimated project cost: _____

(J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

February 9, 2021

Ken Tharman
Northern Valley USD 212
PO Box 217
Almena, KS 67622

RE: Exterior Building Repairs
Northern Valley High School – Almena

Dear Mr. Tharman:

Attached is our proposal for the work to be performed on the Northern Valley High School project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Womeldorff
Estimator / Project Manager
Cell: (620) 215-3824
clint_womeldorff@midcontinental.com

CW/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

February 9, 2021

From: Clint Womeldorff, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 215-3824 email: clint_womeldorff@midcontinental.com

To: Ken Tharman, Northern Valley USD 212, PO Box 217, Alma, KS 67622
email: ktharman@usd212.com

Subject: Exterior Building Repairs

Job Name: Northern Valley High School – 512 W Bryant, Alma, KS 67622

BASE BID: MISCELLANEOUS MASONRY REPAIRS TO ALL ELEVATIONS



- (1) All masonry surfaces shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.

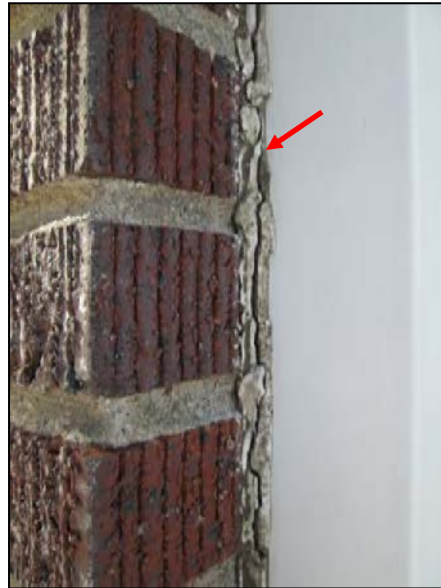
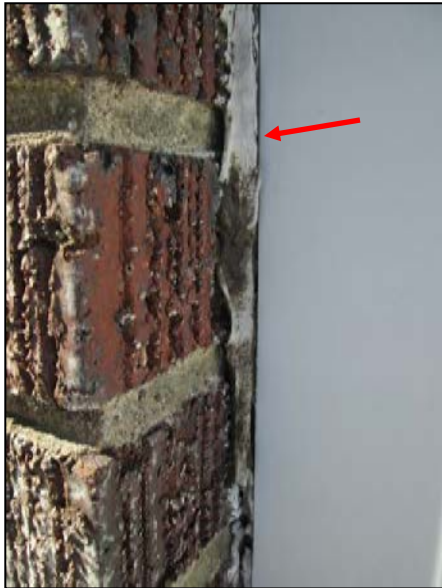
- (2) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth $\frac{1}{4}$ -inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (4) The vertical head joints between all stone sills and stone band joints shall be cut back a minimum of $\frac{1}{2}$ -inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.



- (5) The perimeter of all window and door frames (masonry-to-frame joints) shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent window / door trim or adjacent mortar joints as closely as possible.



- (6) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer’s recommendations.
- (7) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (8) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor’s equipment.
- (9) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard.** Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (10) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (11) For complete insurance coverage, see **Exhibit “A”** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit “A”**.

We shall accomplish the above outlined work for the sum of:
SIXTY-FIVE THOUSAND, FOUR HUNDRED EIGHT DOLLARS **\$65,408.00**
The above price shall be valid for a period of sixty (60) days

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If **BASE BID** is accepted, please sign here: **Mid-Continental Restoration Co., Inc.**

By: _____
 Owner/Owner Representative Dated

By: _____
 Contractor Dated

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a *Project Exemption Certificate Form PR-74*, prior to ordering materials or beginning the project. To apply for a *Project Exemption Certificate (PR-74)* please complete the attached application *Form PR-76* and fax it to (785) 296-7928, as listed on the form. You can also find additional information and request the certificate online at <http://www.ksrevenue.org/pecwelcome.html>. Once the state sends you the *Project Exemption Certificate (PR-74)*, please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your *Sales and Use Tax Entity Exemption Certificate Form PR-78RO* or the Kansas Exemption Number shown on the *Certificate PR-78RO*. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDIATION THEREOF.

EXHIBIT "A"
TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue Date
915 SW Harrison St., Room 230
Topeka, KS 66612-1588

Office of Policy and Research
Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? Yes No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? Yes No

(E) A. Is this project being totally financed by industrial revenue bonds? Yes No

B. Is this project being partially financed by industrial revenue bonds? Yes No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____

(H) Estimated completion date: _____

(I) Estimated project cost: _____

(J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____

State mileage rate decreases to 56 cents

State and federal mileage rates for privately-owned vehicles are posted on the [School Finance homepage](#) under Guidelines and Manuals. Effective January 1, 2021, both the state and federal reimbursement rates are 56 cents per mile. Remember, the mileage rate used between July 1, 2020, and December 31, 2020, was set at 57.5 cents.

New: *Effective January 1, 2021*, the state rate was decreased by 1.5 cents to 56 cents per mile. Per the requirements of K.S.A. 75-3203a, the Department of Administration has adjusted the rates for mileage reimbursement for the remainder of FY 2021.

Repeat from last week: The federal mileage reimbursement rate also decreased to 56 cents per mile - Dec 31, 2020 - IRS issues standard mileage rates for 2021: <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021>

A local board of education can decide to reimburse teachers/parents at a rate other than the state rate. If the mileage rate your district reimburses exceeds the federal mileage rate, there are tax consequences.