



Monday, June 14, 2021
USD #333 USD333 Board of Education Regular Meeting

**AGENDA FOR UNIFIED SCHOOL DISTRICT NO. 333
CLOUD COUNTY, KANSAS**

6:00 PM

USD #333 Board of Education Administrative Offices, 217 W. 7th St., Concordia, KS 66901

A. OPENING ITEMS

1. Members Present
2. Call To Order
3. Pledge of Allegiance

B. CONSENT ITEMS

1. Adopt Agenda for Meeting
2. Approval of Minutes
3. Accept Gifts and Donations
4. Approval of Encumbrances as listed in the Superintendent's Report
5. Approval of Financial/Treasurer's Report/CapitalOne
6. Vote on Consent Items

C. PUBLIC COMMENTS

D. STUDENT/PATRON PARTICIPATION/RECOGNITION

E. INFORMATION/UPDATE/COMMUNICATION

1. Set Soft Close Date June 24
2. Property Casualty Insurance
Property Casualty 2021-2022

4

3. End of Year Reports for CES, CMS, CJSHS, LCNCK

EOY Report CES 20-21
EOY Report CJSHS 20-21
EOY Report CMS 20-21
EOY Report LCNCK 20-21

6

4. Facility Planning Update
USD 333 Election Timetable November 2021 update6-14-21
City of Con Agenda 061621

8

9

F. EXECUTIVE SESSION

BOARD OF EDUCATION POLICY BCBK Executive Session
(See BBBB, BE, CN, CNA, ECA, IDAE, II, JRB and KBA)

The board shall conduct

executive sessions only as provided by law.

Sample Motions (NEW) Effective July 1, 2017 Updated 3-12-18

1. Personnel

I move that the board go into executive session in the East Board Office Conference Room at __: __ pm for the purpose of personnel matters for nonelected personnel; To protect the privacy interests of an identifiable individual. The board will return to the open meeting at _____ o'clock in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent. * Justification: To protect the privacy interests of an identifiable individual.

2. Attorney Client Privilege

I move that the board go into executive session in the East Board Office Conference Room at __: __ pm for the purpose of consultation with an attorney which would be deemed privileged in attorney-client relationship; To protect attorney-client privilege and the public interest. The board will return to the open meeting at _____ o'clock in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent and Donna Whiteman, KASB Attorney via Conference Call.

* Justification: To protect attorney-client privilege and the public interest.

3. Employee Relations

I move that the board go into executive session in the East Board Office Conference Room at __: __ pm for the purpose of matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency. To protect the district's right to confidentiality of its negotiating position and the public interest. The board will return to the open meeting at _____ o'clock pm in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent.

* Justification: To protect the district's right to confidentiality of its negotiating position and the public interest.

4. Partnerships

I move that the board go into executive session in the East Board Office Conference Room at __: __ pm for the purpose of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships; To protect the privacy rights of a corporation, partnership, trust, etc., with regard to their financial affairs. The board will return to the open meeting at _____ o'clock pm in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent.

* Justification: To protect the privacy rights of a corporation, partnership, trust, etc. with regard to their financial affairs.

5. Student Relations

I move that the board go into executive session in the East Board Office Conference Room at __: __ pm for the purpose of matters relating to actions adversely or favorably affecting a person as a student, except that any such person shall have the right to a public hearing if requested by that person; The board will return to the open meeting at _____ o'clock pm in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent. * Justification: To protect the privacy rights of a student who is identifiable.

6. Acquisition of Real Property

I move that the board go into executive session in the East Board Room at __: __ pm for the purpose of Preliminary discussion relating to the acquisition of real property; The board will return to the open meeting at _____ o'clock pm in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent.

* Justification: To protect the district's financial interest and bargaining position.

7. Security

I move that the board go into executive session in the East Board Room at __: __ pm for the purpose of matters relating to the security of the board, the school, school buildings or facilities, or the information system of the school. The board will return to the open meeting at _____ o'clock pm in the Board Office Meeting Room. The board would like to invite Quentin Breese, Superintendent.

* Justification: To insure the security of the school, school buildings or facilities and/or the information system of the school are not jeopardized. *Explanation of reason for executive session.

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G. BOARD ACTION ITEMS

1. Reading Curriculum
Krystal Breese
K-11 Proposal 10
2. Extended School Year Staff Lists CAP, Food Service, Transportation, LCNCK
3. Approve 2021-2022 Milk Bid
21-22 Milk Bids
4. Approve 2021-2022 Meal Prices
21-22 Meal Price Proposals
5. June 2021 Board Policy Updates
June 2021 KASB POLICY UPDATES Word combined w track changes and FS change 37

H. CERTIFIED and CLASSIFIED PERSONNEL

1. 1. New Hires/Transfers/Resignations/Terminations of **CERTIFIED STAFF** for 2021-2022 School Year (if needed)
Certified LIST2 June 2021 130
2. New Hires/Transfers/Resignations/Terminations of **CLASSIFIED STAFF** for 2021-2022 School Year (if needed)
Classified LIST2 June 2021 132
3. Negotiated Agreement
21-22 Negotiated Agreement Draft 133
4. Classified Staff Compensation

I. ADJOURN



Kansas Educational Risk Management Pool, LLC
Property/Casualty/Boiler Program
July 1, 2021 to July 1, 2022

District: Concordia USD 333

Property Deductible: \$5,000 AOP; \$5,000 Wind/Hail

Fixed Costs	2021-2022 Renewal
Reinsurance Package*	\$13,226.15
Reinsurance Excess Property* – Everest \$5M part of \$10M Quota Share	\$13,776.55
Reinsurance Excess Property* – Lloyd's \$5M part of \$10M Quota Share	\$15,801.23
Reinsurance Excess Property – Travelers	\$27,140.28
Reinsurance Excess Property* – Chubb Bermuda	\$1,823.37
Boiler & Machinery	\$1,010.75
Cyber Liability* - \$2,000,000 Limit / \$10,000 Deductible	\$14,290.15
Gallagher Crisis Response*	\$1,276.96
Gallagher Risk Management Fee	\$6,453.71
KASB Endorsement	\$2,689.04
KASB Local Agent Fee	\$9,680.56
Gallagher Bassett Claims Administration Fee	\$644.38
Gallagher Bassett Loss Control Fee	\$1,000.00
KERMP Program Management Operating Fee	\$2,000.00
Total Fixed Costs	\$110,813.13

*Includes 6% Surplus Lines Tax

Variable Costs	2021-2022 Renewal
Loss Fund	\$12,744.54
KS State Tax (1% of Non-Insurance Expenses)	\$414.88
Annual Disappearing Deductible Funding	\$6,275.93
Total Program Contribution on a Maximum Cost Basis	\$130,248.48

Adjustments	Amount
2020-2021 Property Appraisal	\$1,627.12
Total Adjustments	\$1,627.12

Total Amount Due for July 1, 2021-2022	\$131,875.60
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Please Note: This is not an invoice

Kansas Educational Risk Management Services, Inc. (KERMP)
Coverage Summary Outline
Effective July 1, 2021 to July 1, 2022

Coverage	Limits, Deductibles/Retentions
Property	Limits of Coverage In Any One Occurrence
Reinsurance Carriers = Underwriters at Lloyd's, London; Everest Indemnity Insurance Company; Travelers Indemnity Company; Underwriters at Lloyd's, London (Chubb Bermuda)	\$300,000,000 Loss Limit of Coverage Buildings: Included in Loss Limit of Coverage Personal Property: Included in Loss Limit of Coverage \$1,000,000 Business Income for any One Member \$25,000,000 Earthquake \$25,000,000 Flood Auto Physical Damage - Included \$350,000 Self-Insured Retention Property Maintenance Deductible Varies by Member \$1,000 APD Deductible Valuation = Replacement Costs
General Liability	Per Occurrence
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Occurrence \$4,000,000 General Aggregate \$2,000,000 Personal & Advertising Injury Limit - Any One Person or Organization \$4,000,000 Products/Completed Operations Aggregate \$1,000,000 Damage to Premises Rented to You - Any One Person \$5,000 Medical Expense - Any One Person \$100,000 Self-Insured Retention
Employee Benefits Liability	Claims Made
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Employee \$4,000,000 General Aggregate \$100,000 Self-Insured Retention \$1,000 Deductible Retroactive Date - Full Prior Acts
Sexual Abuse Liability	Claims Made
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Act Limit - Each Member \$4,000,000 General Aggregate \$100,000 Self-Insured Retention \$2,500 Member Maintenance Deductible Retroactive Date = Varies by District Member
School Board Liability & Employment Practices Liability	Claims Made
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Claim Limit per Member \$4,000,000 Per Member Aggregate Limit \$100,000 Self-Insured Retention Retroactive Date = Full Prior Acts
Auto Liability	Per Occurrence
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Occurrence Limit per Member \$5,000 Auto Medical Payments \$1,000,000 Uninsured/Underinsured Motorist \$100,000 Self-Insured Retention
Law Enforcement Liability	Per Occurrence
Reinsurance Carrier = Underwriters at Lloyd's, London	\$2,000,000 Each Occurrence Limit per Member \$4,000,000 General Aggregate \$100,000 Self-Insured Retention
Crime	Per Occurrence
Reinsurance Carrier = Underwriters at Lloyd's, London	\$900,000 Employee Theft - Per Employee Coverage \$900,000 Forgery or Alteration \$900,000 Inside The Premises - Theft of Money and Securities \$900,000 Inside The Premises - Robbery or Safe Burglary of Other Property \$900,000 Outside the Premises \$900,000 Computer Fraud \$900,000 Funds Transfer Fraud \$900,000 Money Orders and Counterfeir Money \$100,000 Self-Insured Retention



USD 333 BOE

LCNCK Updates

6/14/2021

BUDGET

USD 333 Approved Budget \$26,646,626

USD 333 is 43.82%
of LCNCK

LCNCK Assessment Pymt \$ 911,257
 State Aid USD 108 \$ 1,027,366
 Total Expenditures: \$ 1,938,623 (31% of LCNCK budget)

Special Education State Average

14.9%

USD 108	82=24.7% 9=2.71%
USD 109	111=21.26% 8=1.53%
USD 224	52=15.95% 5=1.53%
USD 333	165=14.37% 24=2.09%
USD 426	40=19.32% 8=3.86%
LCNCK	IDEA: 450=17.75% GIFTED: 54=2.13%

USD 333 SPED Staffing

Certified (12.8)

Early Childhood .8
 Elementary/middle 6
 Jr/Sr High 6

Classified (25)

Elementary/middle 17
 Jr/Sr High 8

LCNCK FTE	19-20	20-21
Certified	44.24	44.85
Classified	73.16	70.8

Instructional Supports

- Intensive Reading
- Behavioral Supports
- SPED 101 for new/waiver teachers
- Transition Planning
- Transition 14 & up
- Transition Assessment Training
- VB Mapp Training
- Para Professional PD

Staffing Supports

- Instructional/Behavioral Coaching
- Behavioral Support Staff
-student/staff support
-2 behavioral support paras
- Supports for new/waiver
- Goal'd Award
- Newsletter





Areas for continued growth...

- Parent advocates have increased which can make IEP team meetings uncomfortable
- Education regarding Transition Supports to our students 14 & up
 - more complaints in area of focus on graduation and not transition
 - holding off on transition while waiting for graduation requirements to be met (too much focus on credits
 - areas of need should be met across all levels
- Behavior supports for students are more significant and are not necessarily a special education need
- Relationship with General Education
 - *Accommodation/Modification/MTSS
- 3-5 year old Child Finds

*If a child can not learn
the way we teach,
maybe we should
teach the way they
learn.*

-Ignacio Estrada



2020 Kansas School Psychologist of the Year

UNIFIED SCHOOL DISTRICT No. 333
Cloud County, Kansas (Concordia)
Bond Election November 2021

DATE	EVENT
June 16, 2021 5:30 PM	5:30 PM Concordia City Council USD 333 Joint Meeting regarding Sales Tax Proposal
June 16, 2021 7:30 PM	7:30 PM 2 nd Townhall Meeting at Concordia High School
July 12, 2021 6:00PM	Board of Education Meeting Board Reviews Survey Results (Key Results) Finalize Scope of Project Finalize Bond Amount Approve Plan of Finance Formal Request to City for Educational Sales tax
July 13, 2021 3:00 PM	City Commission Meeting School District Facility Proposal Presented School District Makes Formal Request to City for Educational Sales Tax
August 4, 2021 3:00 PM	City Commission Meeting Commission Adopts Resolution Calling for a General-Purpose Sales Tax Election
August 9, 2021	Board of Education Meeting Board adopts Resolution Calling for Bond Election and Authorizing the Filing of an Application with the State Board of Education
August 10, 2021	Submit Notice of Intent Publication to Local Newspaper
August 12, 2021	Submit Application to the State Dept. of Education for review
August 13, 2021	Publish Notice of Intent to Submit Application to the State Board of Education
August 17, 2021	Submit Bond Election Documents to the County Clerk Submit Sales Tax Election Documents to the County Clerk
August 18, 2021	Meeting with KSDE to review Bond Application
September 8, 2021	State Board of Education Meeting State Board of Education Approval to Exceed Debt Limit State Board of Education provides Order to Call a Bond Election
September 30, 2021	First Publication of Notice of Bond Election (Not Less Than 21 Days Prior to Election Date)
October 7, 2021	Second Publication of Notice of Bond Election
October 12, 2021	Voter Registration Deadline
November 2, 2021	Bond Election and Sales Tax Election



www.concordiaks.org

CITY HALL, 701 WASHINGTON

Wednesday, June 16, 2021

5:30 p.m.

Commissioners Charles Lambertz, Marsha Wentz, Christy Hasch, Ashley Hutchinson, Ragenia Belden

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance

APPROVAL OF AGENDA

PUBLIC COMMENTS

DISCUSSION AGENDA *(Items Deserving of Brief Discussion, Action may be taken)*

CloudCorp Budget Request
Frank Carlson Library Budget Request
Housing Authority Budget Request
Senior Center Budget Request
Resource Center Budget Request

ACTION AGENDA *(Action Expected)*

Minutes of June 2, 2021 Meeting
Appropriation Ordinance #11
Donation Acceptance – Sports Complex Signs
Concrete Bids – Sports Complex
City Hall Roof Replacement Bids
Airport Advisory Board Appointment
WWTP Phase 2 Ultra-Violet Disinfection System Replacement
Approval of Dam Safety Inspection Proposal
Authorize Signing of FAA Grant Agreement – Taxiway Rehabilitation

REPORTS

Manager's Report
Staff Reports
Mayor/Commissioner Comments & Reports

ADJOURN

STUDY SESSION: *(Items Deserving Significant In-Depth Discussion, No Action Expected)*

USD 333 Facility Improvements & Funding Options



Houghton Mifflin Harcourt

Proposal

Prepared For

Concordia Unified Sch Dist 333

Attention:

Krystal Breese

krystal.breese@usd333.com

For the Purchase of:

**Into Reading/Into Literature K-11 - Version 2 5 Yr
Sub CP**

Prepared By

Angie Rasmussen

angie.rasmussen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade K						
Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	95	\$7,600.00	\$760.00	\$6,840.00
Total for Student Digital Licenses		\$6,840.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	8	\$3,000.00	\$3,000.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805118	9780358526346 Into Reading Teacher Guide Set Grade K	\$150.00	5	\$750.00	\$75.00	\$675.00
1736143	9781328639035 Into Reading Big Book Set Grade K	\$220.00	5	\$1,100.00	\$110.00	\$990.00
1803398	9780358517016 Into Reading Read Aloud Set Grade K	\$120.00	5	\$600.00	\$60.00	\$540.00
1712781	9781328460561 Into Reading Bookstix Grade K	\$4.40	5	\$22.00	\$2.20	\$19.80
1742471	9780358056287 Into Reading Instructional Card Kit Grade K	\$69.45	5	\$347.25	\$34.75	\$312.50
1738477	9780358019831 Into Reading Start Right Reader Set of 6 Grade K	\$162.00	10	\$1,620.00	\$162.00	\$1,458.00
1721083	9781328522900 Into Reading Tabletop Minilessons Reading Grade K	\$31.00	5	\$155.00	\$15.50	\$139.50
1716734	9781328491602 Into Reading Tabletop Minilessons English Language Development Grade K	\$31.00	1	\$31.00	\$3.10	\$27.90
1736277	9780358001508 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade K	\$1,000.00	5	\$5,000.00	\$500.00	\$4,500.00
1736408	9780358002444 Into Reading Rigby Guided Reading Benchmark Assessment Kit Primary Grades K-2	\$40.95	5	\$204.75	\$20.50	\$184.25
1797338	9780358462033 Into Reading Program Guide Grade K	\$30.00	5	\$150.00	\$15.00	\$135.00
Student Materials						
1805091	9780358526070 Into Reading Student myBook 5 Year Print Grade K	\$40.00	95	\$3,800.00	\$380.00	\$3,420.00
1739640	9780358029144 Into Reading Writer's Notebook 5 Year Print Grade K	\$48.00	95	\$4,560.00	\$456.00	\$4,104.00
Total for A la Carte Items Available for Purchase		\$16,505.95				

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Proposal for
Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Total for Grade K					\$23,345.95	

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
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k12orders@hnhco.com

Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 1 Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	85	\$6,800.00	\$680.00	\$6,120.00
Total for Student Digital Licenses		\$6,120.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	7	\$2,625.00	\$2,625.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805119	9780358526353 Into Reading Teacher Guide Set Grade 1	\$150.00	4	\$600.00	\$60.00	\$540.00
1714678	9781328468970 2020 Into Reading Writing Workshop Teacher's Guide Grade 1	\$42.00	4	\$168.00	\$16.80	\$151.20
1805124	9780358526407 Into Reading Teaching Pal Set Grade 1	\$38.00	4	\$152.00	\$15.20	\$136.80
1736147	9781328639097 Into Reading Big Book Set Grade 1	\$84.00	4	\$336.00	\$33.60	\$302.40
1736145	9781328639059 Into Reading Read Aloud Set Grade 1	\$88.00	4	\$352.00	\$35.20	\$316.80
1715014	9781328476586 Into Reading Bookstix Grade 1	\$4.40	4	\$17.60	\$1.76	\$15.84
1742472	9780358056294 Into Reading Instructional Card Kit Grade 1	\$73.06	4	\$292.24	\$29.24	\$263.00
1738478	9780358019848 Into Reading Start Right Reader Set of 6 Grade 1	\$259.20	8	\$2,073.60	\$207.36	\$1,866.24
1721084	9781328522917 Into Reading Tabletop Minilessons Reading Grade 1	\$31.00	4	\$124.00	\$12.40	\$111.60
1716735	9781328491619 Into Reading Tabletop Minilessons English Language Development Grade 1	\$31.00	1	\$31.00	\$3.10	\$27.90
1736278	9780358001515 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade 1	\$1,000.00	4	\$4,000.00	\$400.00	\$3,600.00
1736408	9780358002444 Into Reading Rigby Guided Reading Benchmark Assessment Kit Primary Grades K-2	\$40.96	4	\$163.84	\$16.40	\$147.44
1797339	9780358462040 Into Reading Program Guide Grades 1-2	\$30.00	4	\$120.00	\$12.00	\$108.00
1737708	9780358011170 Into Reading Trade Classroom Library Set of 6 with Take and Teach Lessons Grade 1	\$155.30	4	\$621.20	\$62.12	\$559.08

Student Materials

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

**Proposal for
Concordia Unified Sch Dist 333**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1805108 9780358526247	Into Reading Student myBook Softcover Set 5 Year Print Grade 1	\$40.00	85	\$3,400.00	\$340.00	\$3,060.00
1739641 9780358029151	Into Reading Writer's Notebook 5 Year Print Grade 1	\$48.00	85	\$4,080.00	\$408.00	\$3,672.00
1775824 9780358293804	Into Reading Grammar Practice Workbook 5 Year Print Grade 1	\$48.00	85	\$4,080.00	\$408.00	\$3,672.00
Total for A la Carte Items Available for Purchase				\$18,550.30		
Total for Grade 1				\$24,670.30		

Attention:
Krystal Breese
krystal.breese@usd333.com

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k12orders@hmhco.com

Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 2 Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	80	\$6,400.00	\$640.00	\$5,760.00
Total for Student Digital Licenses		\$5,760.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	7	\$2,625.00	\$2,625.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805120	9780358526360 Into Reading Teacher Guide Set Grade 2	\$150.00	4	\$600.00	\$60.00	\$540.00
1714679	9781328469809 2020 Into Reading Writing Workshop Teacher's Guide Grade 2	\$42.00	4	\$168.00	\$16.80	\$151.20
1805125	9780358526414 Into Reading Teaching Pal Set Grade 2	\$38.00	4	\$152.00	\$15.20	\$136.80
1736146	9781328639080 Into Reading Read Aloud Set Grade 2	\$132.00	4	\$528.00	\$52.80	\$475.20
1715021	9781328476593 Into Reading Bookstix Grade 2	\$4.40	4	\$17.60	\$1.76	\$15.84
1742513	9780358056300 Into Reading Instructional Card Kit Grade 2	\$75.06	4	\$300.24	\$30.04	\$270.20
1738479	9780358019855 Into Reading Start Right Reader Set of 6 Grade 2	\$172.80	8	\$1,382.40	\$138.24	\$1,244.16
1721085	9781328522924 Into Reading Tabletop Minilessons Reading Grade 2	\$31.00	4	\$124.00	\$12.40	\$111.60
1716736	9781328491626 Into Reading Tabletop Minilessons English Language Development Grade 2	\$31.00	1	\$31.00	\$3.10	\$27.90
1736279	9780358001522 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade 2	\$1,000.00	4	\$4,000.00	\$400.00	\$3,600.00
1736408	9780358002444 Into Reading Rigby Guided Reading Benchmark Assessment Kit Primary Grades K-2	\$40.96	4	\$163.84	\$16.40	\$147.44
1797339	9780358462040 Into Reading Program Guide Grades 1-2	\$30.00	4	\$120.00	\$12.00	\$108.00
1737709	9780358011187 Into Reading Trade Classroom Library Set of 6 with Take and Teach Lessons Grade 2	\$155.30	4	\$621.20	\$62.12	\$559.08
Student/ Materials						
1805109	9780358526254 Into Reading Student myBook Softcover Set 5 Year Print Grade 2	\$40.00	80	\$3,200.00	\$320.00	\$2,880.00

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
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k12orders@hnhco.com

**Proposal for
Concordia Unified Sch Dist 333**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1739642 9780358029168	Into Reading Writer's Notebook 5 Year Print Grade 2	\$48.00	80	\$3,840.00	\$384.00	\$3,456.00
1775825 9780358293811	Into Reading Grammar Practice Workbook 5 Year Print Grade 2	\$48.00	80	\$3,840.00	\$384.00	\$3,456.00
Total for A la Carte Items Available for Purchase				\$17,179.42		
Total for Grade 2				\$22,939.42		

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 3						
Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	100	\$8,000.00	\$800.00	\$7,200.00
Total for Student Digital Licenses		\$7,200.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805121	9780358526377 Into Reading Teacher Guide Set Grade 3	\$150.00	2	\$300.00	\$30.00	\$270.00
1714680	9781328469816 2020 Into Reading Writing Workshop Teacher's Guide Grade 3	\$42.00	2	\$84.00	\$8.40	\$75.60
1805126	9780358526421 Into Reading Teaching Pal Set Grade 3	\$38.00	2	\$76.00	\$7.60	\$68.40
1721086	9781328522931 Into Reading Tabletop Minilessons Reading Grade 3	\$31.00	2	\$62.00	\$6.20	\$55.80
1716737	9781328491633 Into Reading Tabletop Minilessons English Language Development Grade 3	\$31.00	1	\$31.00	\$3.10	\$27.90
1736280	9780358001539 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade 3	\$1,000.01	2	\$2,000.02	\$200.00	\$1,800.02
1736409	9780358002451 Into Reading Rigby Benchmark Guided Reading Assessment Kit Intermediate Grades 3-6	\$45.20	2	\$90.40	\$9.04	\$81.36
1797340	9780358462057 Into Reading Program Guide Grades 3-5	\$30.00	2	\$60.00	\$6.00	\$54.00
1737710	9780358011194 Into Reading Trade Classroom Library Set of 6 with Take and Teach Lessons Grade 3	\$155.30	2	\$310.60	\$31.06	\$279.54
Student Materials						
1805110	9780358526261 Into Reading Student myBook Softcover Set 5 Year Print Grade 3	\$40.00	100	\$4,000.00	\$400.00	\$3,600.00
1805146	9780358526629 Into Reading Know It Show It 5 Year Print Grade 3	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00
1739643	9780358029175 Into Reading Writer's Notebook 5 Year Print Grade 3	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00
1775826	9780358293828 Into Reading Grammar Practice Workbook 5 Year Print Grade 3	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Total for A la Carte Items Available for Purchase		\$19,272.62				
Total for Grade 3		\$26,472.62				

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 4 Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	100	\$8,000.00	\$800.00	\$7,200.00
Total for Student Digital Licenses		\$7,200.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805122	9780358526384 Into Reading Teacher Guide Set Grade 4	\$150.00	2	\$300.00	\$30.00	\$270.00
1714681	9781328469823 2020 Into Reading Writing Workshop Teacher's Guide Grade 4	\$42.00	2	\$84.00	\$8.40	\$75.60
1805127	9780358526438 Into Reading Teaching Pal Set Grade 4	\$38.00	2	\$76.00	\$7.60	\$68.40
1721087	9781328522948 Into Reading Tabletop Minilessons Reading Grade 4	\$31.00	2	\$62.00	\$6.20	\$55.80
1716738	9781328491640 Into Reading Tabletop Minilessons English Language Development Grade 4	\$31.00	1	\$31.00	\$3.10	\$27.90
1736281	9780358001546 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade 4	\$1,000.01	2	\$2,000.02	\$200.00	\$1,800.02
1736409	9780358002451 Into Reading Rigby Benchmark Guided Reading Assessment Kit Intermediate Grades 3-6	\$45.20	2	\$90.40	\$9.04	\$81.36
1797340	9780358462057 Into Reading Program Guide Grades 3-5	\$30.00	2	\$60.00	\$6.00	\$54.00
1737711	9780358011200 Into Reading Trade Classroom Library Set of 6 with Take and Teach Lessons Grade 4	\$155.30	2	\$310.60	\$31.06	\$279.54
Student Materials						
1805111	9780358526278 Into Reading Student myBook Softcover Set 5 Year Print Grade 4	\$40.00	100	\$4,000.00	\$400.00	\$3,600.00
1805147	9780358526636 Into Reading Know It Show It 5 Year Print Grade 4	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00
1739644	9780358029182 Into Reading Writer's Notebook 5 Year Print Grade 4	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00
1775827	9780358293835 Into Reading Grammar Practice Workbook 5 Year Print Grade 4	\$48.00	100	\$4,800.00	\$480.00	\$4,320.00

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Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Total for A la Carte Items Available for Purchase		\$19,272.62				
Total for Grade 4		\$26,472.62				

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 5 Student Digital Licenses						
1810877	9780358574705 Into Reading Student License Digital 5 Year Grades K-6 Package Includes: Digital Student Resources 5 Year Grades K-6 Implementation Success	\$80.00	90	\$7,200.00	\$720.00	\$6,480.00
Total for Student Digital Licenses		\$6,480.00				
Teacher Digital Licenses						
1809702	9780358565833 Into Reading Teacher License Digital with Teacher's Corner 5 Year Grades K-6 Package Includes: Digital Teacher Resources 5 Year Grades K-6 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1805123	9780358526391 Into Reading Teacher Guide Set Grade 5	\$150.00	2	\$300.00	\$30.00	\$270.00
1714682	9781328469830 2020 Into Reading Writing Workshop Teacher's Guide Grade 5	\$42.00	2	\$84.00	\$8.40	\$75.60
1805128	9780358526445 Into Reading Teaching Pal Set Grade 5	\$38.00	2	\$76.00	\$7.60	\$68.40
1721088	9781328522955 Into Reading Tabletop Minilessons Reading Grade 5	\$31.00	2	\$62.00	\$6.20	\$55.80
1716739	9781328491657 Into Reading Tabletop Minilessons English Language Development Grade 5	\$31.00	1	\$31.00	\$3.10	\$27.90
1736282	9780358001553 Into Reading Rigby Leveled Library with Take and Teach Lessons Grade 5	\$1,000.01	2	\$2,000.02	\$200.00	\$1,800.02
1736409	9780358002451 Into Reading Rigby Benchmark Guided Reading Assessment Kit Intermediate Grades 3-6	\$45.20	2	\$90.40	\$9.04	\$81.36
1797340	9780358462057 Into Reading Program Guide Grades 3-5	\$30.00	2	\$60.00	\$6.00	\$54.00
1737712	9780358011217 Into Reading Trade Classroom Library Set of 6 with Take and Teach Lessons Grade 5	\$155.30	2	\$310.60	\$31.06	\$279.54
Student Materials						
1805112	9780358526285 Into Reading Student myBook Softcover Set 5 Year Print Grade 5	\$40.00	90	\$3,600.00	\$360.00	\$3,240.00
1805148	9780358526643 Into Reading Know It Show It 5 Year Print Grade 5	\$48.00	90	\$4,320.00	\$432.00	\$3,888.00
1739645	9780358029199 Into Reading Writer's Notebook 5 Year Print Grade 5	\$48.00	90	\$4,320.00	\$432.00	\$3,888.00
1775828	9780358293842 Into Reading Grammar Practice Workbook 5 Year Print Grade 5	\$48.00	90	\$4,320.00	\$432.00	\$3,888.00

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Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Total for A la Carte Items Available for Purchase		\$17,616.62				
<u>Total for Grade 5</u>		\$24,096.62				

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Grade 6 Into Literature</u>						
Student Digital Licenses						
1810768	9780358574613 Into Literature Student License Digital 5 Year Grade 6-8 Includes: Digital Student Resources 5 Year Grades 6-8 Implementation Success	\$80.00	90	\$7,200.00	\$720.00	\$6,480.00
Total for Student Digital Licenses		\$6,480.00				
Teacher Digital Licenses						
1809700	9780358565819 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 5 Year Grades 6-8 Access to Teacher's Corner	\$375.00	4	\$1,500.00	\$1,500.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791535	9780358416487 Into Literature Teacher Edition Grade 6	\$150.00	1	\$150.00	\$15.00	\$135.00
1793953	9780358436942 Into Literature Program Guide Grades 6-8	\$30.00	1	\$30.00	\$3.00	\$27.00
Student Material						
1805875	9780358538431 Into Literature Softcover Student Edition 5 Year Print Grade 6	\$40.00	90	\$3,600.00	\$360.00	\$3,240.00
1773734	9780358275510 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 6	\$32.50	90	\$2,925.00	\$292.50	\$2,632.50
Total for A la Carte Items Available for Purchase		\$6,034.50				
<u>Total for Grade 6 Into Literature</u>		\$12,514.50				

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 7						
Student Digital Licenses						
1810768	9780358574613 Into Literature Student License Digital 5 Year Grade 6-8 Includes: Digital Student Resources 5 Year Grades 6-8 Implementation Success	\$80.00	100	\$8,000.00	\$800.00	\$7,200.00
Total for Student Digital Licenses		\$7,200.00				
Teacher Digital Licenses						
1809700	9780358565819 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 5 Year Grades 6-8 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791536	9780358416494 Into Literature Teacher Edition Grade 7	\$150.00	2	\$300.00	\$30.00	\$270.00
1793953	9780358436942 Into Literature Program Guide Grades 6-8	\$30.00	2	\$60.00	\$6.00	\$54.00
Student Materials						
1805876	9780358538448 Into Literature Softcover Student Edition 5 Year Print Grade 7	\$40.00	100	\$4,000.00	\$400.00	\$3,600.00
1773735	9780358275527 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 7	\$32.50	100	\$3,250.00	\$325.00	\$2,925.00
Total for A la Carte Items Available for Purchase		\$6,849.00				
Total for Grade 7		\$14,049.00				

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 8						
Student Digital Licenses						
1810768	9780358574613 Into Literature Student License Digital 5 Year Grade 6-8 Includes: Digital Student Resources 5 Year Grades 6-8 Implementation Success	\$80.00	70	\$5,600.00	\$560.00	\$5,040.00
Total for Student Digital Licenses		\$5,040.00				
Teacher Digital Licenses						
1809700	9780358565819 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 5 Year Grades 6-8 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791537	9780358416500 Into Literature Teacher Edition Grade 8	\$150.00	2	\$300.00	\$30.00	\$270.00
1793953	9780358436942 Into Literature Program Guide Grades 6-8	\$30.00	2	\$60.00	\$6.00	\$54.00
Student Materials						
1805877	9780358538455 Into Literature Softcover Student Edition 5 Year Print Grade 8	\$40.00	70	\$2,800.00	\$280.00	\$2,520.00
1773736	9780358275534 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 8	\$32.50	70	\$2,275.00	\$227.50	\$2,047.50
Total for A la Carte Items Available for Purchase		\$4,891.50				
Total for Grade 8		\$9,931.50				

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 9						
Student Digital Licenses						
1810769	9780358574620 Into Literature Student License Digital 5 Year Grade 9-12 Includes: Digital Student Resources 5 Year Grades 9-12 Implementation Success	\$80.00	80	\$6,400.00	\$640.00	\$5,760.00
Total for Student Digital Licenses		\$5,760.00				
Teacher Digital Licenses						
1809701	9780358565826 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 9-12 Includes: Into Literature Digital Teacher Resources 5 Year Grades 9-12 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791538	9780358416517 Into Literature Teacher Edition Grade 9	\$150.00	2	\$300.00	\$30.00	\$270.00
1793954	9780358436959 Into Literature Program Guide Grades 9-10	\$30.00	2	\$60.00	\$6.00	\$54.00
Student Materials						
1805878	9780358538462 Into Literature Softcover Student Edition 5 Year Print Grade 9	\$40.00	80	\$3,200.00	\$320.00	\$2,880.00
1773737	9780358275541 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 9	\$32.50	80	\$2,600.00	\$260.00	\$2,340.00
Total for A la Carte Items Available for Purchase		\$5,544.00				
Total for Grade 9		\$11,304.00				

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Proposal for Concordia Unified Sch Dist 333

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 10 Student Digital Licenses						
1810769	9780358574620 Into Literature Student License Digital 5 Year Grade 9-12 Includes: Digital Student Resources 5 Year Grades 9-12 Implementation Success	\$80.00	75	\$6,000.00	\$600.00	\$5,400.00
Total for Student Digital Licenses		\$5,400.00				
Teacher Digital Licenses						
1809701	9780358565826 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 9-12 Includes: Into Literature Digital Teacher Resources 5 Year Grades 9-12 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791539	9780358416524 Into Literature Teacher Edition Grade 10	\$150.00	2	\$300.00	\$30.00	\$270.00
1793954	9780358436959 Into Literature Program Guide Grades 9-10	\$30.00	2	\$60.00	\$6.00	\$54.00
Student Materials						
1805879	9780358538479 Into Literature Softcover Student Edition 5 Year Print Grade 10	\$40.00	75	\$3,000.00	\$300.00	\$2,700.00
1773738	9780358275558 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 10	\$32.50	75	\$2,437.50	\$243.75	\$2,193.75
Total for A la Carte Items Available for Purchase		\$5,217.75				
Total for Grade 10		\$10,617.75				

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**Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade 11 Student Digital Licenses						
1810769	9780358574620 Into Literature Student License Digital 5 Year Grade 9-12 Includes: Digital Student Resources 5 Year Grades 9-12 Implementation Success	\$80.00	80	\$6,400.00	\$640.00	\$5,760.00
Total for Student Digital Licenses		\$5,760.00				
Teacher Digital Licenses						
1809701	9780358565826 Into Literature Teacher License Digital with Teacher's Corner 5 Year Grades 9-12 Includes: Into Literature Digital Teacher Resources 5 Year Grades 9-12 Access to Teacher's Corner	\$375.00	5	\$1,875.00	\$1,875.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1791540	9780358416531 Into Literature Teacher Edition Grade 11	\$150.00	2	\$300.00	\$30.00	\$270.00
1793955	9780358436966 Into Literature Program Guide Grades 11-12	\$30.00	2	\$60.00	\$6.00	\$54.00
Student Materials						
1805880	9780358538486 Into Literature Softcover Student Edition Set 5 Year Print Grade 11	\$40.00	80	\$3,200.00	\$320.00	\$2,880.00
1773739	9780358275565 Into Literature Grammar Practice Workbook Print Subscription 5 Year Grade 11	\$32.50	80	\$2,600.00	\$260.00	\$2,340.00
Total for A la Carte Items Available for Purchase		\$5,544.00				
Total for Grade 11		\$11,304.00				

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**Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Waggle ELA CCSS 6-8</u>						
Student Licenses						
1804627 9780358508687	Waggle ELA Student License Digital 1 Year Grades 6-8	\$16.00	260	\$4,160.00	\$416.00	\$3,744.00
Includes: Waggle ELA Digital Student Resources 1 Year Implementation Success						
Total for Student Licenses		\$3,744.00				
Teacher Licenses						
1808271 9780358556800	2021 Waggle ELA Teacher License Digital 1 Year Grades K-8	\$111.00	10	\$1,110.00	\$1,110.00	
Includes: Waggle ELA Digital Teacher Resources 1 Year Access to Teacher's Corner						
Total for Teacher Licenses						
<u>Total for Waggle ELA CCSS 6-8</u>		\$3,744.00				

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Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Writable for Into Literature - Grades 6-11</u>						
Student Licenses						
1812158	9780358581567 2021 Writable for Into Literature Student License Digital 5 Year Grades 6-12	\$36.00	495	\$17,820.00	\$1,782.00	\$16,038.00
	Includes: Writable for Into Literature Digital Student Resources 5 Year Implementation Success					
Total for Student Licenses		\$16,038.00				
Teacher Licenses						
1812166	9780358581642 2021 Writable for Into Literature Teacher License Digital 5 Year Grades 6-12	\$881.00	15	\$13,215.00	\$13,215.00	
	Includes: Writable for Into Literature Digital Teacher Resources 5 Year Access to Teacher's Corner					
Total for Teacher Licenses						
<u>Total for Writable for Into Literature - Grades 6-11</u>		\$16,038.00				

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**Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Writable for Into Reading - Grades 3-5</u>						
Student Licenses						
1812142 9780358581406	2021 Writable for Into Reading Student License Digital 5 Year Grades 3-6	\$36.00	290	\$10,440.00	\$1,044.00	\$9,396.00
Includes: Writable for Into Reading Digital Student Resources 5 Year Implementation Success						
Total for Student Licenses		\$9,396.00				
Teacher Licenses						
1812150 9780358581482	2021 Writable for Into Reading Teacher License Digital 5 Year Grades 3-6	\$881.00	15	\$13,215.00	\$13,215.00	
Includes: Writable for Into Reading Digital Teacher Resources 5 Year Access to Teacher's Corner						
Total for Teacher Licenses						
<u>Total for Writable for Into Reading - Grades 3-5</u>		\$9,396.00				

**Proposal for
Concordia Unified Sch Dist 333**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Professional Services- Waggle/Writable</u>						
Getting Started 2 Hour Live Webinar						
1768302	9780358242451 Waggle ELA Getting Started 2-Hour Live Online Grades 6-8 Getting Started live online provides the hows and whys of Waggle through exploration and collaborative experiences. Teachers will spend time digging into the program to gain a real-world application of Waggle and how best to use it in their classroom. The goal is to build deeper understanding and confidence to begin implementing Waggle.	\$800.00	1	\$800.00	\$80.00	\$720.00
1787298	9780358385219 Writable for Into Reading Writing Workshop Getting Started Live Online Grades K-6 During the Getting Started live online teachers dig into Writable's online suite of tools that students use to engage in purposeful writing and feedback. They will explore the robust supports built into Writable such as editable rubrics, streamlined grading, revision tools and intuitive reports allowing them to help their students flourish as writers.	\$800.00	1	\$800.00	\$80.00	\$720.00
Total for Getting Started 2 Hour Live Webinar		\$1,440.00				
<u>Total for Professional Services- Waggle/Writable</u>		\$1,440.00				

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**Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Professional Services - Into Literature Implementation Success Plan</u>						
1810630	9780358574101 Into Literature Getting Started Live Online 2 Hour Grades 6-12 The Getting Started live online session is streamlined to focus on preparing teachers for their first weeks of instruction. Participants engage in a variety of interactive experiences to learn about the organization and resources of Into Literature. The goal is to build confidence and prepare teachers for a strong start with Into Literature.		1	\$800.00	\$800.00	
1810631	9780358574118 Into Literature Follow Up Live Online 1 Hour Grades 6-8 Follow-Up sessions build upon the Getting Started to help teachers take full advantage of Into Literature's components, assessments, differentiation, and digital tools to meet the needs of their students. An HMH Services team member will work with you to choose from key Into Literature classroom-focused topics to create a personalized Follow-Up 1 hour live online session(s).		1	\$400.00	\$400.00	
<u>Total for Professional Services - Into Literature</u>				\$0.00		

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Professional Services- Into Reading K-5 Implementation Success Plan</u>						
1810628	9780358574088 Into Reading Getting Started Live Online 2 Hour Grades K-5 The Getting Started live online session is streamlined to focus on preparing teachers for their first weeks of instruction. Participants engage in a variety of interactive experiences to learn about the organization and resources of Into Reading. The goal is to build confidence and prepare teachers for a strong start with Into Reading.		1	\$800.00	\$800.00	
1810629	9780358574095 Into Reading Follow Up Live Online 1 Hour Grades K-5 Follow-Up sessions build upon the Getting Started to help teachers take full advantage of Into Reading's components, assessments, differentiation, and digital tools to meet the needs of their students. An HMH Services team member will work with you to choose from key Into Reading classroom-focused topics to create a personalized Follow-Up 1 hour live online session(s).		2	\$800.00	\$800.00	
<u>Total for Professional Services- Into Reading K-5</u>				\$0.00		

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

**Proposal for
Concordia Unified Sch Dist 333**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>	\$79,883.04
<i>Subtotal Purchase Amount:</i>	\$248,336.28
<i>Shipping & Handling:</i>	\$21,513.83

Total Cost of Proposal (PO Amount):	\$269,850.11
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****Please add proper sales tax to your order****

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Total Cost of Proposal (PO Amount): \$269,850.11

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development

· Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Concordia USD 333

Sold to:

Concordia USD 333

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/26/2021**Proposal Expiration Date: 7/30/2021**

Houghton Mifflin Harcourt

Attention:
Krystal Breese
krystal.breese@usd333.com

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com



JUNE 2021 KASB POLICY UPDATES

To: Member Unified School Districts and other Member Organizations
From: Donna L. Whiteman, KASB General Counsel, Assistant Executive Director of Policy Development
Re: June 2021 Board Policy Updates

The KASB JUNE 2021 policy updates are now available, which means the 2020-2021 school year has finally ended.

What a year it has been for school board members and school districts!

It is a time to reflect on all the challenges that have been addressed, all the obstacles that have been overcome, all that Kansas school districts did on very short notice to provide for the daily educational needs of students, and the herculean efforts made to keep students and employees safe.

It is also time to be thankful for the dedication, patience, perseverance, and flexibility school employees, administrators, and school board members demonstrated daily throughout the 2020 -2021 school year.

KASB has posted this packet on KASB's website under the Member Portal, Member Resources tab. The accompanying documents are the first set of 2021 policy updates to our KASB recommended policies. If you did not receive the December 2020 Policy Updates, they are also posted on our website under the KASB Member Portal.

These June 2021 policy recommendations include a few changes to address recent school district legal and policy issues.

The following policy recommendations have been edited and revised by the KASB Legal/Policy Services staff. Along with this letter, you will find a table explaining in detail the changes in the policies and a copy of the policies showing the edits using Track Changes in Word. A clean copy of the policy with all edits incorporated may also be downloaded.

The contents of this policy package should be reviewed by the superintendent, the clerk, and the board. If your policy requires staff and student input, you may share these changes with administrators, staff, and student representatives.

If these policy recommendations meet district needs, they are ready to add to the policy book **after board approval**.

Once adopted, policies have the force and effect of law. Suggested policies should not be placed in the policy book without an opportunity for board discussion and a **board motion to approve** these additions to the district's policy book.

Minutes from the meeting should reflect when the policies were adopted. To save time, in case of an audit, file a copy of the minutes with critical policies required by law.

Please add the local adoption date at the bottom of each policy.

Clerks, please make sure an historical policy file is maintained in the district containing older versions of the policies for future reference. Note these may be scanned and retained electronically.

As school districts are preparing for the 2021-2022 school year. I have also included a few current policies you may want to review as the board prepares for the new budget year, and the increase of federal funds:

DFAB Standard Conduct for Federally Funded Contracts

DFAC Federal Fiscal Compliance along with the DFAC policy forms addressing procedures for Allowability of Costs - Federal Programs, Cash Management- Federal Programs, Grant Subrecipient Monitoring Procedures-Federal Programs, Procurement- Federal Programs, and Type of Costs, Obligations and Property Management-Federal Programs

If you have comments, questions, or concerns about these policy recommendations; or, if you have additional policy questions, call 1-800-432-2471 and ask to speak to Donna Whiteman or Leslie Garner, email us at dwhiteman@kasb.org or lgarner@kasb.org, or contact another member of the KASB Legal/Policy Services staff.

Best wishes,
Donna L. Whiteman, KASB General Counsel
Assistant Executive Director of Policy Development

JUNE 2021 UPDATED KASB POLICIES AND FORMS

	RATIONALE FOR RECOMMENDED REVISION OR ADDITION	RECOMMENDED ACTION
DC Budget with Whistleblower Protection → Revised	This policy is revised to address SB 13 and HB 2104 which establish new notice and public hearing requirements if the district's budget will exceed the revenue neutral rate. The new notice and hearing requirements take effect in 2021 for the district's 2022 budget. County clerks will notify the district of their revenue neutral rate by June 15 th . The revenue neutral rate is the tax rate that would generate the same amount of property tax revenue as levied the previous year, using the current tax year's total assessed valuation. The school district is required to notify the county clerk on or before July 20 th of their intent to exceed the revenue neutral rate and provide notice of the date, time and location of the public hearing on the resolution providing for the levy. The public hearing to is to be held no sooner than August 20 th and no later than September 20 th .	Review and adopt.
EE Food Services Management → Revised	This policy revision addresses whether the district will provide food service during school emergency closures.	Review and adopt.
GAAC Sexual Harassment → Revised	The language in this policy is updated to clarify the August 2020 federal changes to Title IX complaint and investigation timelines, procedures, and the roles and responsibilities of the Title IX Coordinator, Investigator, and Decision Maker.	Review and adopt.
GAACA Racial and Disability Harassment: Employees → Revised	This policy is revised to clarify the school district's responsibilities to address racial or disability harassment of employees in any school district program or activity.	Review and adopt.
GAF Student-Staff Relations → Revised	This policy revision deletes the language prohibiting school employees from bullying, harassing, and discriminating against students to focus on the language	Review and adopt.

	prohibiting staff members from having any interaction of a romantic and/or sexual nature with any student. The language prohibiting school employees from bullying, harassing, or discriminating against students has been removed, as it is addressed in separate policies.	
IDAA Special Programs → Revised	This revision adds a reference to policy AEB which addresses the school year and learning opportunities. KSA 72-3115(d) addresses the authority of local school boards to schedule additional days and school hours beyond the regular school term for students in need of remedial education or subject to the district’s disciplinary policy.	Review and adopt.
JDD Suspension and Expulsion Procedures → Revised	This corrects the reference in the first line to reflect “IDEA” instead of “IDAE.”	Review and adopt.
JGEC Sexual Harassment → Revised	This policy change clarifies the August 2020 federal changes to Title IX complaint and investigation timelines, procedures, and responsibilities along with the roles of the Title IX Coordinator, the Investigator, and the Decision Maker. These edits are the same as the edits made in Policy GAAC above.	Review and adopt.
JGECA Racial and Disability Harassment: Students → Revised	This policy revision clarifies the school district’s responsibilities to address racial or disability harassment of students or employees “in any district education program or activity.” These are the same changes made in the employee policy GAACA above.	Review and adopt.
DFAC Procurement-Federal Programs (sample Procedure Form) → Revised	This reflects the federal change in the Federal Micro-Procedure Threshold from \$3,500 to \$10,000 and the Federal Simplified Acquisition Threshold from \$150,000 to \$250,000. These amounts are adjusted periodically and published in the Federal Register. (48 CFR Subpart 2.1)	Review and adopt.
JDDC Short Model Bullying Plan → Revised	This form has been revised to address the School Mental Health Advisory Council’s recommendations to the State Board of	Review and adopt

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Education on the Implementation of the State Board's 2020 Bullying Task Force Recommendations.	
TOTAL =	Existing Policy Revisions - 9 Existing Form Revision - 2 Table of Contents E Table of Contents I Table of Contents J

Additional informational see current KASB recommended policies:

- DFAB Standard Conduct for Federally Funded Contracts
- DFAC Federal Fiscal Compliance along with the DFAC policy forms addressing procedures for Allowability of Costs - Federal Programs, Cash Management- Federal Programs, Grant Subrecipient Monitoring Procedures-Federal Programs, Procurement- Federal Programs, and Type of Costs, Obligations and Property Management-Federal Programs

DC Annual Operating Budget (See KBA)

DC

The district budget shall be prepared by the superintendent in cooperation with selected district employees and shall reflect the district's educational goals.

The superintendent shall follow the adopted budget.

The district shall fund the operating budget according to approved fiscal and budgetary procedures required by the State of Kansas.

Budget Forms

Budget forms used shall be those prepared and recommended by the Kansas State Department of Education. Budget summary documents shall be prepared on forms provided by the Kansas State Department of Education.

Priorities

The board will establish priorities for the district on a short-term, intermediate, and long-range basis.

Deadlines and Schedules

Deadlines and time schedules shall be established by the board.

Encumbrances

An encumbrance shall be made when a purchase is made or when an approved purchase order is processed. All encumbrances shall be charged to a specific fund. All necessary encumbrances shall be made by the superintendent.

Recommendations

Recommendations of the superintendent and professional staff concerning the district's budget allocations will be presented to the board prior to submission of the tentative draft budget. ~~All superintendent and staff recommendations will be presented to the board no later than the regular board meeting in _____.~~

Preliminary Adoption Procedures

The superintendent will be responsible for developing the budget cover letter. It is recommended that the letter include a restatement of the goals and objectives of the district and a list of budget priorities. An explanation of line item expenditures will be included in the letter. Fund expenditures and line categories will also be explained in terms of how the budget meets the goals and objectives of the district and enhances completion of priority programs. A preliminary draft of the district's budget will be submitted by the superintendent ~~within a timeframe that allows the district to comply with all statutory deadlines to~~ ~~the board on or before _____ each year.~~

Hearings and Reviews

The board shall conduct budget hearings according to state law.

Budget Transparency

The district shall comply with the requirements of the Kansas Uniform Financial Accounting and Reporting Act and rules and regulations promulgated by the Kansas State Board of Education thereunder in maintaining, reporting, publishing on the district's website, and making available to the public specified budgetary records, forms, and information.

Management of District Assets/Accounts

The superintendent shall establish and maintain accurate, financial management systems to meet the district's fiscal obligations, produce useful information for financial reports, and safeguard district resources. The superintendent shall ensure the district's accounting system provides ongoing internal controls. The superintendent shall review the accounting system with the board.

Approved:

KASB Recommendation - 7/03; 4/07; 6/07; 6/09; 6/15; 6/18; 6/21

EE Food Services Management (See EBBD)

EE

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The building principal shall inspect each lunchroom to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free and Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year.

Unpaid Meal Charges

The district's meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than {\$20 worth of/5} meals to this account. Charging of a la carte or extra items to this account will not be permitted.

Any student failing to keep his/her account solvent as required by the district shall not be allowed to charge further meals until the negative account balance has been paid in full. However, such students will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have charged the maximum allowance to this account and cannot pay out of pocket for a meal will be provided an alternate meal consisting of a peanut butter, peanut butter alternative, or cheese sandwich and milk.

At least one written warning shall be provided to a student and his/her parent or guardian prior to denying meals for exceeding the district's charge limit. If payment of the negative balance is not received within 5 working days of the maximum charge limit being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges.

Payments for school meals may be made at the school or district office {or online at _____}. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy. Records of how and when it is communicated to households and staff will be retained.

Availability of Meals on Remote Learning Days Due to Severe Weather

When severe weather or poor road conditions due to ice and/or snow threaten the safety of students, the superintendent may close district schools or designate such days as remote learning days pursuant to policy EBBD. On these days, the superintendent will determine whether the weather and road conditions allow for safe passage of students, staff, and parents for the provision, service, and transportation of school meals to students.

If the superintendent determines it is safe to provide meal service on these days, school meals will be provided, although the manner of provision may be modified by the superintendent. If the superintendent determines that it is not feasible due to safety concerns to provide meal service on such days, notice that school meals will not be available on that day will be provided to students, parents, and affected staff members. Any alteration of the usual meal service process on these days will be communicated to staff, students, and parents using regular district communication channels.

Approved:

KASB Recommendation - 4/07; 12/16; 6/21

It was determined by superintendent that USD 333 will NOT provide meals on inclement weather days.

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex, including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district in any district education program or activity ~~by board members, administrators, licensed and classified personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States. ~~Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include but is not limited to: verbal harassment or abuse of a sexual nature; pressure for sexual activity; repeated remarks to a person with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Any person may make a verbal or written report of sex discrimination by any means and at any time.

(Position or name, address, email address, and phone number of the Title IX Coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination.

Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Response to Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building administrator or the Title IX Coordinator. All employees receiving reports of alleged sexual harassment shall notify the Title IX Coordinator.

Definitions

The following definitions apply to the district in responding to complaints of sexual discrimination including sexual harassment as defined by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination.

The "complainant" means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim

where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

The “decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

“Domestic violence” includes crimes of violence committed by a person who is a current or former spouse, partner, person with whom the victim shares a child, or who is or has cohabited with the victim as a spouse or partner, by a person similarly situated to a spouse of the victim under Kansas or applicable federal law, or by any other person against an adult or youth victim having protection from such person’s acts by Kansas or applicable federal law.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

The “investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report.

A “respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

GAAC Sexual Harassment GAAC-5

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

The “Title IX Coordinator” is the individual designated at the district level who has responsibility to coordinate compliance with Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially,

~~GAAC Sexual Harassment GAAC-6~~

including ~~by~~ avoiding prejudice of the facts, conflicts of interest, and bias. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant. Investigators shall

receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness, and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to stop it and prevent its reoccurrence.

~~GAAC~~ Sexual Harassment ~~GAAC-7~~

The Title IX Coordinator shall promptly respond in a meaningful way to any reports of sexual discrimination including sexual harassment of which the district has actual knowledge as follows:

- Contact the complainant within 10 business days and discuss the availability of supportive measures, with or without the filing of a formal complaint, and consider the complainant's wishes as to supportive measures; and

- Inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Supportive Measures

The district will treat the complainant and respondent equitably by offering supportive measures. These non-disciplinary and non-punitive measures will be offered as appropriate, as reasonably available, and without cost to the complainant or the respondent. Supportive measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party. “Supportive Measures” shall include, but not be limited to, measures designed to protect the safety of all parties, to protect the district’s educational environment, or to deter sexual harassment. These measures may include counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other similar measures. The

~~GAAC Sexual Harassment~~ ~~GAAC-8~~

Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Formal Complaint

No investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

A formal complaint is a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting an investigation. The procedures for filing a formal complaint are as follows:

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

~~GAAC~~ Sexual Harassment ~~GAAC-9~~

- An investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by a qualified individual designated by the Title IX Coordinator or another individual appointed by the board. The investigation shall be thorough. All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

Formal Complaint Notice Requirements

Upon filing of a formal complaint, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.
- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and

~~GAAC Sexual Harassment GAAC-10~~

- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, notice of the additional allegations shall be provided to known parties.

Formal Complaint Investigation Procedures

To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied with an advisor of the party's choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview, meeting, or hearing at which a party is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal

~~GAAC Sexual Harassment GAAC-11~~

complaint, including the investigative report, and the opportunity to respond to that evidence before a determination is made;

- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondent;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

Formal Complaint Investigation Report

The investigator shall prepare an investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors for review and response.

Before completing the investigative report, the investigator must send each party and their advisors the investigative report for review and allow the parties 10 days to submit a written response for the investigator's consideration.

~~The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.~~

Decision-Maker's Determination

Upon receiving the investigator's report, the decision-maker must make a determination regarding responsibility and afford each party the opportunity to submit written, relevant questions that the parties want asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions.

~~GAAC Sexual Harassment~~ ~~GAAC-12~~

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;

- Address any district policies and/or conduct rules which apply to the facts;
- ~~A statement of, and rational for, the result as to each allegation, including a determination regarding responsibility. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on the respondent, and whether the remedies are designed to preserve access to the educational program or activity will be provided by the district to the complainant;~~ and
- The procedures and permissible bases for the complainant and/or respondent to appeal the determination.

~~The written determination may, but is not required to, recommend disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.~~

~~A copy of the written determination shall be provided to both parties simultaneously.~~

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment

~~GAAC Sexual Harassment~~ ~~GAAC-13~~
has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. If the investigation results in a recommendation

that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

If the investigation results in a recommendation that an employee be suspended with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

Records relating to complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

Appeals

The complainant or respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following base:

- Procedural irregularity that affected the outcomes;
- New evidence that was not reasonably available at the time that could affect the outcome; and/or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

~~GAAC – Sexual Harassment – GAAC-14~~

The request to appeal shall be made in writing to the Title IX Coordinator within ~~2010~~ days after the date of the written determination. Appeals shall be ~~on~~ a review of the record ~~and heard~~ by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the

Title IX Coordinator, the Investigator, or the decision-maker from the original determination.

The appeal decision-maker will issue a written decision within 30 days after the appeal is filed. The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;
- Notify both parties in writing of the filing of an appeal and give them ~~10 days after the appeal is filed~~ an opportunity to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

~~GAAC Sexual Harassment GAAC-15~~

Informal Resolution Process

At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and be informed of any consequences resulting from participating in the informal resolution process;
- The parties voluntarily and in writing consent to the informal resolution process; and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the proposed resolution, have both parties sign the documentation and receive a copy, and forward it to the

~~GAAC – Sexual Harassment – GAAC-16~~

Title IX Coordinator. Within 20 days after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved, or if the individual does not believe the resolution remains acceptable within 20 days

after the informal resolution document is executed, the individual or the Title IX Coordinator may proceed with the formal complaint process.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or appeal.

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving sex discrimination including sexual harassment is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

~~GAAC~~ Sexual Harassment ~~GAAC-17~~

To the extent possible while still following the above procedures, confidentiality will be maintained throughout the investigation and resolution of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to provide supportive measures to both parties, to take appropriate corrective action, and to provide due process to the complainant and the respondent.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be posted in each district facility, shall be published in employee handbooks, and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting information notices, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees. In addition, the district is required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved:

KASB Recommendation – 2/98; 8/98; 7/03; 6/04; 4/07; 6/15; 12/18; 06/20; 7/20;
6/21

(See GAF, JGECA and KN)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment, on the basis of race, color, national origin, or disability. Racial and disability harassment will not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial and disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. ~~Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to racially harass or harass on the basis of disability any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Violations of this policy by any employee shall result in disciplinary action, up to and including termination.

Harassment prohibited by this policy includes racially or disability-motivated conduct which:

- Affords an employee different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the employee to participate in or benefit from the services, activities or programs of the school;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

Racial or disability harassment may result from verbal or physical conduct or written or graphic material.

The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of racial or disability harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to racial or disability harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved

through this meeting may file a formal complaint under the district's discrimination complaint procedure in policy KN.

GAACA Racial and Disability Harassment: Employees

GAACA-3

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Any employee who witnesses an act of racial or disability harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action, up to and including termination.

Initiation of a complaint of racial or disability harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination from employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility and shall be published in employee handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Approved:

KASB Recommendation – 8/98; 7/03; 4/07; 9/12; 6/15; 12/18; 6/21

GAF Staff-Student Relations

GAF

(See GAAC, GAACA JGEC, JGECA and KN)

Staff members shall maintain professional relationships with students which are conducive to an effective educational environment. ~~Staff members shall not submit students to bullying, harassment, or discrimination prohibited by board policy.~~ Staff members shall not have any interaction of a romantic and/or sexual nature with any student at any time regardless of the student's age or consent.

Approved:

KASB Recommendation – 2/98; 7/03; 4/07; 6/07; 6/16; 6/21

IDAA Special Programs (See AEB, IC, and JJ)

IDAA

In addition to the educational program, the district shall provide programs to meet special needs. These programs shall be outlined in the appropriate handbooks or other documents following board review and approval.

Partnerships/Work-Study Program

The board may approve partnership/work-study programs with business and/or educational institutions for the purpose of improving and/or expanding the quality of curricular offerings, and may approve opportunities for partnership organizations to assist with specified programs.

A periodic review of the partnership's goals and objectives shall be conducted.

Approved:

KASB Recommendation – 6/04; 4/07; 6/21

JDD Suspension and Expulsion Procedures

JDD

(See AEB, EBC, IHEA, JBD, JCDBB, JDC, JCDA, JDDB, JDDC, and JHCAA)

Except as limited by Section 504 or ~~IDEA~~ the Individuals with Disabilities Education Act (“IDEA”), a student may be suspended or expelled, for reasons set forth in Kansas law. Any student who is suspended for a period of more than 10 days or expelled shall receive a copy of the current suspension and expulsion law and this policy. Suspension/expulsion hearings shall be conducted by the superintendent/designee or other certificated employee, or committee of certificated employees of the school in which the pupil is enrolled, or by any other hearing officer appointed by the board.

Reasons for Suspension or Expulsion

Students may be suspended or expelled for one or more of the following reasons:

- Willful violation of any published, adopted student conduct regulation;
- Conduct which substantially disrupts, impedes, or interferes with school operation;
- Conduct which endangers the safety or substantially impinges on or invades the rights of others;
- Conduct which constitutes the commission of a felony;
- Conduct at school, on school property, or at a school supervised activity which constitutes the commission of a misdemeanor;
- Disobedience of an order of a school authority if the disobedience results in disorder, disruption or interference with school operation; and
- Possession of a weapon at school, on school property or at a school-sponsored event.

Short-term Suspension

Except in an emergency, a short-term suspension (not exceeding ten school days) must be preceded by oral or written notice of the charges to the

JDD Suspension and Expulsion Procedures

JDD-2

student and an informal hearing. If a hearing is not held prior to the suspension, an informal hearing shall be provided no later than 72 hours after imposition of a short-term suspension.

Written notice of any short-term suspension shall be delivered to the student's parent or guardian within 24 hours after the suspension has been imposed. Short-term suspension hearings may be conducted by any person designated in policy as having the authority to suspend.

At the informal suspension hearing, the student shall have the right to be present and to be notified of the charges and the basis for the accusation. The student shall have the right to make statements in his/her defense after receiving notice of the charges.

Long-Term Suspension or Expulsion

Before a student is subject to long-term suspension (not to exceed 90 school days) or expulsion (not to exceed 186 school days or one calendar year for certain weapon and/or destructive device violations), a hearing shall be conducted by a hearing officer who has been authorized by the board. Formal hearings shall be conducted according to procedures outlined in current Kansas law and:

- The student and parents or guardians shall be given written notice of the time, date and place of the hearing.

- The notice shall include copies of the suspension/expulsion law, and appropriate board policies, regulations and handbooks.
- The hearing may be conducted by either a certified employee or committee of certified employees authorized by the board, the chief administrative officer, or other certified employee of the district in which the student is enrolled, or by an officer appointed by board.

JDD Suspension and Expulsion Procedures

JDD-3

- Expulsion hearings for weapons violations shall be conducted in compliance with Kansas law by persons appointed by the board.
- Findings required by law shall be prepared by the person or committee conducting the hearing.
- A record of the hearing shall be available to students and parents or guardians according to Kansas law.

Written notice of the result of the hearing shall be given to the pupil and to parents and guardians within 24 hours after determination of such result.

Rules Which Apply in all Cases When a Student May be Suspended or Expelled

- Refusal or failure of the student and/or the student's parents to attend the hearing shall result in a waiver of the student's opportunity for the hearing.
- A student suspended for more than 10 school days or expelled from school shall be provided with information concerning services or programs offered by public and private agencies which provide services to improve the student's attitude and behavior.
- A student who has been suspended or expelled shall be notified of the day the student can return to school.
- If the suspension or expulsion is not related to a weapons violation, the principal may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation. (See JDC)

- If the expulsion is related to a weapons violation the superintendent may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation if the student is allowed to return. (See EBC, JCDBB and JDC)
- The days a student is suspended or expelled are not subject to the compulsory attendance law.
- During the time a student is suspended or expelled from school, the student may not:

JDD Suspension and Expulsion Procedures

JDD-4

- Be on school property or in any school building without the permission of the principal.
- Attend any school activity as a spectator, participant or observer.

A student over the age of 18 or the parents or guardian of a student who is suspended for more than 10 days or expelled from school may appeal to the board within 10 calendar days of receiving written notice of the hearing results.

When a suspension is imposed during the school day, the student shall not be removed from school until a parent has been notified. If a parent cannot be notified during regular school hours, the student shall remain at school until the regular dismissal time.

Student Rights During a Long-Term Suspension/Expulsion Hearing

The student shall have the right:

- to counsel of his/her own choice;
- to have a parent or guardian present;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing; to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct;
- to an orderly hearing; and

- to a fair and impartial decision based on substantial evidence.

Appeal to the Board

The following conditions shall apply if a student who is age 18 or older or the student's parent or guardian files a written appeal of a suspension or expulsion:

JDD Suspension and Expulsion Procedures

JDD-5

- Written notice of the appeal shall be filed with the clerk within 10 calendar days of receiving the results of the hearing.
- The board shall schedule an appeal with the board or a hearing officer appointed by the board within 20 calendar days.
- The student and the student's parent shall be notified in writing of the time and place of the appeal at least 5 calendar days before the hearing.
- The hearing shall be conducted as a formal hearing using rules similar to those noted earlier for expulsion hearings.
- The board shall record the hearing.
- The board shall render a final decision no later than the next regularly scheduled board meeting after the conclusion of the appeal hearing.

Approved:

KASB Recommendation – 7/96; 8/98; 6/99; 6/00; 4/04; 6/06; 4/07; 12/14; 12/15; 6/21

6/21

JGEC Sexual Harassment (See GAAC, GAAD, GAF, JDDC and KN) JGEC

The board of education is committed to providing a positive and productive learning and working environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex, including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district in any district education program or activity ~~by board members, administrators, licensed and classified personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States. ~~Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school.~~ It shall ~~further~~ be a violation for any employee to discourage a student from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Sexual harassment shall include conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the

~~JGEC Sexual Harassment JGEC-2~~

provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include, but is not limited to: verbal harassment or abuse of a sexual nature; pressure for sexual activity; repeated remarks to a person with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning a student's grades, participation in extra-curricular activities, etc.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Any person may make a verbal or written report of sex discrimination by any means and at any time.

(Position or name, address, email address, and phone number of the Title IX Coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination.

Information concerning the provisions of these Acts, and the rights provided thereunder, are avail-

~~JGEC Sexual Harassment JGEC-3~~

able from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Response to Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Any students who believe that he or she has been subjected to sexual harassment should report the alleged harassment to the building principal, another administrator, the guidance counselor, the Title IX Coordinator, or another licensed staff member. All employees receiving reports of sexual harassment from a student shall notify the Title IX Coordinator.

Definitions

The following definitions apply to the district in responding to complaints of sexual discrimination including sexual harassment as defined by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination.

The “complainant” means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a con-
~~JGEC~~ Sexual Harassment ~~JGEC-4~~
sideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

The “decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

“Domestic violence” includes crimes of violence committed by a person who is a current or former spouse, partner, person with whom the victim shares a child, or who is or has cohabited with the victim as a spouse or partner, by a person similarly situated to a spouse of the victim under Kansas or applicable federal law, or by any other person against an adult or youth victim having protection from such person’s acts by Kansas or applicable federal law.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

The “investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report.

A “respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

~~JGEC~~ Sexual Harassment ~~JGEC-5~~

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

The “Title IX Coordinator” is the individual designated at the district level who has responsibility to coordinate compliance with Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including ~~by~~ avoiding prejudgment of the facts, conflicts of interest, and bias. Decision-makers shall

receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators shall

~~JGEC Sexual Harassment JGEC-6~~

receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable student conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness, and persistence. Behaviors which are unacceptable but do not constitute harassment may provide grounds for discipline under the code of student conduct.

If discrimination or harassment has occurred, the district will take prompt, remedial action to stop it and prevent its reoccurrence.

The Title IX Coordinator shall promptly respond in a meaningful way to any reports of sexual discrimination including sexual harassment of which the district has actual knowledge as follows:

- Contact the complainant within 10 business days and discuss the availability of supportive measures, with or without the filing of a formal complaint, and consider the complainant’s wishes as to supportive measures; and

~~JGEC Sexual Harassment JGEC-7~~

- Inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Supportive Measures

The district will treat the complainant and respondent equitably by offering supportive measures. These non-disciplinary and non-punitive measures will be offered as appropriate, as reasonably available, and without cost to the complainant or the respondent. Supportive measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party. “Supportive Measures” shall include, but not be limited to, measures designed to protect the safety of all parties, to protect the district’s educational environment, or to deter sexual harassment. These measures may include counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other similar measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Formal Complaint

No investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

A formal complaint is a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting an investigation. The procedures for filing a formal complaint are as follows:

~~JGEC~~ Sexual Harassment ~~JGEC-8~~

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
- An investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by a qualified individual designated by the Title IX Coordinator or another individual appointed by the board. The investigation shall be thorough. All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

~~JGEC~~ Sexual Harassment ~~JGEC-9~~

Formal Complaint Notice Requirements

Upon filing of a formal complaint, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.
- An explanation of the district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, notice of the additional allegations shall be provided to known parties.

Formal Complaint Investigation Procedures

To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied with an advisor of the party's choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint, including the investigative report, and the opportunity to respond to that evidence before a determination is made;
- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

JGEC ~~Sexual Harassment~~ JGEC-11

Formal Complaint Investigation Report

The investigator shall prepare an investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors for review and response.

Before completing the investigative report, the investigator must send each party and their advisors the investigative report for review and allow the parties 10 days to submit a written response for the investigator's consideration.

~~————The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.~~

Decision-Maker's Determination

Upon receiving the investigator's report, the decision-maker must make a determination regarding responsibility and afford each party the opportunity to submit written, relevant questions that the parties want asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;

~~JGEC Sexual Harassment JGEC 12~~

- Address any district policies and/or conduct rules which apply to the facts;
- ~~A statement of, and rational for, the result as to each allegation, including a determination regarding responsibility. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on the respondent, and whether~~

~~remedies designed to restore or preserve access to the educational program or activity will be provided by the district to the complainant;~~ and

- The procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

_____A copy of the written determination shall be provided to both parties simultaneously.

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

If the investigation results in a recommendation that an employee be suspended with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

~~JGEC Sexual Harassment JGEC-13~~

Records relating to complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed; or on the date the opportunity for an appeal expires.

Appeals

The complainant or respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

- Procedural irregularity that affected the outcomes;
- New evidence that was not reasonably available at the time that could affect the outcome; and/or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within ~~20~~10 days after the date of the written determination. Appeals shall be ~~on~~ a review of the record ~~and heard~~ by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the Investigator, or the decision-maker from the original determination.

The appeal decision-maker will issue a written decision within 30 days after the appeal is filed. The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

~~JGEC Sexual Harassment~~ ~~—————~~ ~~JGEC-14~~

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;

- Notify both parties in writing of the filing of an appeal and give ~~them 10 days~~ after the appeal is filed an opportunity to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Informal Resolution Process

At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;

~~JGEC Sexual Harassment JGEC-15~~

- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process, resume the investigation of the formal

complaint, and be informed of any consequences resulting from participating in the informal resolution process;

- The parties voluntarily and in writing consent to the informal resolution process; and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the proposed resolution, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. Within 20 days after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved, or if the individual does not believe the resolution remains acceptable within 20 days after the informal resolution document is executed, the individual or the Title IX Coordinator may proceed with the formal complaint process.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or appeal.

JGEC Sexual Harassment JGEC-16

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies, including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

The filing of a complaint or otherwise reporting sex discrimination including sexual harassment shall not reflect upon the individual's status or grades. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving sex discrimination, including sexual harassment, is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including expulsion for a student or termination of employment for an employee.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be posted in each district facility shall be published in student handbooks, and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees. In addition, the district is required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved:

KASB Recommendation – 7/96; 8/98; 7/03; 4/07; 6/13; 6/15; 12/18; 6/20; 7/20;

6/21

(See GAACA, GAAB, GAF, JDDC and KN)

The board of education is committed to providing a positive and productive learning and working environment, free from discrimination, including harassment, on the basis of race, color, national origin, or disability. Discrimination or harassment on the basis of race, color, or national origin (“racial harassment”) or on the basis of disability (“disability harassment”) shall not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity ~~by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with the school district~~ is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial or disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. ~~Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.~~

~~It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to so harass any student, employee or other individual associated with the school.~~ It shall further be a violation for any employee to discourage a student from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Prohibited conduct under this policy includes racially or disability-motivated conduct which:

- Affords a student different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the student to participate in or benefit from the services, activities or programs of the school;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile academic environment; or
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with a student's academic performance or ability to participate in or benefit from the services, activities or programs of the school.

Racial or disability harassment may result from verbal or physical conduct or written graphic material.

The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. The district will promptly investigate all complaints of racial or disability harassment and take prompt corrective action to end the harassment.

Any student who believes he or she has been subject to racial or disability harassment or has witnessed an act of alleged racial or disability harassment, should discuss the alleged harassment with the building principal, another administrator, the guidance counselor, or another certified staff member. Any school employee who receives a complaint of racial or disability harassment from a student shall inform the student of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal.

If the building principal is the alleged harasser, the complaint shall be reported to the district compliance coordinator. The building

~~JGECA~~ Racial and Disability Harassment ~~JGECA-3~~

principal shall discuss the complaint with the student to determine if it can be resolved. If the matter is not resolved to the satisfaction of the student in this meeting, the student may initiate a formal complaint under the district's discrimination complaint procedure in policy KN.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable student conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may provide grounds for discipline under the code of student conduct. The discipline of a student for violation of any provision of the code of student conduct may be enhanced if the conduct is racially or disability motivated.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

An employee who witnesses an act of racial or disability harassment shall report the incident to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action.

When a complaint contains evidence of criminal activity or child abuse, the compliance coordinator shall report such conduct to the appropriate law enforcement or DCF authorities.

~~JGECA — Racial and Disability Harassment — JGECA-4~~

To the extent possible confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

The filing of a complaint or otherwise reporting racial or disability harassment shall not reflect upon the student's status or grades. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including expulsion for a student or termination of employment for an employee.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility and shall be published in student handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually, if applicable.

Approved:

KASB Recommendation—8/98; 7/03; 4/07; 6/09; 9/12; 6/15; 12/18; 6/21

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- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile academic environment; or
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~~JGECA~~ Racial and Disability Harassment ~~JGECA-3~~

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Approved:

KASB Recommendation—8/98; 7/03; 4/07; 6/09; 9/12; 6/15; 12/18; 6/21

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Procurement – Federal Programs

This document is intended to integrate standard district purchasing procedures with additional requirements applicable to procurements that are subject to the federal Uniform Grant Guidance regulations concerning the use of federal funds and/or U.S. Department of Agriculture (USDA) regulations governing school food service programs. The district maintains the following purchasing procedures, in accordance with federal and state laws, regulations, and board policy to aid in making purchases with federal funds. (2 CFR 200.318-200.325; 7 CFR 210.16, 210.19, 210.21, 215.14a, 220.16; K.S.A. 72-1151; board policies DFAB, DFAC, DJE, DJEB, DJED, DJEE, DJEF, DJEG, DJEJ, DJFA, and DJFAB)

201721 Procurement Thresholds		
Kansas Bid Threshold	\$20,000	For construction, reconstruction or remodeling or for the purchase of materials, goods or wares
Federal Micro-Purchase Threshold	\$3,500 <u>\$10,000</u>	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1)
Federal Simplified Acquisition Threshold	\$150,000 <u>\$250,000</u>	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1)

*Please review this Procurement attachment annually and update amounts accordingly

Responsibility for Purchasing

The board has outlined standard district purchasing responsibility, methods of purchasing, price quotations and bid, requirements in the following board policies and their accompanying administrative regulations and/or procedures:

DFAB: Standard of Conduct for Federally Funded Contracts

DFAC: Federal Fiscal Compliance

DJE: Purchasing

DJEB: Quality Control

DJED: Bids and Quotations Requirements

DJEE: Local Purchasing

DJEF: Requisitions

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(Sample Procedure)

DJEG: Purchase Orders and Contracts

DJEJ: Payment Procedures

DJFA: Purchasing Authority

DJFAB: Administrative Leeway

Purchase Methods

When a request for expenses for construction, reconstruction, or remodeling or for the purchase of materials, goods, or wares has been submitted and approved as outlined below, the procurement method to be used will be determined based on the type of purchase and the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds for determining when the quote or formal bidding procedures that are required by state law as reflected in Policy DJED must be modified when making purchases for federally funded purposes to which the Uniform Grant Guidance or USDA regulations apply to comply with both state and federal requirements. At each point where requirements for food service-related procurement under USDA regulations differ, a note will refer to the Food Service Program Notes at the end of this procedure. Final determination of which purchasing procedures are to be applied is delegated to the { } *Purchasing Agent* { } *Superintendent* { } *Business Manager* under the authority of the Board.

Standard Procurement Documents and Purchase Request Process

The district shall use { } *purchase orders* { } *requisitions* for purchase requests in accordance with the applicable purchase method.

The district shall use { } *paper* { } *electronic* purchasing records, which are pre-numbered and are accessible to designated purchasing staff in { } *the district office* { } *the business office* { } *Purchasing Agent's office* { } *Other* _____.

Purchase requests by an employee must be submitted to the building administrator or immediate supervisor. Purchase of all budgeted items or items approved by an administrator or supervisor must be initiated by use of a purchase order or requisition submitted to the purchasing agent.

Purchase orders and requisitions shall contain information including, but not necessarily limited to:

1. Description of the services to be performed or goods to be purchased;
2. Location of where services will be performed or goods will be delivered;
3. Appropriate dates of service or delivery;
4. { } *Other (describe)* _____.

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Documentation on purchase orders and requisitions shall be maintained in accordance with the district's Public Records policy (CN) and Federal Fiscal Compliance policy (DFAC).

Contracts shall be reviewed by the { } *Board Clerk* { } *Business Manager* { } *Superintendent* { } *Board's Attorney* prior to submission to the board for approval.

Contracts to which the Uniform Grant Guidance apply shall contain the clauses specified in Appendix II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), when applicable.

[See Food Service Program Notes below for specific clauses required by USDA regulations to be included in cost reimbursable procurement contracts.]

Micro-Purchases Not Requiring Quotes or Bidding

For purposes of this procedure, **micro-purchase** means a purchase of supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of ~~\$3,500~~\$10,000. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$3,500~~\$10,000. (48 CFR Subpart 2.1)

Note: The micro-purchase maximum for federal purposes is lower than the amount below which the Policy DJED allows purchase for nonfederal purposes to be made without using formal competitive bidding.

The micro-purchase method is used to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the district distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices, and other terms. The { } *Superintendent* { } *Business Manager* { } *Purchasing Agent* { } *Board Clerk* { } *Board Treasurer* will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without soliciting competitive quotations if the district considers the price to be reasonable. The district will maintain evidence of this reasonableness in the records of all micro-purchases. **Reasonable** means that sound business practices were followed, and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased.

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(Sample Procedure)

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

Small Purchase Procedures

For purposes of this procedure, **small purchase procedures** are those relatively simple and informal procurement methods for securing materials, goods, or wares or for completing construction, reconstruction, or remodeling that cost more than the amount qualifying as a micro-purchase and do not cost \$20,000 or more, or in the case of services other than construction, reconstruction or remodeling, where the total cost does not exceed the ~~\$150,000~~\$250,000 federal Simplified Acquisition Threshold at which formal competitive bidding or competitive proposals are required. Small purchase procedures cannot be used for construction, reconstruction or remodeling costing \$20,000 or more or for the purchase of materials, goods or wares costing \$20,000 or more because the board policy and Kansas law requires formal competitive bidding at that level of cost.

The base amount at which bidding is required under state law for construction, reconstruction or remodeling or for the purchase of materials, goods or wares is \$20,000. (K.S.A. 72-1151)

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$150,000~~\$250,000. (48 CFR Subpart 2.1)

Because state law does not require **competitive** bidding for the purchase of services other than for construction, reconstruction or remodeling with a cost in excess of \$20,000, small purchase procedures, including a request for proposal (RFP) procedure, may be used for procurement of such other services except when the estimated total cost will be at or over the federal threshold at which formal competitive bidding or competitive proposals are required (~~\$150,000~~\$250,000).

[See Food Service Program Notes below for exemption from bidding for purchases of perishable food items costing less than ~~\$150,000~~\$250,000.]

Formal Competitive Bidding

Publicly Solicited Sealed Competitive Bids:

For construction, reconstruction, or remodeling or for the purchase of materials, goods or wares, sealed competitive bids are publicly solicited and awarded to the lowest responsible bidder as provided in Policy DJED when the total cost is estimated to be \$20,000 or more.

Note: The amount at which formal competitive bidding or competitive proposals are required by federal regulations is much higher than the base amount at which the policy and state law requires

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

competitive bidding. Therefore, the lower base amount specified by Policy DJED will be used for purchases of equipment or supplies, or for obtaining services for construction, reconstruction or remodeling costing \$20,000 or more.

State law does not require bidding for the purchase of services other than for construction, reconstruction or remodeling regardless of total cost. For procurement of such other services for federally funded purposes to which the Uniform Grant Guidance applies, formal competitive bidding or competitive proposals will be used when the estimated total cost will be at or over the federal threshold of ~~\$150,000~~\$250,000.

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than ~~\$150,000~~\$250,000. (48 CFR Subpart 2.1)

For procurement of services costing at or over the ~~\$150,000~~\$250,000 federal threshold other than for construction, reconstruction or remodeling, the use of competitive sealed bidding is considered feasible and appropriate when:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Competitive Proposals

State law does not require public school entities to solicit competitive bids for services other than for construction, reconstruction or remodeling, for which competitive bidding is required if the cost will be a base amount of \$20,000 or more.

Federal regulations allow the use of competitive proposals as an alternative to formal competitive bidding when conditions are not appropriate for the use of sealed bids.

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

In the case of services other than for construction, reconstruction or remodeling costing less than that threshold, the district may use small purchase procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law and Policy DJED for the acquisition of services other than for construction, reconstruction or remodeling, and can be used if the total cost will be less than ~~\$150,000~~\$250,000.

When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The district shall comply with other applicable state and federal law and regulations, board policy and administrative regulations or procedures regarding purchasing; the district may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. There must be a written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
5. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation, are allowed. The method where price is not used as a selection factor can only be used in procurement of A/E professional services and cannot be used to purchase other services through A/E firms.

Competitive proposals shall be evaluated by the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* based on factors including but not limited to:

1. Cost.
{ } *Experience of contractor.*

{ } *Availability.*

{ } *Personnel qualifications.*

{ } *Financial stability.*

{ } *Minority business, women's business enterprise, or labor surplus area firm status.*

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

{ } *Project management expertise.*

{ } *Understanding of district needs.*

{ } *Other _____.*

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the { } *Board*
{ } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* { } *school solicitor.*

Contract/Price Analysis

The district performs a cost or price analysis in connection with every procurement action in excess of ~~\$150,000~~\$250,000, including contract modifications. (2 CFR Sec. 200.323(a)).

A **cost analysis** generally means evaluating the separate cost elements that make up the total price, while a **price analysis** means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator* must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.323(a)). As part of the analysis, the _____ will enact established business practices which may include evaluation of similar prior procurements and a review process.

Negotiated Profit

In any procurement in which there has been no price competition, or in which a cost-analysis is performed, profit must be negotiated separately as an element of price. Accordingly, solicitations of bids, proposals or quotes shall require that bids, proposals or quotes be limited to costs other than profit, and exclude profit.

To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR Sec. 200.323(b)).

When profit must be negotiated as a separate element of the total price, it shall be negotiated by the { } *Superintendent* { } *Business Manager* { } *Federal Programs Coordinator.*

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals means procurement through solicitation of a proposal from only one (1) source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source.

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(Sample Procedure)

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An **emergency** exists whenever the time required for the board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes.
3. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the district.
4. After solicitation of a number of sources, the district determines the competition is inadequate.

In addition to standard procurement policy and procedures, the district will document the grounds for using the noncompetitive method in lieu of an otherwise required competitive method of procurement, which may include written confirmation from the contractor as the sole source of the item. Documentation must be submitted to and maintained by the district office. All noncompetitive proposals will ultimately be approved by the board. The district may utilize legal advice regarding noncompetitive proposals.

Profit must be negotiated separately for noncompetitive proposals, and a cost or price analysis will also be performed for noncompetitive proposals when the price exceeds ~~\$150,000~~ \$250,000.

Purchase Cards

The district approves the use of procurement cards for permissible purchases by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar purchases, and streamline contractor payment.

Procurement cards may be used for purchases under federal programs.

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR Sec. 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
7. Any arbitrary action in the procurement process.

Minority Businesses, Women’s Business Enterprises, Labor Surplus Area Firms

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

The district must take necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (2 CFR Sec. 200.321)

1. Placing qualified small and minority business and women’s business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contractor, if subcontracts are let, to take the affirmative steps listed above.

Geographical Preferences Prohibited

The district must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals for purchases made with federal funds, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

[See Food Service Program Notes below for permissibility of geographic preferences and “Buy American” practices in purchasing certain food products]

Prequalified Lists

The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Solicitation Language

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

The district must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Avoiding Acquisition of Unnecessary or Duplicative Items

The district must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration must be given to consolidating or breaking out procurements to obtain a more economical purchase; and, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Such considerations are accessible in the procedure to Policy DFAC: Allowability of Costs – Federal Programs.

Use of Intergovernmental Agreements and Cooperative Purchasing

To foster greater economy and efficiency, the district enters into state and local intergovernmental agreements where appropriate for cooperative purchasing or use of common or shared goods and services, as permitted by the Intergovernmental Cooperation Act.

When procuring supplies or services for federally funded purposes to which the Uniform Grant Guidance applies, the district shall verify that the organization conducting the procurement pursuant to such agreements complies with the applicable procurement methods, requirements, and standards of the Uniform Grant Guidance as outlined in this procedure.

Use of Federal Excess and Surplus Property

The district considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The district awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

The district may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the district verifies that the contractor with whom the district intends to do business is not excluded or disqualified. (2 CFR Part 200, Appendix II, and 2 CFR Sec. 180.220 and 180.300).

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The { } *Business Manager* { } *Federal Programs Coordinator* will be responsible for verification. Such verification may include accessing the online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Maintenance of Procurement Records

The district must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

Maintenance of records of procurement will be governed by board Policies CN and DFAC.

Time and Materials Contracts

The district may use a time and materials type contract only: (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. **Time and materials type contract** means a contract whose cost to the district is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the district must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlements of Issues Arising Out of Procurements

The district alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

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(Sample Procedure)

These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the district of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The district maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. Protest procedures will be acted on in accordance with current state law and regulations, board policy and administrative regulations and procedures, and the advice of the board's legal counsel.

Food Service Program Notes:

Exemption from Bidding for Perishable Food Items -

Kansas law exempts purchases of food and foodstuffs necessary for the implementation or operation of any child nutrition program from bidding requirements. Bidding for such items is required only if the cost would be at or over the federal threshold at which formal competitive bidding is required (~~\$150,000~~\$250,000). Small purchase procedures may be used for purchases below ~~\$150,000~~\$250,000, or micro-purchase procedures for purchases below ~~\$3,500~~\$10,000. Use of bidding should be considered as an option if it is feasible and likely to result in cost savings.

Geographic Preferences -

The district is permitted to apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products. When a geographic preference is applied, the district has discretion to determine the local area to which the geographic preference option will be applied.

Unprocessed locally grown or locally raised agricultural products means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two (2) or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR Sec. 210.21, 215.14a, 220.16)

Buy American -

The district shall purchase, to the maximum extent practicable, domestic commodities or products for food service purposes. The term **domestic commodity or product** means: (7 CFR Sec. 210.21, 220.16)

1. An agricultural commodity that is produced in the United States; and

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Mandatory Contract Clauses -

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. (a) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
(b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
3. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
4. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
5. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
6. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

Contracts with Food Service Management Companies -

Procedures for selecting and contracting with a food service management company (FSMC) shall comply with guidance provided by the Kansas State Department of Education, Division of Child Nutrition and Wellness, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 215.14a, 220.16)

DFAC PROCUREMENT – FEDERAL PROGRAM

(Sample Procedure)

Pre-Plated Meals -

Procedures for selecting and contracting with contractors of pre-plated meals shall comply with guidance provided by the Kansas State Department of Education, Division of Child Nutrition and Wellness, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 220.16)

Approved:

KASB Recommendation – 6/17; 6/18; 6/21

USD ___ Bullying Plan

(Also see Policies GAAE and JDDC)

Bullying means: Any intentional gesture or any intentional written, verbal, electronic, or physical act or threat either by any student, staff member, or parent towards a student or by any student, staff member or parent towards a staff member that is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment that a reasonable person, under the circumstances, knows or should know will have the effect of:

- Harming a student or staff member, whether physically or mentally;
- Damaging a student's or staff member's property;
- Placing a student or staff member in reasonable fear of harm; or
- Placing a student or staff member in reasonable fear of damage to the student's or staff member's property.

Bullying also includes cyberbullying. "Cyberbullying" means bullying by use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, online games, and websites.

Additionally, bullying means any form of intimidation or harassment prohibited by the board of education of the school district in policies concerning bullying adopted pursuant to K.S.A. 72-6147 or subsection (e) of K.S.A. 72-1138, and amendments thereto. USD ___ will not tolerate these actions by students, staff, or parents.

For the purposes of this plan and its authorizing policies, "parent" includes a biological, adoptive, or step-parent; guardian; custodian; or other person with authority to act on behalf of a student.

Similarly, a "staff member" means any person employed by the district.

Any act of bullying by either an individual student or group of students towards a student or staff member of the district is prohibited on or while utilizing school property, in a school vehicle, or at school-sponsored activities, programs, and events. This policy applies to students who directly engage in an act of bullying, to students who, by their behavior, support another student's act of bullying, and to all staff members and parents who engage in similar behaviors.

**JDDC ~~REPORT TO LOCAL LAW ENFORCEMENT (BULLYING)~~ SHORT MODEL
BULLYING PLAN**

Training concerning identifying, reporting, investigating, and preventing bullying behaviors as outlined in district policies and this plan shall be provided to students and staff members using ~~district~~ resources available for such purpose and shall be provided through school assemblies, staff development, or other appropriate forums at least {annually/biannually}.

USD _____ focuses on bullying prevention by:

1. Developing a bullying prevention program based on the KSDE Bullying Prevention Resource Toolkit including addressing bullying, building adult capacity to change climate and culture, curriculum and instructional resources, and measuring social -emotional learning;
2. Using the Kansas State Department of Education’s Social - Emotional and Character Development Standards to address school bullying and student mental health;
3. Implementing a social- emotional learning curriculum that includes an anti-bullying family engagement component;
4. Providing students and families with information and resources annually on bullying, cyberbullying, digital citizenship and how to make smart choices on-line;
5. Providing students and families with the district’s student behavior expectations relating to bullying and explanations for incidences that do not meet the legal definition of bullying;
6. Tracking incidences of bullying including physical, cyber, verbal, and relational bullying and reporting this information to the Kansas State Board of Education;
7. Collecting data on bullying incidences from social emotional data sources and annually reviewing this information with the board of education;
8. Developing cultural awareness and understanding that certain demographic groups are disproportionately bullied at a higher rate than peers based upon sex, disability, socio-economic status, religious beliefs, gender identity and expression, ~~sexual-orientation~~, and race/ethnicity (including migrant populations);
9. Requiring all school employees to complete the following bullying prevention, identification, reporting and training module (describe district’s annual training program).

The board or the district administration on behalf of the board may seek student, staff, parent, and/or community input on the adoption, revision, and/or implementation of the board’s bullying policies or plan as directed or approved by the board.

No teacher, administrator, or school district employee shall engage in, permit, or tolerate bullying.

Retaliation against a victim, good faith reporter, or a witness to bullying is prohibited. A student or staff member who engages in an act of bullying, reprisal, ~~retaliation~~retaliation, or false reporting of bullying,

**JDDC ~~REPORT TO LOCAL LAW ENFORCEMENT (BULLYING)~~ SHORT MODEL
BULLYING PLAN**

shall be subject to discipline in accordance with school district policy and procedures. The school administration and/or board may ~~take into account~~consider the following factors when determining an appropriate disciplinary action for such prohibited conduct: the ages of the parties involved; the developmental and maturity levels, special education needs of the parties involved, and the nature, frequency, and severity of the behavior.

Discipline guidelines for student bullying may be found in student and employee handbooks. Offenses over time or single offenses which are severe in nature may result in discipline up to and including suspension and/or expulsion or termination from employment. Parents participating in prohibited bullying conduct aimed at district students and/or staff members may jeopardize their access to district facilities; district property; school sponsored activities, programs, and events; and/or district students and/or staff members through the district's communication systems. As appropriate, reports to local law enforcement will be filed to report criminal bullying behaviors. (See Policies EBC, GAAC, GAACA, JGEC, JGECA and KN)

Approved:

KASB Recommendation – 6/18; 6/21

JDDC REPORT TO LOCAL LAW ENFORCEMENT (BULLYING)

- Sample Form -

Retype to suit local needs, remove from policy book and file with the clerk and principals. Form could also be included in staff or student handbooks.

Report to Local Law Enforcement USD ___
--

Pursuant to Kansas law, the administrator or other school employee whose signature appears below is reporting the following crimes.

Briefly describe each incident and the person/s involved in a misdemeanor or felony behavior at school, on school property, or at a school activity.

Date	School/Location	Student/s or Person/s Involved	Brief Description of bullying incident/s.
1.			
2.			

School Districts are required by Federal Law and K.S.A. 72-6311 to protect the privacy rights of students under the age of 18.
--

Signed: _____
Administrator or other school employee

c/superintendent, USD ___; c/student's file/employee's file as allowed by applicable negotiated language

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 - Staff Training Required
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JQKA.....Foreign Exchange Students (See JBC)

JQL.....Hearing Procedures for Exceptional Students

JQLA.....Class-size/Caseload Limits for Exceptional Students

JR.....Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

JRATypes of Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Permanent Student Records

Administrative records

Supplementary records

Tentative records

JRBRelease of Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Directory Information

Forwarding Pupil Records

JRCDisposition of Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

JRDHearing Request

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

JS.....Student Fees and Charges

Credit Card Payments

Fee Schedules

Debt Collection

Forwarding Pupil Records

Staff Changes for 2020-2021

(Hi-lited are needing approval. All others have been approved at previous meeting)

KPERS Retirees:	Retirement Date:	Membership Date:
Cynthia Vignery	07/01/2021	08/02/1993
Kimberly Sprague	07/01/2021	08/24/1992
Anne Stone	07/01/2021	12/08/2014
Tami Peltier	06/01/2021	08/21/1990
Patty Mosher	06/01/2021	08/21/2006
Bruce Clark	07/01/2021	08/11/1997

Resignations:

- Tamara Roberts – 6th-12th Physical Education Teacher
- Joshua Pounds – Woods Teacher
- Steen Danielsen – Assistant Principal and Athletic/Activities Director at CJSHS
- Melissa Petesch – LCNCK Social Worker
- Taylor Danielsen – 2nd Grade Teacher at CES
- Fallon Craig – Interrelated Teacher at Washington Co. Schools
- Robert Smith – Interrelated Teacher at Washington Co. Schools
- Deanna Brown – Interrelated teacher at USD 109
- Paul Gladbach – Vocational Ag Teacher
- Chad Kenworthy – Assistant Principal of Instruction
- Nikki Chacon – Math Teacher at CJSHS
- Darlene Griffiths – Principal at CMS
- Emily Lucas – Interrelated Teacher at USD 108
- Michael Wahlmeier – Math Teacher at CJSHS
- Mary Lisa Thoman – .5 FTE Certified Librarian
- Kathy Beougher - LCNCK School Psychologist .4FTE (hired for 2020-2021 only)
- Linda Smith – 9-12 Interrelated Teacher at CJSHS**
- Samantha Kraft - .5 FTE Interrelated Teacher/.5 Early Childhood Teacher at Republic Co.**

New Hires:

Keaton Snavelly – CJSHS Woods Teacher (Repl. J. Pounds)

Trey Kuhlman – CES/CMS Teacher (TBD)

Alyssa Smtih-Breen - CES/CMS Teacher (TBD)

Mariah Blazek – CES/CMS Teacher (TBD)

Kylie Williams – LCNCK Social/Emotional Behavior Consultant (New Position)

Brad Wildeman – 7-8th Grade Science Teacher (New Position)

Brandy Rose-McCubbin – Interrelated Teacher at Washington Co. (Repl. E. Lucas)

Jordan Champlin - USD#333 Social Worker (New Position)

Chad Kenworthy – Assistant Principal of Instruction (New Position)

Chad Eshbaugh – CJSHS/CMS Athletic Director/Assistant Principal (Repl. Steen Danielsen)

Shawn Hood – Art Teacher at CES (Repl. K. Sprague)

Rachel Lord – Art Teacher at CJSHS (Repl. T. Peltier)

Daniel Hyman – Vocational Ag Teacher (Repl. P. Gladbach)

Kale Katt – CJSHS Principal (Repl. C. Kenworthy)

Anna Sassman – MTSS Coordinator/Instructional Support (Repl. M.L. Thoman)

Michael Cyr – Mathematics Teacher (Eff. 1/1/2022 pending licensure) (repl. M. Wahlmeier)

Robin Daniels – Mathematics Teacher (Repl. N. Chacon)

Hannah Swihart – 4th-8th Grade Interrelated Teacher at Clifton-Clyde (Repl. A. Ediger)

Jackie Kindel – LCNCK Pre-K-5 Interrelated Teacher (Repl. S. Kraft)

Christina Lesslie – 5th Grade Teacher at CMS (Repl. A. Koops)

Transfers:

Rio Brown – X-fer from CES Counselor to CJSHS Physical Education Teacher (Repl. T. Roberts)

Chad Kenworthy –X-Fer from Assistant Principal of Instruction to Principal of CJSHS (Repl. Troy Keiswetter)

Troy Keiswetter – X-fer from Principal of CJSHS to Principal of CMS (Repl. D. Griffiths)

Alexis Koops- X-fer from 5th Grade Teacher at CMS to 9-12 Interrelated Teacher at CJSHS (Repl. L. Smith)

NAME**POSITION**

Updated 6/14/2021

LCNCK New Hires

Charity Brown

Substitute Teacher/Para

LCNCK Resignations

Carol Robbins

Para Educator at USD 109

Cynthia Weber

Administrative Assistant

LCNCK Terminations**LCNCK Deceased****LCNCK Transfers****USD #333 New Hires**

Charity Brown

Substitute Teacher/Para

Colton Martin

Custodian (Repl. B. Clark)

USD #333 Transfers**USD #333 Resignations**

Kendalyn Allen

CAP

Jennifer Giersch

School Nurse

USD #333 Terminations**USD #333 Deceased**



UNIFIED SCHOOL DISTRICT NO. 333

NEGOTIATED AGREEMENT

2021-22 SCHOOL YEAR

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DEFINITIONS

ADMINISTRATION: All employees so designated by the Board as serving the District in an administrative capacity.

ASSOCIATION: The Board of Education recognizes the North Cloud Education Association (NCEA), an affiliate of Kansas-NEA for the purposes of professional negotiations as the exclusive representative of the bargaining unit.

BOARD: The Board of Education of Unified School District 333, Concordia Cloud County, Kansas

DAYS: Except when otherwise indicated, days shall mean school days.

DISTRICT: Unified School District (USD 333)

EMPLOYEE: The terms “employee” and “teacher” may be used interchangeably, but shall mean the same.

EXCLUSIVE BARGINING UNIT: The bargaining unit shall be defined as those contract employees of the Board of Education in positions which require a certificate/license issued by the State Board of Education or employed in a professional, educational, or instructional capacity by the Board of Education, but shall not mean any such person who is an administrative employee or administrative intern.

HE, HIM, HIS: Shall apply as appropriate to the male and/or female person(s)

KNEA: Kansas National Education Association

NEA: National Education Association

SUPERINTENDENT: Superintendent of Schools of Unified School District 333, Concordia, Kansas

TEACHER: All employees of the Board in positions which require a license issue by the State Board of Education, but shall not mean any such person who is an administrative employee.

IMMEDIATE SUPERVISOR: Refers to the building principal.

IMMEDIATE FAMILY: This shall include husband or wife, mother, father, brother, sister, son daughter, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law, and daughter-in-law. This would include any person whose regular residence is in the home of the employee.

EXTRA DUTY PAY: Reimbursement for activities such as gate-keeping, score book, etc.

SUPPLEMENTAL PAY: Reimbursement for those activities covered by supplemental contracts such as coaching, music and sponsorships.

DAILY RATE: One, divided by the number of days in the professional employee's annual contract, times his/her salary.

EXTENDED DAY CONTRACTS: Days in addition to the regular work year which are contracted with the individual professional employee and which are approved by the Board.

PAY FOR EXTENDED DAY CONTRACTS: Professional employees will be compensated for each day of an extend contract at his/her daily rate, or proportionate amount if working under a part-day contract.

SALARY DEDUCT: A salary deduction, if necessary, will be an amount equal to the daily rate of the professional employee so affected; however, in the event of professional employee has used up all his/her accumulated sick leave, the deduct will be 1/184th of the employee's annual contract.

ARTICLE I - POLICY ON GRADUATE HOURS REQUIREMENT

- A. Certified classroom teachers in Unified School District No. 333 must possess a valid certificate and be properly certified to teach, and must meet all state requirements for continuous certification.
- B. Hours of credit must be earned in the field of teaching currently certified for, or a related field. Courses other than those in the teaching field are to be approved by the Board of Education or its representative. To advance horizontally on the salary schedule, hours of credit must be graduate credit and must be taken after the date of completion of all requirements for the previous degree, i.e. Bachelors plus 30 to mean, 30 graduate hours taken after the date of conferring of the Bachelor's Degree.
- C. When a teacher is hired into the district whose Master's degree required more than 32 graduate hours, that teacher shall be placed in the column which best matches, but does not exceed, the graduate hours required for the degree. The teacher shall then be required to earn additional hours after the degree for movement to a higher column.

ARTICLE II - SALARY SCHEDULE

- A. The base of the salary schedule will be \$40,000 for the 2021-2022 school year. The Masters-60hrs column shall remain infinite. The Supplemental Salary Base Salary will remain at \$37,700(19-20 level) and steps for coaching experience will be granted.
- B. Teachers are to be placed on the salary schedule using one vertical step for each one year of experience. A teacher with more experience than steps available on their column will be placed at the bottom step.
- C. The compensation of teachers for supplemental assignments and extra assignments related to primary teaching assignments will be in accordance with the attached supplemental and extra assignment salary schedules. All persons with a supplemental contract or an extra assignment who were not at the bottom of the column (last year) will be advanced one vertical step for experience.

- D. Compensation for work, related to the primary contract, beyond the individual teacher's designated contract year, and as requested by the administrative staff and approved by the Superintendent, will be paid at the rate of 1/184 of the teacher's base salary.
- E. Teachers hired before September 1, 1995, who are on an extended contract will be paid on a monthly basis under which they were hired.
- F. Teachers hired after September 1, 1995, who are on an extended contract will be paid 1/184 of their base salary for each extended day of their contract.
- G. The salary schedule will be used when teachers are hired into the district. New teachers will be placed on the salary schedule in a manner no greater than: horizontally appropriate to earned degrees and training; and vertically a maximum of one year for each year of previous experience. When a teacher is hired into the district whose Masters degree required more than 32 graduate hours, that teacher shall be placed in the column which best matches, but does not exceed, the graduate hours required for the degree. The teacher shall then be required to earn additional hours after the degree for movement to a higher column.
- H. Sign-on bonus: No sign-on bonus shall be paid.
- I. Teachers will provide written notice when requesting a reassignment. Administration will provide at least 2 weeks' notice to individuals assigned to move classrooms and or change classes.
- J. Teachers earning National Board Certification will be allowed to move one horizontal column. However, movement from the Bachelor's column to the Master's column will not be allowed.
- K. Teachers whose duties include coursework taught as concurrent enrollment shall receive 50% of the tuition money generated by the tuition paid by the college to the school. The remainder of the tuition money received by the school shall go into the departmental budget to be used at the discretion of the department. An individual teacher may elect to forfeit any portion of the stipend and have the funds placed in his/her departmental budget. (May be reopened if CCCC makes a change in tuition reimbursement, which impacts USD 333 stipends and/or departmental budgets.)
- L. Speech Pathologists will receive a 6% stipend of their base salary through the duration of their employment with USD 333.
- M. Educational Psychologists will receive a 30% stipend of their base salary through the duration of their employment with USD 333 with an additional 20 extended contract days. The stipend and additional days does not apply to KPER's retirees.
- N. The USD 333 USD 333 Board agrees to Teacher Licensure Fee Reimbursement with successful submission by the employee of all required forms and paperwork completed 120 days before expiration of the License.

Procedure for Licensure Renewal Reimbursement

1. Complete all of our licensure paperwork, experience validation, and fingerprints.
2. School Resource officer will help you with fingerprints if you haven't already done so. (Most newer staff, have already had fingerprints, however, there may be a few of the veteran teachers still out there that haven't had to have fingerprints completed yet on the renewal.
3. Email Kari Hibbs and have her add your name and address to our vendor data base as we will be reimbursing you directly through payroll. (You become the vendor in the system)
4. Complete an E-requisition for Teacher Licensure renewal with Account Number 06 E 1000 329 8000 000
5. Please submit receipts to Kari Hibbs AP Clerk all at once to facilitate organization. (Don't submit fingerprints receipt, then 2 weeks later submit licensure receipt. Please submit all at once to help keep things organized and clean.)
6. ACH reimbursement will appear on the next pay check through payroll.
7. USD 333 will only reimburse you for the original licensure renewal fee. If you fail to complete all the requirements and KSDE returns your application due to error's or incomplete applications on your end, USD 333 will only cover the original license fee, and not a resubmission fee.

ARTICLE III - MOVEMENT ON THE SALARY SCHEDULE

- A. Teachers must meet all pertinent Board of Education requirements to qualify to advance horizontally on the salary schedule.
- B. Teachers frozen at the bottom of a column on the salary schedule will be permitted to advance one step vertically when they meet the requirements to move horizontally to the next classification.
- C. Teachers anticipating a horizontal change in placement on the salary schedule for the next year must notify the Superintendent before April 1 of the current school year. Under unforeseen circumstances, the Superintendent may approve advancement on salary schedule after the April 1st date.
- D. College credit is to be included in the Professional Development Plan.

E. IDP Point Areas: The Professional Development Points used for renewal of a license or movement on the salary schedule may be earned in any of the three areas:

- Content Endorsement Standards
- Professional Education Standards
- Service to the Profession

Levels for IDP	Content	Prof. Education	Service to the Prof.
Knowledge	1 pt. = 1 contact hr.	1 pt. = 1 contact hr.	1 pt. = 1 contact hr.
Application	2 x Knowledge pts.	2 x Knowledge pts.	No points
Impact	3 x Knowledge pts.	3 x Knowledge pts.	No points

Salary Advancement Points (SAPs)

1. Salary Advancement Points may be used for horizontal movement according to the following guidelines: 20 salary points = 1 credit hour.
2. Only PDC points that directly come from college credit can be used to move into the Masters' column on the salary schedule.
3. Only SAPs awarded after the date of degree will be counted toward movement.
4. If a teacher is anticipating a request of over 20 points for one single activity, they should first obtain preapproval from the PDC committee or administrator. The teacher will be required to provide a brief written description of the activity's relevance and justification.
5. Salary advancement points can be earned at the Knowledge level when the activity is outside of the regular contract or duty day.
6. Teachers making a presentation or facilitating a workshop to the staff shall receive two hours of credit for preparation time for every hour of presentation time.
7. If a teacher is already receiving supplemental pay for an activity, no PDC points or SAP points can be earned.

F. Teachers shall submit a printed copy of the application level form and the proof of application (lesson plan, etc.) to the PDC committee or their administrator.

ARTICLE IV - DUTY DAY

- A. The teacher duty day shall be 7:35AM-3:40PM, exclusive of the lunch period. Teachers shall be responsible for no more than 5 hours 45 minutes of instructional time per duty day. In instances of day care or other extenuating circumstances 7:35 contracted arrival time may be amended with building principal approval.
- B. Administrative staff may call the faculty to faculty meetings as it is deemed warranted but not excessively. Each meeting will not extend the professional duty day by more than thirty (30) minutes. Teachers will be compensated at the rate of twenty (\$20) dollars per hour or fraction thereof for time when a faculty meeting exceeds the duty day by more than thirty (30) minutes.

- C. In turn, once a month on the regularly scheduled Association meeting, all teachers will be required to stay only fifteen (15) minutes past the departure of students so that they may attend the Association meetings. The Teachers Association shall provide the meeting schedule to the superintendent prior to September 1 each school year. Changes may be made upon agreement of the superintendent.
- D. Unless otherwise directed by administrative staff, in the event that it is announced that school will start late, the duty day for each teacher shall begin one (1) hour prior to the announced starting time and shall end 30 minutes after the student day based on the schedule established for that day.
- E. The teacher's duty day will include planning time equivalent to an average of 50 minutes per day during an instructional week.
- F. For durations of one week or less, teachers may be asked by the administration to cover the class of a colleague in lieu of a planning period. If the teacher agrees to forego his/her planning period, the teacher will be compensated at the rate of \$30 per class period.
- G. When it is expected that a teacher will be teaching extra class(es) due to staff shortages, the teacher will be compensated as indicated on the "extra assignment related to primary teaching area." Teachers who teach extra class(es) due to staff shortages, instead of hiring additional staff, will be compensated at a rate of 1/6 of their own base contract daily rate per day for the length of the assignment.
- H. Not more than 5 times per school year, classes will begin 2 hours late to allow for the staff to participate in planned staff development activities. Teachers shall report to work at the usual time, and the activities shall conclude no later than 9:30 a.m., with the school day commencing at 10:00 a.m. These dates shall be determined through a dialogue with the teachers' association, and be scheduled not later than September 1. Each teacher shall be notified in writing of the dates of the activities.
- I. In the event that a major schedule change is proposed to the Board, the matter will be considered for first reading (information only) at a regularly scheduled Board of Education meeting. Any proposed changes to the length and number of class periods shall be provided to affected teachers and the Association president at the same time the Board is delivered their official packet, prior to the Board meeting. Following the Board meeting in which the first reading was conducted, the Association shall conduct an election among the affected teachers. The proposed change shall be considered for final approval (action item) no earlier than the next regularly scheduled Board meeting to allow for input from affected teachers. The election shall be conducted by the Association in a manner identical to that used to ratify the Negotiated Agreement. All teachers who teach at least one class in the affected building will be considered eligible to vote. A list of those who receive ballots will be maintained by the Association for not less than 3 years. Voting will be kept confidential. The President of the Association will communicate the results of the election to the Superintendent within 24 hours of the close of the election. In the event that 2/3 or more of the affected teachers indicate by written ballot that they are opposed to the suggested change, the change can only be made through negotiations with the Teachers Association.

- J. Teachers may be assigned lunch duty capped at 25 days of service where they will be provided a free school lunch and will be compensated at the rate of \$13 per hour. Extra Emphasis is placed on student safety and faculty and staff are needed to assist in supervision in the common areas.

Article V - EXTRA DUTY PAY

- A. Payment will be made for extra duties outside the duty day. Duties may include curriculum-related duties as well as optional extra duties. Compensation for performance of extra duty shall be at the rate of \$13 per hour or portion thereof, in quarter hour increments. Administration shall maintain a record of those who performed such duties, and submit this for payment to be made by the Board of Education.
- B. Curriculum related extra duties shall be assigned by the principal. A list of these duties shall be provided to each teacher no later than September 15, for the fall semester, and January 15, for the spring semester. In the event that the teacher is unable to fulfill their assigned duty, that teacher shall contact the principal as early as possible so that a suitable replacement may be made.
- C. Optional extra duties are not related to the teacher's primary teaching assignment. Sign-up sheets will be available in each school office to allow teachers the opportunity to participate.

ARTICLE VI - LUNCH PERIOD

- A. Teacher shall have a duty free lunch period of twenty-five minutes. Any teacher assigned lunch duty outside their duty free lunch will be compensated at the rate of \$7.00 per hour. Teachers shall receive the first semester remuneration in their February 20th check and the second semester remuneration in their June 20th paycheck.

ARTICLE VII - CONTRACT YEAR

- A. The contract year for teachers on nine-month contracts shall be 184 days. This will include three teacher work days as indicated in the negotiated calendar.
- B. For the purpose of this agreement, a teacher work day will be a contract day with no classes scheduled. Teacher work days are designated contract days to be used by teachers to prepare for classes, grading, and like duties. No meetings may be scheduled by administrative staff on the designated teacher work days.
- C. For the purpose of this article, faculty meetings, parent teacher conferences, IEP's, and staffings are considered responsibilities included in the professional teaching assignment.
- D. Any sessions of professional duty work done outside of the contract day lasting more than one hour beyond the contract day shall be paid at the rate of \$15 per hour or fraction thereof.

- E. Teachers new to the district may be required by the Superintendent to attend all or some sessions of an induction program consisting of one full day prior to the start of the contract year for returning staff and four afternoon or evening sessions scheduled throughout the year.

ARTICLE VIII - PAYROLL DEDUCTIONS

- A. The Board of Education shall provide payroll deduction for association membership dues, tax-sheltered annuities, health insurance designated by the Board of Education, life insurance, salary protection insurance, and cancer insurance. Under IRS regulations, changes in the above benefits can only be made one (1) time per year. (Changes may be made between September 1 and September 10 and between January 1 through January 10 of each year.) The president of the North Cloud Education Association shall be responsible for providing the clerk of the board on or before September 15 of each school year a payroll deduction authorization form for each teacher desiring to have his/her dues deducted. The form shall indicate the total amount of dues to be deducted and shall be signed by the individual.
- B. Association dues shall be deducted in ten equal monthly installments beginning with the September paycheck. Dues deducted by the Board shall be transmitted to the local association president or treasurer as they are deducted.
- C. The association shall hold the Board of Education harmless from any claim by an authorizing teacher for damages suffered or sustained by him/her or any other party, growing out of, resulting from or in connection with the school district's deduction of membership dues pursuant to this article. The association shall reimburse or make good to the school district, its officers and employees, any loss or damage or cost the school district, its officers, and employees have in event any litigation arises from said damages.

ARTICLE IX - TRANSPORTATION

- A. Authorized out-of-town travel for school purposes will be paid at the State approved rate. Teachers who have assignments which require traveling in-town will be paid by the semester. School vehicles may be used for in-district travel between buildings for school purposes when available and approved by Superintendent.

ARTICLE X - FRINGE BENEFITS

The board agrees to provide a Platinum/Gold or similar equivalent health insurance plan for all full time and regular part time employees and eligible early retirees under medical, dental, and prescription drug insurance program offered by USD 333. Employees who choose not to participate in the USD 333 health plan shall not receive compensatory compensation.

Part-time/temporary employees do not receive health coverage benefits.

Employee rates will remain at the following levels:

Employee: 5%

Employee + Spouse: 40%
Employee + Children: 40%
Family: 45%

ARTICLE XI - DISCRETIONARY LEAVE

- A. Each teacher shall have three days of discretionary leave each year at full pay, non-accumulative. Use of discretionary leave shall not be available on or after May 15 and during a non-teaching professional day, except in the event of an emergency as so determined by the Building Principal and as mentioned under paragraph B of this section. Discretionary leave shall be excluded from other restrictions governing teacher absences, except that the teacher must notify the principal in advance of intent to use the discretionary leave day.
- B. If, in the judgment of the building principal, the total number of absences on a given day by teachers based at the building will impair or is impairing the educational program, the principal may negotiate an alternate day for the teacher to take the discretionary leave. It may be necessary for this day to be taken after May 15.
- C. One day of Special Discretionary Leave (non-accumulative) will be granted each year at full salary to carry out the duties of executor or administrator of an estate. Requests to use Special Day of Discretionary Leave will be made with the Building Principal.
- D. After using the three allowable discretionary days, teachers will have the option of trading three sick days for one day of additional discretionary leave, not to exceed 5 trades per contract year. In no case shall the teacher's accumulated number of sick leave days drop below 25 as a result of exchanging sick leave for discretionary leave. These discretionary days shall be noncumulative.

ARTICLE XII - SICK LEAVE

- A. Each certified full-time employee is granted ten (10) days sick leave with full pay each year, to a total accumulation of ninety (90) days. Employees who have accumulated ninety (90) days of sick leave will be granted ten (10) non-accumulative days in subsequent years. The unused days, exceeding 90, will be automatically transferred to the sick leave bank on June 1.
- B. Sick leave is defined as: "illness of employee or a member of the family".
- C. Administration of the Sick Leave:
 - 1. The number of days allowed each year will be credited at the beginning of the school year.
 - 2. The Board will provide notification to teachers of their total accumulative sick leave on a monthly basis.
 - 3. Whenever an employee is absent due to illness seven (7) consecutive days for the same illness, the employee will provide his/her principal with his/her personal physician's written statement indicating the approximate date the employee's health condition will permit him/her to return to work. Additional sick leave will be granted if necessary upon doctor's

written recommendation. In no event can sick leave be granted beyond that which has been accumulated for the employee. If the employee does not return to work after the doctor's release, his/her salary will be deducted at full pay.

4. After initial employment, teachers will be fully compensated for the cost of any and all physical examinations required by the Board of Education. The Board has the authority to designate the provider of such physical exams. However, if the teacher does not use the designated provider, the Board will reimburse the teacher for only the amount that the designated provider would charge for a like examination.

- D. Borrowing Sick Leave: Teachers may borrow up to four days from their next year's sick leave. If the teacher leaves the district before repaying the sick leave, the appropriate number of days' salary will be deducted from their last paycheck. If a teacher resigns after their last paycheck, the teacher will reimburse the district at their ending daily salary plus any collection fees.

ARTICLE XIII - SICK LEAVE BANK

The provisions for a sick leave bank are as follows:

- A. Unused teacher discretionary days will be automatically transferred to the sick leave bank on June 1.
- B. Written application to use days from the sick leave bank shall be submitted by the teacher to the Superintendent or his/her designee. If deemed necessary by the Superintendent the Association Ethics and Grievance Committee will meet with the Superintendent to authorize approval of such days. Before the Superintendent authorizes use of days from the sick leave bank, the Superintendent or his/her designee shall authorize and require the teacher to use all of his/her accumulated sick leave. Then the Superintendent or his/her designee will authorize the teacher's use of days from the sick leave bank. Once each month, the Superintendent or his/her designee will report to the President of the Association the total number of days which have been used from the sick leave bank and a record of who used those days.
- C. Sick leave shall be used from the sick leave bank only for extended illness(es) and after the teacher has exhausted his/her total accumulated sick leave. A teacher shall, if requested by the Superintendent, furnish such medical reports as may be reasonably required to establish that the teacher is unable to return to work because of his or her illness.
- D. No teacher shall use days beyond his/her current contract or after eligible for KPERS benefits.
- E. The days contributed and not used shall remain in the bank and be available for future use.
- F. Individuals receiving leave days from the bank are not required to "pay back" these days to the bank.

ARTICLE XIV - PAYMENT FOR SICK LEAVE

- A. Upon retirement, resignation, termination, or death, Unified School District No. 333 will pay the certified staff member or his/her estate for accumulated unused sick leave at the rate of \$20.00 per day (maximum amount of \$1,800). Upon retirement or resignation, the certified staff member will notify the Board of Education by May 15th. Payment shall be made to the certified staff member by June 30th if his/her contract ends on the last school day in May; otherwise, he/she will be paid within sixty (60) days. In the case of the death of the certified staff member, payment will be made to his/her estate within sixty (60) days.

ARTICLE XV - BEREAVEMENT LEAVE

- A. Bereavement leave shall be provided at the rate of five (5) days per year (non-accumulative) at full salary for a death in the family. The family is understood to include: husband, wife, father, mother, sons, daughters, brothers, sisters, in-laws, grandparents, grandchildren, aunts, uncles, and for any individual for whom the teacher is legally responsible (with building administrator approval).
- B. Three of the five days of bereavement leave can be used to attend funerals of other people at no deduction of salary.
- C. Employees will notify their building principal as soon as possible about the need to use bereavement leave.
- D. Where there have been multiple deaths in a teacher's family during the teacher's contract year, the Superintendent, upon request of the teacher, may grant additional days of bereavement leave at full salary.

ARTICLE XVI - HOLIDAYS AND VACATIONS

- A. Teachers designated by the teachers' association and approved by the Superintendent will work with the Superintendent/Board of Education or their designee to schedule holidays and vacations and this committee shall provide recommendations to the Superintendent of Schools regarding scheduling of holidays and vacations.

ARTICLE XVII - RESIGNATIONS

- A. Teachers are sometimes offered positions in other school systems which may provide professional advancement and may cause a teacher to ask to be released from a contract in the local schools. If suitable replacement can be found and it is felt that the educational program of the district will not be impaired, a teacher may be released from the obligation of a contract. This provision will prevail until August 1; no release from a contract for the ensuing school year will be permitted after this date.

ARTICLE XVIII - EARLY RETIREMENT

- A. A certified teacher must have taught in Unified School District No. 333 a minimum of ten (10) years to be eligible and meet the State KPERs requirements for full benefits. The intent to retire must be made in writing by the certified teacher prior to March 15 preceding the anticipated retirement date.
- B. Benefit: USD 333 will provide a single health insurance plan for the retiree, with premiums being paid directly to the provider, until age 65 or until the retiree is eligible for Medicare benefits. Retirees may elect to also pay for dependent coverage at the employee rate. **This benefit has been eliminated for employees hired after July 1, 2015. (Employees hired before July 1, 2015 are grandfathered in.)**
- C. In the event of the retiree's death before the age of 65, this benefit would continue to the retiree's spouse until the retiree would have reached 65 or as limited by COBRA regulations.

ARTICLE XIX - REDUCTION IN PERSONNEL

In the event that a reduction in the number of teachers becomes necessary, as so determined by the Board of Education, the following procedures shall be followed:

- A. To determine the number of teaching positions to be reduced, the administrative staff will consult with the affected Department. After such consultation, administrative staff will make a recommendation to the Board of Education regarding the number of teachers needed to implement the district's educational program.
- B. All teachers will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the teacher needs of the district. Each staff member's teaching ability will be determined by the administrative evaluations on file to the date the reduction is made.
- C. In the event two or more teachers have similar certification credentials, length of employment, education level, evaluations, and other supplemental work in a teacher area deemed necessary to fulfill the district's goals, the Superintendent shall recommend the teacher with the most seniority, meaning number of years of experience in the district, for the position in question.
- D. Teachers who are non-renewed on the ground that their teaching positions were eliminated as a result of a reduction in number of teachers in the district will have first consideration for any positions that subsequently become open and for which the teachers are qualified and certificated for a period of 12 months.
- E. Teachers who are rehired up to 12 months after the teacher was non-renewed shall retain their (1) seniority, meaning years of experience, (2) placement on the salary schedule, and (3) benefits. After 12 months from the date of non-renewal; the teacher shall be deemed as terminated, and if the teacher is rehired at that time the teacher shall be hired in the same manner as a teacher new to the district.

ARTICLE XX - DISCIPLINE PROCEDURE

- A. Suspensions: Teachers may be suspended with pay by the Superintendent within the perimeters of the Unified School District No. 333 Board of Education Policy. Such suspension shall be immediately reported to the Board of Education.
- B. Teachers will be disciplined for Drug Free Workplace violations as outlined in Board Policies GAOA and GAOB; for complaints as outlined in Board Policy GAE; and for Sexual Harassment as outlined in Board Policy GAAC.
- C. A copy of the complete Board Policy will be provided by the Board of Education to the President of the Association.
- D. Complaints: (Not related to paragraph A above) Repeated complaints, written complaints or complaints which might become part of professional appraisal or impact job performance shall be called to the professional employee's attention by the administration. The professional employee shall receive a copy of the complaint, unless oral in which case a record of the complaint will be provided. The professional employee shall have the opportunity to answer the complaint. The professional employee's response will be communicated to the complainant and documented.
- E. If a complaint against the employee is not used as a basis for job performance within three years of it's entering the file, such material shall be removed and destroyed.

ARTICLE XXI - GRIEVANCE PROCEDURE

- A. Purpose
The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances affecting certified staff. Both parties agree to keep these proceedings informal and confidential at any level.

It is not the purpose of this article to deal with decisions involving dismissal or non-renewal of a teacher's contract. Such decisions shall be handled under due process and are not grievable under this procedure.
- B. Definitions
 - 1. Grievance: Grievance is defined as an allegation made by a teacher or a group of teachers regarding a violation, misinterpretation, or misapplication of any provision in this agreement.
 - 2. Aggrieved Person: The person or persons making the complaint.
 - 3. Days referred to in the grievance procedure shall mean school days.
- C. Procedure
 - 1. Level One

Within fourteen (14) days after the date of awareness of a problem, the aggrieved person(s) shall seek to resolve the matter with their principal or other immediate supervisor.

An aggrieved person (s) having a grievance will present it in writing to his/her principal, and discuss it with the objective of resolving the matter. If the principal determines the grievance is not under his/her authority, the principal with the authorization of the aggrieved may request that the grievance be taken to step two (2) of this procedure. This request which will be submitted to the aggrieved person(s) in writing from the principal within five (5) days will provide written response to the aggrieved person(s).

Upon determining the grievance is inside his/her authority, the principal will within ten (10) days provide a written resolution to the grievance. Grievances not continued to the Superintendent of Schools within ten (10) days of the aggrieved person's receipt of the principal's reply shall be deemed settled.

If two or more teachers have the same grievance, a joint grievance may be presented and processed as a single grievance at this and succeeding steps.

2. Level Two

a. If the aggrieved person is not satisfied with the written disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after discussion of the grievance, the aggrieved person(s) of teachers may file the grievance with the Superintendent of Schools in writing within ten (10) days of the Level One response. Such Grievance will contain:

1. A complete statement of the facts and circumstances giving rise to the grievance;
2. A list of witnesses to such facts or circumstances;
3. A description of all documents, which will support the evidence;
4. The specific term or condition of the negotiated agreement, which has been violated; and
5. A complete statement of the remedies desired by the grievance.

b. Within ten (10) days after receipt of the grievance, the Superintendent of Schools or his/her duly authorized representative shall hold a hearing with the aggrieved person(s) or duly authorized representatives in an effort to resolve the grievance. At such hearing the aggrieved may call such witnesses and present such documents and evidence as will support the aggrieved's position. The Superintendent of Schools or his/her duly authorized representative shall render a decision in writing to the aggrieved within ten (10) days after hearing the grievance.

3. Level Three

If the aggrieved person(s) is not satisfied with the disposition of his/her grievance at Level Two, he/she may file an appeal in writing within ten (10) days of the Level Two response. This appeal may be filed by the individual or its designee for transmittal to the Board of Education. A copy of the written record of the previous action shall accompany the appeal. Other anecdotal records and relevant applicable records may be submitted by the aggrieved person(s) for the Board's information and consideration. Within thirty (30) days after receipt of an appeal, the Board of Education shall hold an appeal hearing on the grievance. At such hearing, the aggrieved person(s) shall present such arguments in support of his/her position, as he/she deems appropriate. The decision of the Board shall be based upon the oral arguments of the parties presented to the Board, the original written grievance before the Superintendent in support of the aggrieved person(s), the decision of the Superintendent, and other anecdotal and relevant applicable records. The decision of the Board shall be rendered in writing within twenty (20) days of the conclusion of the Board meeting scheduled for such a hearing. The decision of the Board shall be final.

- D. A teacher shall be entitled to have no more than two (2) representatives to assist and accompany him/her at all levels. Likewise, the Board and Administration are entitled to no more than two (2) representatives at Levels Two and Three.

4. Level Four

The aggrieved person can file a complaint with the Office of Civil Rights at any time before or during the grievance procedures: Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, (816)880-4200. The Superintendent, on request, will provide a copy of the District's grievance procedure and investigate all complaints in accordance with this procedure. A copy of the materials, on which this notice is based, may be found in the Superintendent's office.

ARTICLE XXII - INSERVICE

- A. It is agreed that the Board of Education and the teachers will work together to devise an in-service plan. The Board of Education will provide a Policy and Procedure covering the hours of credit and the criteria for movement on the salary schedule.

ARTICLE XXIII - DURATION

- A. All provisions of this agreement shall be in full force and effect from July 1, 2020 to June 30, 2021.

ARTICLE XXIV - RE-EMPLOYMENT

- A. A teacher shall sign a contract as prepared by the Superintendent and approved by the Board of Education to indicate acceptance of his or her employment to teach.

ARTICLE XXV - NEGOTIATED AGREEMENT

- A. Copies of the negotiated agreement shall be available at the office of the Superintendent of Schools during business hours.

ARTICLE XXVI - SAVINGS CLAUSE

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

ARTICLE XXVII - PAY DAY

- A. Designated day for payment of primary contract duties will be the 20th day of each month. If the 20th falls on a week end or legal holiday, certified teacher will receive payment compensation on the last business day prior to the 20th of the month.

ARTICLE XXVIII - SABBATICAL/EXTENDED LEAVE

Sabbatical

- A. After a teacher has been teaching five (5) years in Unified School District No. 333, the teacher will be eligible for a one year sabbatical without pay. The teacher must return to his/her former teaching position for one year without advancing a step down on the salary schedule for the year of the Sabbatical. The teacher must notify the Board of Education by February 1 of the school year prior to taking the sabbatical during the following school term.
- B. Only one Sabbatical will be allowed in Unified School District No. 333 per year. The granting of the Sabbatical will be contingent upon the Board of Education finding a suitable, certified replacement.

Extended Leave

- C. After a teacher has been teaching three (3) years in Unified School District No. 333, the teacher will be eligible for a one year or partial year extended leave without pay. The teacher must return to his/her former teaching position for one year without advancing a step down on the salary schedule for the year of the extended leave. Unless it is an emergency situation, the teacher must notify the Board of Education by February 1 of the school year prior to taking extended leave during the following school term.
- D. The granting of extended leave will be contingent upon the Board of Education finding a suitable, certified replacement.

ARTICLE XXIX – ASSOCIATION RECOGNITION AND RIGHTS

- A. The Board of Education recognizes the North Cloud Education Association (NCEA), an affiliate of Kansas-NEA for the purposes of professional negotiations as the exclusive representative of the bargaining unit.
- B. The bargaining unit shall be defined as those contract employees of the Board of Education in positions which require a certificate/license issued by the State Board of Education or employed in a professional, educational, or instructional capacity by the Board of Education, but shall not mean any such person who is an administrative employee or administrative intern.
- C. The North Cloud Education Association has the right to use the school mail system, e-mail (in accordance with the district's acceptable use policy), bulletin boards, and facilities to conduct regular business.
- D. Members of NCEA may take up to five (5) days of Association Leave per school year to participate in activities of the National Education Association (NEA), Kansas-NEA, or NCEA for business that is necessary to fulfill the function of the Association. Such leave must be requested by the Association President three days in advance of the leave.
- E. The NCEA President shall be provided board agendas and supplemental materials prior to meetings.
- F. The NCEA President, or Association designee, shall be released from duties to represent a member of the bargaining unit in any matter pertaining to this negotiated agreement, but only when that representation is needed during the duty day. This does not exclude the involvement of the KNEA UniServ Director.

ARTICLE XXX - WORKER'S COMPENSATION

- A. In the event that a teacher should receive worker's compensation pay, salary received under allowed sick leave or other available leave shall not exceed one full day's pay for each day the teacher receives worker's compensation benefits.

ARTICLE XXXI - PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURES

A. Evaluation

The Board of Education or their designee(s) will use the Kansas Educator Evaluation Protocol (KEEP) for evaluation of all certified staff.

B. Access to Personnel File

A teacher will have access to any and all personnel files which directly refer to his/her professional abilities, actions, and/or performance.

1. *Open to Employee*

Any employee's files shall be open to the inspection of the employee during regular office hours. Such file(s) will be made available for the teacher's perusal or inspection without prior arrangements and without hesitation by the administrator in charge of such files. Files will be made available only by designated office staff. The employee shall have the right to respond to all materials in said file, and such response shall become part of the file. No material derogatory to the employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had the opportunity to review the material. Additionally, upon receipt of written authority of the employee another individual(s) may view specifically name file(s) or document(s) as specified by the employee.

2. *Right to Reproduce Contents*

The employee shall have the right to reproduce any of the contents of his/her file.

ARTICLE XXXII – FAIR DISMISSAL

- A. In the event of contract non-renewal, the said employee will be granted a hearing with the school board, a neutral hearing officer, and representation of their choice, in executive session. (Includes non-renewal for any reason)
- B. Both parties (said employee & school board) shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA list.
- C. The USD 333 Board of Education will make the final decision. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the nonrenewal is final.
- D. The teacher shall pay for his/her expenses, including any witnesses and/or representation. The teacher will also pay for one-half the cost of the hearing officer. All other expenses of the hearing shall be paid by the district.

APPENDIX B - CERTIFIED SALARY SCHEUDLE

**USD 333
Certified Salary Schedule
2021-2022**

Step	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+60
0	40000	41000	42000	43200	44200	45200	47200
1	40425	41440	42460	43675	44700	45725	47750
2	40850	41880	42920	44150	45200	46250	48300
3	41275	42320	43380	44625	45700	46775	48850
4	41700	42760	43840	45100	46200	47300	49400
5	42125	43200	44300	45575	46700	47825	49950
6	42550	43640	44760	46050	47200	48350	50500
7	42975	44080	45220	46525	47700	48875	51050
8	43400	44520	45680	47000	48200	49400	51600
9	43825	44960	46140	47475	48700	49925	52150
10	44250	45400	46600	47950	49200	50450	52700
11	44675	45840	47060	48425	49700	50975	53250
12	45100	46280	47520	48900	50200	51500	53800
13	45525	46720	47980	49375	50700	52025	54350
14	45950	47160	48440	49850	51200	52550	54900
15		47600	48900	50325	51700	53075	55450
16			49360	50800	52200	53600	56000
17			49820	51275	52700	54125	56550
18				51750	53200	54650	57100
19				52225	53700	55175	57650
20				52700	54200	55700	58200
21				53175	54700	56225	58750
22				53650	55200	56750	59300
23					55700	57275	59850
24					56200	57800	60400
25						58325	60950
26						58850	61500
27							62050
28							62600
29							63150

Teachers frozen on the MS+60 are to receive an additional step for each year past the 29th step.

APPENDIX C - SUPPLEMENTAL SALARY SCHEDULE

USD 333 Supplemental Salary Schedule 2021-2022

Head Coaches			Asst. Cheer, Head Dance			Head XC. Tennis, Golf		
FB, VB, BB, WR, Sb, Bb, TR, HD CHEER			Strength/Conditioning			Asst H.S. FB, BB, TR, VB, WR, Sb, & Bb, CHEER		
STEP	%	Amount	%	Amount	%	Amount	%	Amount
0	14	5278	11	4147	10	3770		
1	14.5	5467	11.5	4336	10.3	3883		
2	15	5655	12	4524	10.6	3996		
3	15.5	5844	12.5	4713	10.9	4109		
4	16	6032	13	4901	11.2	4222		
5	16.5	6221	13.5	5090	11.5	4336		
6	17	6409	14	5278	11.8	4449		
7	17.5	6598	14.5	5467	12.1	4562		
8	18	6786	15	5655	12.4	4675		
9	18.5	6975	15.5	5844	12.7	4788		
10	19	7163	16	6032	13	4901		
11	19.5	7352	16.5	6221	13.3	5014		
12	20	7540	17	6409	13.6	5127		
13	20.5	7729	17.5	6598	13.9	5240		
14	21	7917	18	6786	14.2	5353		
15	21.5	8106	18.5	6975	14.5	5467		
Head J.H. VB, FB, BB, WR, TR, STUCO			Asst Jr High FB, BB, VB, TR, WR. Asst. H.S. Golf, Tennis, XC Intramurals Asst. Forensics & Asst Debate					
STEP	%	Amount	%	Amount				
0	7	2639	6	2262				
1	7.5	2828	6.3	2375				
2	8	3016	6.6	2488				
3	8.5	3205	6.9	2601				
4	9	3393	7.2	2714				
5	9.5	3582	7.5	2828				
6	10	3770	7.8	2941				
7	10.5	3959	8.1	3054				
8	11	4147	8.4	3167				
9	11.5	4336	8.7	3280				
10	12	4524	9	3393				
11	12.5	4713	9.3	3506				
12	13	4901	9.6	3619				
13	13.5	5090	9.9	3732				
14	14	5278	10.2	3845				
15	14.5	5467	10.5	3959				
PDC Chair, DLT, FBLA NHS, Quiz Bowl, Mentors JH Cheerleader, FCCLA, JH Stuco Head Junior Class Sponsor Asst. Dance Squad			4%	1508				
<i>The Board of Education will establish an initial rate of compensation. The initial rate of compensation is noticeable for negotiations for any subsequent contract year.</i>								

**USD 333
Supplemental Salary Schedule (Continued)
2021-2022**

Band			Vocal Music, Debate, Forensics			Musical Director Assoc Band, Yearbook, School Paper, Radio/TV,		
STEP	%	Amount		%	Amount		%	Amount
0	14	5278		11	4147		10	3770
1	14.5	5467		11.5	4336		10.3	3883
2	15	5655		12	4524		10.6	3996
3	15.5	5844		12.5	4713		10.9	4109
4	16	6032		13	4901		11.2	4222
5	16.5	6221		13.5	5090		11.5	4336
6	17	6409		14	5278		11.8	4449
7	17.5	6598		14.5	5467		12.1	4562
8	18	6786		15	5655		12.4	4675
9	18.5	6975		15.5	5844		12.7	4788
10	19	7163		16	6032		13	4901
11	19.5	7352		16.5	6221		13.3	5014
12	20	7540		17	6409		13.6	5127
13	20.5	7729		17.5	6598		13.9	5240
14	21	7917		18	6786		14.2	5353
15	21.5	8106		18.5	6975		14.5	5467
	Multi-Act Play		K-12 Chess Sponsor Musical/Vocal					
STEP	%	Amount		%	Amount			
0	7	2639		6	2262			
1	7.5	2828		6.3	2375			
2	8	3016		6.6	2488			
3	8.5	3205		6.9	2601			
4	9	3393		7.2	2714			
5	9.5	3582		7.5	2828			
6	10	3770		7.8	2941			
7	10.5	3959		8.1	3054			
8	11	4147		8.4	3167			
9	11.5	4336		8.7	3280			
10	12	4524		9	3393			
11	12.5	4713		9.3	3506			
12	13	4901		9.6	3619			
13	13.5	5090		9.9	3732			
14	14	5278		10.2	3845			
15	14.5	5467		10.5	3959			
	Elementary Vocal, Middle School Vocal Musical/Band,		4%			1508		
<i>The Board of Education will establish an initial rate of compensation. The initial rate of compensation is noticeable for negotiations for any subsequent contract year.</i>								