



# NORTHERN VALLEY SCHOOLS USD 212

DISTRICT OFFICE  
512 WEST BRYANT PO BOX 217  
ALMENA KS 67622



ALMENA

PHONE (785) 669-2445

LONG ISLAND

A Monthly Meeting of the Board of Trustees of Northern Valley Schools was held Monday, July 12, 2021, beginning at 6:30 PM in the Almena High School , 512 W Bryant Street, Almena, KS 67622.

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

I. Call to Order

II. Adoption of Agenda

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

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

Yea: 5, Nay: 0, Absent: 1

III. Approval of Minutes

6

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

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

Yea: 5, Nay: 0, Absent: 1

IV. Approval of Bills

14

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

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



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Patten:

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

V. Hearing of Visitors

VI. Personnel

A. Board Clerk

I recommend the board approve the hiring of Amber Brown for the board clerk position. This motion, made by Shanna Hammond and seconded by Rich Wenzl, Carried.

Shanna

Hammond: Yea

Christopher

Rogers: Absent

Laquita

Smith: Yea

Hilary Van

Patten: Yea

Rich

Wenzl: Yea

Steven

Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

B. Supplementals

35

The supplemental positions remaining open are the HS Assistant Track and Co-Concession stand sponsor.

VII. Old Business

A. Lease Purchase Agreement

36

Mr. Tharman updated the board on the progress of the lease purchase agreement with First National Bank.

All documents have been reviewed, approved and signatures are being attained. The windows are projected to be delivered on August 17th .... and work is to start around August 19th. We may have to move students to a separate location for a day or so, but we will be able to make it work.

B. Consideration of Handbooks

111

I recommend the board go into executive session to discuss nonelected personnel matters to protect the privacy interests of the individual to be discussed, retaining Mr. Gebhard and Mr. Tharman and returning to open session at 6:54 pm in this board room. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna

Hammond: Yea

Christopher

Rogers: Absent

Laquita

Smith: Yea

Hilary Van

Patten: Yea

Rich

Wenzl: Yea



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Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

At 6:54 meeting returned to open session. There was discussion on the lunch privilege for Junior and Senior students. The board changed the wording to allow this privilege for the Senior students only, that are not ineligible, and to emphasize it may be revoked if the privilege is abused. I recommend the board approve the K - 12, Faculty & Staff, Activity, and Chromebook handbooks with the change that is reflected for the K-12 handbook. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

C. Revenue Neutral Rate

247

Mr. Tharman visited with the board about the Revenue Neutral Rate. Even though the preliminary numbers do not indicate the need to exceed the rate, if the county assessed valuations change and we have not voted to do so, the funding we would have received will not be available. The recommendation is to move forward with the notification to the county clerks of our intent to exceed the RNR.

## VIII. New Business

### A. Approve District Bank Signees

I recommend the board approve adding Amber Brown to the approved signature list at Equity Bank and First National Bank. This motion, made by Laquita Smith and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea

Christopher Rogers: Absent

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

B. Consent Calendar

260

I recommend the board approve the items on the Consent Calendar as presented. This motion, made by Steven Whitney and seconded by Shanna Hammond, Carried.

Shanna Hammond: Yea



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Hammond:

Christopher  
Rogers: Absent

Laquita  
Smith: Yea

Hilary Van  
Patten: Yea

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

C. Appointments: Professional Development, KASB Governmental Relations, Negotiations, and NCKSEC Interlocal #636

After some discussion on the current positions, a motion was made to retain Mrs. Hammond on the Professional Development committee, Mr. Wenzl on the KASB Government Relations committee, Mrs. VanPatten and Mrs. Smith on the Negotiations committee, Mr. Rogers on the NCKSEC Representative and to add Mr. Whitney to the Negotiations committee. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna  
Hammond: Yea

Christopher  
Rogers: Absent

Laquita  
Smith: Yea

Hilary Van  
Patten: Yea

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

D. Uniform Rotation

264

The HS Girls BB team is looking to purchase new uniforms. They were up for rotation this past spring, but requested they wait until we were closer to the end of the fiscal year. I recommend the board approve the purchase of new HS Girls BB uniforms as outlined in the bid from Velocity City. This motion, made by Steven Whitney and seconded by Laquita Smith, Carried.

Shanna  
Hammond: Yea

Christopher  
Rogers: Absent

Laquita  
Smith: Yea

Hilary Van  
Patten: Yea

Rich Yea



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Wenzl:

Steven

Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

## IX. Administrative Reports

### A. Superintendent / 9-12 Principal Report

Mr. Tharman reported that the summer is coming to a close quickly. He will be going to Topeka for a budget review on July 19th. Enrollment has been set for August 5th, 6th, 9th, & 10th by appointment. Using the same format as last year. Kinze will be getting that information published next week. Next board meeting will be August 9th.

### B. K-8 Principal Report

Mr. Gebhard shared that he had attended a lot of summer sports events this year. We are still in need of bus drivers and Para-professionals. More information will be coming out in regards to the Kindergarten Readiness. Mrs. Thalheim has been helping out with summer weight lifting.

## X. Reports of Board Members

## XI. Adjournment

At 7:25 PM, a motion to adjourn was made. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna

Hammond: Yea

Christopher

Rogers: Absent

Laquita Smith: Yea

Hilary Van

Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1



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

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

### I. Call to Order

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

### II. Adoption of Agenda

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

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

Yea: 4, Nay: 0, Absent: 2

### III. Approval of Minutes

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

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

Yea: 4, Nay: 0, Absent: 2

### IV. Approval of Bills

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



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

Yea: 4, Nay: 0, Absent: 2

## V. Hearing of Visitors

### A. Glenn Brands

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

### B. Lloyd Culbertson

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

### C. Art Lee

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

## VI. Old Business

### A. Lease Purchase Agreement

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

### B. Building Repairs

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

### C. Utility Bills

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

### D. Negotiations

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

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

## VII. Personnel

### A. Resignations

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

Shanna Hammond: Yea

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

### B. Supplementals

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

Shanna Hammond: Yea

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

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



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

Shanna  
Hammond: Yea

Christopher  
Rogers: Yea

Laquita  
Smith: Yea

Hilary Van  
Patten: Absent

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

### C. Approve PDC Transcripts

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

Shanna  
Hammond: Yea

Christopher  
Rogers: Yea

Laquita  
Smith: Yea

Hilary Van  
Patten: Absent

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

### VIII. New Business

#### A. Property Insurance

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

Shanna  
Hammond: Yea

Christopher  
Rogers: Yea

Laquita  
Smith: Yea

Hilary Van  
Patten: Absent



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Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

### B. End of the Fiscal Year Meeting

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

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

### C. Hazard Mitigation Plan

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

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

### D. KASB June Policy Updates

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



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Shanna  
Hammond: Yea

Christopher  
Rogers: Yea

Laquita  
Smith: Yea

Hilary Van  
Patten: Absent

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

#### E. KESA Update

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

#### F. Handbooks

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

#### G. Approve District Banking Signees

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

Shanna  
Hammond: Yea

Christopher  
Rogers: Yea

Laquita  
Smith: Yea

Hilary Van  
Patten: Absent

Rich  
Wenzl: Yea

Steven  
Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

#### H. Revenue Neutral Rate

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

Shanna Yea



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Hammond:

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 5, Nay: 0, Absent: 1

#### I. Equity Bank / Insurance Updates

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

#### IX. Administrative Reports

##### A. Superintendent / 9-12 Principal Report

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

##### B. K-8 Principal Report

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

#### X. Reports of Board Members

No report from board members.

#### XI. Adjournment

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

Shanna Hammond: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Absent

Rich Wenzl: Yea

Steven Whitney: Yea



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Yea: 5, Nay: 0, Absent: 1

# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 06/15/2021; End Date: 06/30/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 6/30/2021 5:13:34 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62419	AFPLANSERV	\$17.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
AFPLANSERV	21-1271	21013163020	06-2300-300-00-00	Invoice period 1/1/2021-1/31/2021. Missed invoice from January.	06/30/2021	\$17.00
<b>Sub Total</b>						<b>\$17.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62420	Alissa Krafft	\$50.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Alissa Krafft	21-1277	06302021	34-1000-300-00-00	Statement date 6/25/21.	06/30/2021	\$50.00
<b>Sub Total</b>						<b>\$50.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62421	Almena Market Inc.	\$1,440.66	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Almena Market Inc.	21-1258	063021	06-1000-610-01-09	Statement date 6/2/2021.	06/30/2021	\$6.18
Almena Market Inc.	21-1258	063021	06-1000-610-01-10	Statement date 6/2/2021.	06/30/2021	\$107.94
Almena Market Inc.	21-1258	063021	06-2300-610-00-00	Statement date 6/2/2021.	06/30/2021	\$25.04
Almena Market Inc.	21-1258	063021	06-2400-890-00-00	Statement date 6/2/2021.	06/30/2021	\$18.04
Almena Market Inc.	21-1258	063021	06-2600-610-00-01	Statement date 6/2/2021.	06/30/2021	\$9.35
Almena Market Inc.	21-1290	06302021	06-1000-610-01-09	March charges.	06/30/2021	\$34.49
Almena Market Inc.	21-1290	06302021	06-1000-890-01-09	March charges.	06/30/2021	\$33.92
Almena Market Inc.	21-1290	06302021	06-2400-890-00-00	March charges.	06/30/2021	\$26.49
Almena Market Inc.	21-1291	63021	06-1000-610-01-09	April charges.	06/30/2021	\$49.57
Almena Market Inc.	21-1291	63021	06-1000-610-01-10	April charges.	06/30/2021	\$76.72
Almena Market Inc.	21-1291	63021	06-2400-890-00-00	April charges.	06/30/2021	\$12.35
Almena Market Inc.	21-1290	06302021	08-2600-610-00-01	March charges.	06/30/2021	\$15.72
Almena Market Inc.	21-1291	63021	08-2600-610-00-01	April charges.	06/30/2021	\$494.38
Almena Market Inc.	21-1258	063021	24-3100-630-01-00	Statement date 6/2/2021.	06/30/2021	\$9.75
Almena Market Inc.	21-1258	063021	24-3100-630-03-00	Statement date 6/2/2021.	06/30/2021	\$49.89
Almena Market Inc.	21-1258	063021	24-3100-680-01-00	Statement date 6/2/2021.	06/30/2021	\$1.75
Almena Market Inc.	21-1290	06302021	24-3100-630-01-00	March charges.	06/30/2021	\$168.43
Almena Market Inc.	21-1290	06302021	24-3100-630-03-00	March charges.	06/30/2021	\$33.58
Almena Market Inc.	21-1291	63021	24-3100-630-01-00	April charges.	06/30/2021	\$90.70
Almena Market Inc.	21-1291	63021	24-3100-630-03-00	April charges.	06/30/2021	\$176.37
<b>Sub Total</b>						<b>\$1,440.66</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62422	Becky Delimont	\$57.70	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Becky Delimont	21-1255	06302021	06-2720-626-00-05	Reimbursement for fuel 6/15/21.	06/30/2021	\$57.70
<b>Sub Total</b>						<b>\$57.70</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62423	Cash-Wa Distributing Co Inc	\$1,736.70	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Cash-Wa Distributing Co Inc	21-1282	12909780 12909781 12928113	24-3100-630-01-00	April and May charges.	06/30/2021	\$1,736.70
<b>Sub Total</b>						<b>\$1,736.70</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62424	CEV MULTIMEDIA, LTD. and ICEV	\$950.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
CEV MULTIMEDIA, LTD. and ICEV	21-1259	06302021	06-1000-590-00-00	High School instructor and student annual license renewal.	06/30/2021	\$950.00
<b>Sub Total</b>						<b>\$950.00</b>
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
End of the year bills.	First National Bank & Trust	003174	62425	City Of Long Island	\$108.57	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount

City Of Long Island	21-1263	06302021	08-2600-411-03-00	June water, sewer, and trash bill.	06/30/2021	\$47.57
City Of Long Island	21-1263	06302021	08-2600-412-03-00	June water, sewer, and trash bill.	06/30/2021	\$40.00
City Of Long Island	21-1263	06302021	08-2600-421-03-00	June water, sewer, and trash bill.	06/30/2021	\$21.00
<b>Sub Total</b>						<b>\$108.57</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62426	Dairymlpe Environmental Inc.	\$775.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Dairymlpe Environmental Inc.	21-1296	2631	08-2600-300-00-01	3 year asbestos reinspection. Invoice number 2631.	06/30/2021	\$775.00
<b>Sub Total</b>						<b>\$775.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62427	Dealers First Financial L.L.C.	\$455.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Dealers First Financial L.L.C.	21-1260	06302021	16-1000-700-01-00	Invoice number 158186.	06/30/2021	\$130.00
Dealers First Financial L.L.C.	21-1261	158185	16-1000-700-03-00	Invoice number 158185.	06/30/2021	\$325.00
<b>Sub Total</b>						<b>\$455.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62428	F & A Sales Inc	\$101.81	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
F & A Sales Inc	21-1281	2326282	24-3100-630-03-00	Invoice number 2326282.	06/30/2021	\$101.81
<b>Sub Total</b>						<b>\$101.81</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62429	Garth Gebhard	\$56.95	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Garth Gebhard	21-1274	20	08-2600-300-00-02	Invoice number 20.	06/30/2021	\$56.95
<b>Sub Total</b>						<b>\$56.95</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62430	Harlan County Journal	\$411.15	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Harlan County Journal	21-1272	54465 54466	06-2300-590-00-02	Statement date 5/31/2021. Advertisements for May.	06/30/2021	\$411.15
<b>Sub Total</b>						<b>\$411.15</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62431	Kelvin Smith	\$125.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Kelvin Smith	21-1269	06302021	34-1000-700-00-00	Pick-up box trailer.	06/30/2021	\$125.00
<b>Sub Total</b>						<b>\$125.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62432	Ken Tharman	\$1,400.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Ken Tharman	21-1293	06302021	06-2300-810-00-00	Dane G. Hanson community grant fund for Norton.	06/30/2021	\$1,400.00
<b>Sub Total</b>						<b>\$1,400.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62433	Kowpoke Supply	\$540.12	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Kowpoke Supply	21-1270	373907 374768 373255 374691 3740	06-1000-610-02-04	Charges for June 2021.	06/30/2021	\$17.98
Kowpoke Supply	21-1270	373907 374768 373255 374691 3740	08-2600-430-00-01	Charges for June 2021.	06/30/2021	\$208.34
Kowpoke Supply	21-1270	373907 374768 373255 374691 3740	08-2600-430-00-02	Charges for June 2021.	06/30/2021	\$313.80
<b>Sub Total</b>						<b>\$540.12</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62434	Lou's Sporting Goods	\$377.12	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Lou's Sporting Goods	21-1273	APC743581-AX01	06-1000-890-01-01	Statement date 6/15/21. Floor marking tape.	06/30/2021	\$377.12
<b>Sub Total</b>						<b>\$377.12</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62435	Marvin Gebhard	\$26.17	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Marvin Gebhard	21-1101	06302021	26-2200-502-00-00	Meal allowance claim 6/1/21-6/6/21.	06/30/2021	\$26.17
<b>Sub Total</b>						<b>\$26.17</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62436	MCGRAW-HILL	\$2,262.44	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
MCGRAW-HILL	21-1265	06302021	06-1000-610-02-09	World of Wonders subscription. Quote date 6/14/2021.	06/30/2021	\$2,262.44
<b>Sub Total</b>						<b>\$2,262.44</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62437	Nex-Tech Wireless, LLC	\$121.84	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nex-Tech Wireless, LLC	21-1275	8423124	06-2600-890-00-00	Invoice number 8423124. Invoice date 6/16/2021.	06/30/2021	\$47.53
Nex-Tech Wireless, LLC	21-1275	8423124	06-2720-890-00-17	Invoice number 8423124. Invoice date 6/16/2021.	06/30/2021	\$74.31
<b>Sub Total</b>						<b>\$121.84</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62438	Northwest Fire Extinguisher	\$92.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Northwest Fire Extinguisher	21-1295	77906	08-2600-300-00-01	Invoice number 77906.	06/30/2021	\$92.00
<b>Sub Total</b>						<b>\$92.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62439	Northwest Ks Ed Service Cntr	\$25.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Northwest Ks Ed Service Cntr	21-1283	021004	06-2300-810-00-00	Invoice number 021004.	06/30/2021	\$25.00
<b>Sub Total</b>						<b>\$25.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62440	Phillips County Review	\$80.80	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Phillips County Review	21-1253	06302021	06-2300-590-00-02	May charges.	06/30/2021	\$80.80
<b>Sub Total</b>						<b>\$80.80</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62441	Phillipsburg Homestore	\$265.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Phillipsburg Homestore	21-1279	06302021	08-2600-430-00-01	Statement date 5/28/2021.	06/30/2021	\$265.00
<b>Sub Total</b>						<b>\$265.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62442	PowerSchool Group LLC	\$3,778.96	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
PowerSchool Group LLC	21-1294	06302021	06-2300-300-00-00	2021-2022 license and subscription fees.	06/30/2021	\$3,778.96
<b>Sub Total</b>						<b>\$3,778.96</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62443	Pro-Tuff Decals	\$406.62	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Pro-Tuff Decals	21-1266	06302021	06-1000-890-01-01	Helmet stickers and goal board.	06/30/2021	\$406.62
<b>Sub Total</b>						<b>\$406.62</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62444	Rachel Harris	\$441.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Rachel Harris	21-1278	06302021	06-1000-890-00-01	Re-issue check for mileage.	06/30/2021	\$441.00
<b>Sub Total</b>						<b>\$441.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62445	Revival Lawn Care	\$2,220.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Revival Lawn Care	21-1276	06302021	08-2600-400-00-00	Charges for May and April. June mowing charges.	06/30/2021	\$2,220.00
<b>Sub Total</b>						<b>\$2,220.00</b>

<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62446	Risk Administration Services, Inc.	\$7,659.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Risk Administration Services, Inc.	21-1268	3635409		Invoice number 3635409. Invoice date 6/10/2021.	06/30/2021	\$7,659.00
<b>Sub Total</b>						<b>\$7,659.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62447	Schools For Quality Education	\$400.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Schools For Quality Education	21-1256	008		2021-2022 SQE Membership	06/30/2021	\$400.00
<b>Sub Total</b>						<b>\$400.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62448	Smoky Hill ESC	\$1,330.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Smoky Hill ESC	21-1264	21-01054		Invoice number 21-01054. Invoice date 6/16/2021.	06/30/2021	\$1,300.00
Smoky Hill ESC	21-1264	21-01054		Invoice number 21-01054. Invoice date 6/16/2021.	06/30/2021	\$30.00
<b>Sub Total</b>						<b>\$1,330.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62449	Symmetry Energy Solutions, LLC	\$11,901.68	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Symmetry Energy Solutions, LLC	21-1292	10564744		Invoice number 10564744.	06/30/2021	\$1,121.49
Symmetry Energy Solutions, LLC	21-1292	10564744		Invoice number 10564744.	06/30/2021	\$1,745.16
Symmetry Energy Solutions, LLC	21-1292	10564744		Invoice number 10564744.	06/30/2021	\$1,728.11
Symmetry Energy Solutions, LLC	21-1292	10564744		Invoice number 10564744.	06/30/2021	\$405.24
Symmetry Energy Solutions, LLC	21-1292	10564744		Invoice number 10564744.	06/30/2021	\$6,901.68
<b>Sub Total</b>						<b>\$11,901.68</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62450	TeamBuildr	\$500.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
TeamBuildr	21-1267	INV-014554		Invoice number INV-014554. Invoice date 05/27/2021	06/30/2021	\$500.00
<b>Sub Total</b>						<b>\$500.00</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62451	US Foods	\$1,560.14	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
US Foods	21-1287	06302021		24-3100-630-01-00	06/30/2021	\$1,230.66
US Foods	21-1287	06302021		24-3100-630-03-00	06/30/2021	\$106.24
US Foods	21-1287	06302021		24-3100-680-01-00	06/30/2021	\$158.99
US Foods	21-1287	06302021		24-3100-680-03-00	06/30/2021	\$64.25
<b>Sub Total</b>						<b>\$1,560.14</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62452	VISA (VISA1)	\$5,163.16	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
VISA (VISA1)	21-1297	06302021		06-1000-890-00-01	06/30/2021	\$73.48
VISA (VISA1)	21-1297	06302021		06-1000-890-01-01	06/30/2021	\$2,386.27
VISA (VISA1)	21-1297	06302021		06-2300-890-00-00	06/30/2021	\$131.88
VISA (VISA1)	21-1297	06302021		06-2720-626-00-05	06/30/2021	\$24.21
VISA (VISA1)	21-1297	06302021		06-2720-626-00-14	06/30/2021	\$251.10
VISA (VISA1)	21-1297	06302021		06-2720-626-00-15	06/30/2021	\$16.17
VISA (VISA1)	21-1297	06302021		06-2720-626-00-18	06/30/2021	\$111.52
VISA (VISA1)	21-1297	06302021		06-2740-290-00-00	06/30/2021	\$177.10
VISA (VISA1)	21-1297	06302021		08-2600-430-00-02	06/30/2021	\$45.40
VISA (VISA1)	21-1297	06302021		08-2600-700-00-02	06/30/2021	\$589.14
VISA (VISA1)	21-1297	06302021		26-2200-502-00-00	06/30/2021	\$333.17
VISA (VISA1)	21-1297	06302021		34-1000-700-00-00	06/30/2021	\$589.14
VISA (VISA1)	21-1297	06302021		35-1000-610-01-00	06/30/2021	\$434.58
<b>Sub Total</b>						<b>\$5,163.16</b>
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>	<b>Payee</b>	<b>Amount</b>	<b>Type</b>
End of the year bills.	First National Bank & Trust	003174	62453	WESTERN PEST CONTROL Inc	\$130.00	Accounts Payable
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>	<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>

WESTERN PEST CONTROL Inc	21-1262	06302021	08-2600-425-00-00	Statement date 6/15/2021.	06/30/2021	\$130.00
<b>Sub Total</b>						<b>\$130.00</b>
<b>Grand Total</b>						<b>\$46,966.59</b>

# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 06/15/2021; End Date: 06/30/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 6/30/2021 5:13:35 PM

Check Date	Check Number	Payee	Type	Amount
06/30/2021	62419	AFPLANSERV	Accounts Payable	\$17.00
06/30/2021	62420	Alissa Krafft	Accounts Payable	\$50.00
06/30/2021	62421	Almena Market Inc.	Accounts Payable	\$1,440.66
06/30/2021	62422	Becky Delimont	Accounts Payable	\$57.70
06/30/2021	62423	Cash-Wa Distributing Co Inc	Accounts Payable	\$1,736.70
06/30/2021	62424	CEV MULTIMEDIA, LTD. and iCEV	Accounts Payable	\$950.00
06/30/2021	62425	City Of Long Island	Accounts Payable	\$108.57
06/30/2021	62426	Dalrymple Environmental Inc.	Accounts Payable	\$775.00
06/30/2021	62427	Dealers First Financial L.L.C.	Accounts Payable	\$455.00
06/30/2021	62428	F & A Sales Inc	Accounts Payable	\$101.81
06/30/2021	62429	Garth Gebhard	Accounts Payable	\$56.95
06/30/2021	62430	Harlan County Journal	Accounts Payable	\$411.15
06/30/2021	62431	Kelvin Smith	Accounts Payable	\$125.00
06/30/2021	62432	Ken Tharman	Accounts Payable	\$1,400.00
06/30/2021	62433	Kowpoke Supply	Accounts Payable	\$540.12
06/30/2021	62434	Lou's Sporting Goods	Accounts Payable	\$377.12
06/30/2021	62435	Marvin Gebhard	Accounts Payable	\$26.17
06/30/2021	62436	MCGRAW-HILL	Accounts Payable	\$2,262.44
06/30/2021	62437	Nex-Tech Wireless, LLC	Accounts Payable	\$121.84
06/30/2021	62438	Northwest Fire Extinguisher	Accounts Payable	\$92.00
06/30/2021	62439	Northwest Ks Ed Service Cntr	Accounts Payable	\$25.00
06/30/2021	62440	Phillips County Review	Accounts Payable	\$80.80
06/30/2021	62441	Phillipsburg Homestore	Accounts Payable	\$265.00
06/30/2021	62442	PowerSchool Group LLC	Accounts Payable	\$3,778.96
06/30/2021	62443	Pro-Tuff Decals	Accounts Payable	\$406.62
06/30/2021	62444	Rachel Harris	Accounts Payable	\$441.00
06/30/2021	62445	Revival Lawn Care	Accounts Payable	\$2,220.00
06/30/2021	62446	Risk Administration Services, Inc.	Accounts Payable	\$7,659.00
06/30/2021	62447	Schools For Quality Education	Accounts Payable	\$400.00
06/30/2021	62448	Smoky Hill ESC	Accounts Payable	\$1,330.00
06/30/2021	62449	Symmetry Energy Solutions, LLC	Accounts Payable	\$11,901.68
06/30/2021	62450	TeamBuildr	Accounts Payable	\$500.00
06/30/2021	62451	US Foods	Accounts Payable	\$1,560.14
06/30/2021	62452	VISA (VISA1)	Accounts Payable	\$5,163.16
06/30/2021	62453	WESTERN PEST CONTROL Inc	Accounts Payable	\$130.00
<b>Sub Total</b>				<b>\$46,966.59</b>

# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 06/15/2021; End Date: 06/30/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 6/30/2021 5:13:35 PM

Check Date	Check Number	Payee	Description	Type	Amount
06/30/2021	62419	AFPLANSERV	Inv: 21013163020	Accounts Payable	\$17.00
06/30/2021	62420	Alissa Krafft	Inv: 06302021	Accounts Payable	\$50.00
06/30/2021	62421	Almena Market Inc.	Inv: 06302021	Accounts Payable	\$312.63
06/30/2021	62421	Almena Market Inc.	Inv: 063021	Accounts Payable	\$227.94
06/30/2021	62421	Almena Market Inc.	Inv: 63021	Accounts Payable	\$900.09
06/30/2021	62422	Becky Delimont	Inv: 06302021	Accounts Payable	\$57.70
06/30/2021	62423	Cash-Wa Distributing Co Inc	Inv: 12909780 12909781 12928113	Accounts Payable	\$1,736.70
06/30/2021	62424	CEV MULTIMEDIA, LTD. and iCEV	Inv: 06302021	Accounts Payable	\$950.00
06/30/2021	62425	City Of Long Island	Inv: 06302021	Accounts Payable	\$108.57
06/30/2021	62426	Dalrymple Environmental Inc.	Inv: 2631	Accounts Payable	\$775.00
06/30/2021	62427	Dealers First Financial L.L.C.	Inv: 06302021	Accounts Payable	\$130.00
06/30/2021	62427	Dealers First Financial L.L.C.	Inv: 158185	Accounts Payable	\$325.00
06/30/2021	62428	F & A Sales Inc	Inv: 2326282	Accounts Payable	\$101.81
06/30/2021	62429	Garth Gebhard	Inv: 20	Accounts Payable	\$56.95
06/30/2021	62430	Harlan County Journal	Inv: 54465 54466	Accounts Payable	\$411.15
06/30/2021	62431	Kelvin Smith	Inv: 06302021	Accounts Payable	\$125.00
06/30/2021	62432	Ken Tharman	Inv: 06302021	Accounts Payable	\$1,400.00
06/30/2021	62433	Kowpoke Supply	Inv: 373907 374768 373255 374691 3740	Accounts Payable	\$540.12
06/30/2021	62434	Lou's Sporting Goods	Inv: APC743581-AX01	Accounts Payable	\$377.12
06/30/2021	62435	Marvin Gebhard	Reimbursement	Accounts Payable	\$26.17
06/30/2021	62436	MCGRAW-HILL	Inv: 06302021	Accounts Payable	\$2,262.44
06/30/2021	62437	Nex-Tech Wireless, LLC	Inv: 8423124	Accounts Payable	\$121.84
06/30/2021	62438	Northwest Fire Extinguisher	Inv: 77906	Accounts Payable	\$92.00
06/30/2021	62439	Northwest Ks Ed Service Cntr	Inv: 021004	Accounts Payable	\$25.00
06/30/2021	62440	Phillips County Review	Inv: 06302021	Accounts Payable	\$80.80
06/30/2021	62441	Phillipsburg Homestore	Inv: 06302021	Accounts Payable	\$265.00
06/30/2021	62442	PowerSchool Group LLC	Inv: 06302021	Accounts Payable	\$3,778.96
06/30/2021	62443	Pro-Tuff Decals	Inv: 06302021	Accounts Payable	\$406.62
06/30/2021	62444	Rachel Harris	Inv: 06302021	Accounts Payable	\$441.00
06/30/2021	62445	Revival Lawn Care	Inv: 06302021	Accounts Payable	\$2,220.00
06/30/2021	62446	Risk Administration Services, Inc.	Inv: 3635409	Accounts Payable	\$7,659.00
06/30/2021	62447	Schools For Quality Education	Inv: 008	Accounts Payable	\$400.00
06/30/2021	62448	Smoky Hill ESC	Inv: 21-01054	Accounts Payable	\$1,330.00
06/30/2021	62449	Symmetry Energy Solutions, LLc	Inv: 10564744	Accounts Payable	\$11,901.68
06/30/2021	62450	TeamBuildr	Inv: INV-014554	Accounts Payable	\$500.00
06/30/2021	62451	US Foods	Inv: 06302021	Accounts Payable	\$1,560.14
06/30/2021	62452	VISA (VISA1)	Inv: 06302021	Accounts Payable	\$5,163.16
06/30/2021	62453	WESTERN PEST CONTROL Inc	Inv: 06302021	Accounts Payable	\$130.00

<b>Sub Total</b>					<b>\$46,966.59</b>
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# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 07/01/2021; End Date: 07/09/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 7/7/2021

Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62470
Vendor	PO Number	Invoice #	Account Code
AFPLANSERV	21-1311	21053163020	06-2300-300-00-00
<b>Sub Total</b>			
Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62471
Vendor	PO Number	Invoice #	Account Code
Almena Lumber & Supply	21-1298	087478 086937 087592	06-2300-890-00-30
Almena Lumber & Supply	21-1298	087478 086937 087592	06-2720-626-00-05
Almena Lumber & Supply	21-1298	087478 086937 087592	06-2720-626-00-14
Almena Lumber & Supply	21-1298	087478 086937 087592	06-2720-626-00-15
<b>Sub Total</b>			
Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62472
Vendor	PO Number	Invoice #	Account Code
Dealers First Financial L.L.C.	21-1305	158652	16-1000-700-01-00
<b>Sub Total</b>			
Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62473
Vendor	PO Number	Invoice #	Account Code
Endzone Sports & Office Supply	21-1302	07072021	06-2400-890-00-00
<b>Sub Total</b>			
Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62474
Vendor	PO Number	Invoice #	Account Code
Hop-A-Long IT Services	21-1313	29	08-1000-300-00-00
Hop-A-Long IT Services	21-1314	6	08-2300-500-00-00
Hop-A-Long IT Services	21-1312	840	55-1000-650-00-00
<b>Sub Total</b>			
Voucher Number	Bank Name	Account Number	Check Number
July 2021 board meeting bills.	First National Bank & Trust	003174	62475
Vendor	PO Number	Invoice #	Account Code

HTMC	21-1309	00195340 00195343	06-2300-590-00-00
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62476
<b>Vendor</b> J. W. Pepper & Son, Inc.	<b>PO Number</b> 21-1300	<b>Invoice #</b> 07072021	<b>Account Code</b> 06-1000-610-00-01
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62477
<b>Vendor</b> Kowpoke Supply	<b>PO Number</b> 21-1310	<b>Invoice #</b> 371980 371996	<b>Account Code</b> 08-2600-430-00-01
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62478
<b>Vendor</b> KQNK	<b>PO Number</b> 21-1306	<b>Invoice #</b> 07072021	<b>Account Code</b> 06-2300-590-00-02
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62479
<b>Vendor</b> Long Island Feed and Grain, LLC	<b>PO Number</b> 21-1299	<b>Invoice #</b> 016346	<b>Account Code</b> 06-2600-626-00-02
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62480
<b>Vendor</b> Northwestern Office Supplies	<b>PO Number</b> 21-1301	<b>Invoice #</b> 635068	<b>Account Code</b> 16-1000-700-01-00
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62481
<b>Vendor</b> Norton County Solid Waste	<b>PO Number</b> 21-1304	<b>Invoice #</b> 57429	<b>Account Code</b> 08-2600-421-00-00
<b>Sub Total</b>			
<b>Voucher Number</b> July 2021 board meeting bills.	<b>Bank Name</b> First National Bank & Trust	<b>Account Number</b> 003174	<b>Check Number</b> 62482
<b>Vendor</b> Norton Telegram	<b>PO Number</b> 21-1316	<b>Invoice #</b> 07072021	<b>Account Code</b> 06-2300-590-00-02
<b>Sub Total</b>			

<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>
July 2021 board meeting bills.	First National Bank & Trust	003174	62483
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>
Ostmeyer Inc dba Culligan Soft Water Service	21-1303	07072021	08-2600-411-03-00
<b>Sub Total</b>			
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>
July 2021 board meeting bills.	First National Bank & Trust	003174	62484
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>
PowerSchool Group LLC	21-1308	INV267899	06-2300-300-00-00
<b>Sub Total</b>			
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>
July 2021 board meeting bills.	First National Bank & Trust	003174	62485
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>
Prairie Land Electric Cooperative, Inc.	21-1315	07072021	06-2600-622-01-00
Prairie Land Electric Cooperative, Inc.	21-1315	07072021	06-2600-622-03-00
Prairie Land Electric Cooperative, Inc.	21-1315	07072021	34-2600-622-00-00
<b>Sub Total</b>			
<b>Voucher Number</b>	<b>Bank Name</b>	<b>Account Number</b>	<b>Check Number</b>
July 2021 board meeting bills.	First National Bank & Trust	003174	62486
<b>Vendor</b>	<b>PO Number</b>	<b>Invoice #</b>	<b>Account Code</b>
Sawyer's Ace Hardware	21-1307	07072021	08-2600-430-00-02
<b>Sub Total</b>			
<b>Grand Total</b>			

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Payee	Amount	Type
AFPLANSERV	\$17.00	Accounts Payable
Description	Issue Date	Amount
Invoice number 21053163020.	07/07/2021	\$17.00
		<b>\$17.00</b>
Payee	Amount	Type
Almena Lumber & Supply	\$907.23	Accounts Payable
Description	Issue Date	Amount
Charges for June. Statement date 7/1/21.	07/07/2021	\$533.95
Charges for June. Statement date 7/1/21.	07/07/2021	\$115.23
Charges for June. Statement date 7/1/21.	07/07/2021	\$98.44
Charges for June. Statement date 7/1/21.	07/07/2021	\$159.61
		<b>\$907.23</b>
Payee	Amount	Type
Dealers First Financial L.L.C.	\$460.00	Accounts Payable
Description	Issue Date	Amount
Invoice number 158652.	07/07/2021	\$460.00
		<b>\$460.00</b>
Payee	Amount	Type
Endzone Sports & Office Supply	\$103.51	Accounts Payable
Description	Issue Date	Amount
Statement date 7/1/21.	07/07/2021	\$103.51
		<b>\$103.51</b>
Payee	Amount	Type
Hop-A-Long IT Services	\$23,613.97	Accounts Payable
Description	Issue Date	Amount
Invoice number 29.	07/07/2021	\$413.97
Invoice number 6.	07/07/2021	\$3,200.00
Invoice number 840. New laptops.	07/07/2021	\$20,000.00
		<b>\$23,613.97</b>
Payee	Amount	Type
HTMC	\$294.00	Accounts Payable
Description	Issue Date	Amount

Statement date 6/29/21.	07/07/2021	\$294.00
		<b>\$294.00</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
J. W. Pepper & Son, Inc.	\$271.24	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 5/26/21.	07/07/2021	\$271.24
		<b>\$271.24</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Kowpoke Supply	\$227.02	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Invoices 371980 and 371996.	07/07/2021	\$227.02
		<b>\$227.02</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
KQNK	\$142.80	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Advertisements for June. Statement date 6/30/21.	07/07/2021	\$142.80
		<b>\$142.80</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Long Island Feed and Grain, LLC	\$106.88	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
June charges. Statement date 6/30/21.	07/07/2021	\$106.88
		<b>\$106.88</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Northwestern Office Supplies	\$158.34	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 6/30/2021. Invoice number 635068.	07/07/2021	\$158.34
		<b>\$158.34</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Norton County Solid Waste	\$27.90	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Invoice number 57429.	07/07/2021	\$27.90
		<b>\$27.90</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Norton Telegram	\$102.80	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 6/30/2021.	07/07/2021	\$102.80
		<b>\$102.80</b>

<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Ostmeyer Inc dba Culligan Soft Water Service	\$38.50	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 6/30/2021.	07/07/2021	\$38.50
		<b>\$38.50</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
PowerSchool Group LLC	\$3,778.96	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Invoice number INV267899.	07/07/2021	\$3,778.96
		<b>\$3,778.96</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Prairie Land Electric Cooperative, Inc.	\$2,144.00	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 7/6/2021	07/07/2021	\$1,498.46
Statement date 7/6/2021	07/07/2021	\$506.34
Statement date 7/6/2021	07/07/2021	\$139.20
		<b>\$2,144.00</b>
<b>Payee</b>	<b>Amount</b>	<b>Type</b>
Sawyer's Ace Hardware	\$83.55	Accounts Payable
<b>Description</b>	<b>Issue Date</b>	<b>Amount</b>
Statement date 6/30/21.	07/07/2021	\$83.55
		<b>\$83.55</b>
		<b>\$32,477.70</b>

# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 07/01/2021; End Date: 07/09/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 7/7/2021 7:06:35 PM

Check Date	Check Number	Payee	Type	Amount
07/07/2021	62470	AFPLANSERV	Accounts Payable	\$17.00
07/07/2021	62471	Almena Lumber & Supply	Accounts Payable	\$907.23
07/07/2021	62472	Dealers First Financial L.L.C.	Accounts Payable	\$460.00
07/07/2021	62473	Endzone Sports & Office Supply	Accounts Payable	\$103.51
07/07/2021	62474	Hop-A-Long IT Services	Accounts Payable	\$23,613.97
07/07/2021	62475	HTMC	Accounts Payable	\$294.00
07/07/2021	62476	J. W. Pepper & Son, Inc.	Accounts Payable	\$271.24
07/07/2021	62477	Kowpoke Supply	Accounts Payable	\$227.02
07/07/2021	62478	KQNK	Accounts Payable	\$142.80
07/07/2021	62479	Long Island Feed and Grain, LLC	Accounts Payable	\$106.88
07/07/2021	62480	Northwestern Office Supplies	Accounts Payable	\$158.34
07/07/2021	62481	Norton County Solid Waste	Accounts Payable	\$27.90
07/07/2021	62482	Norton Telegram	Accounts Payable	\$102.80
07/07/2021	62483	Ostmeyer Inc dba Culligan Soft Water Service	Accounts Payable	\$38.50
07/07/2021	62484	PowerSchool Group LLC	Accounts Payable	\$3,778.96
07/07/2021	62485	Prairie Land Electric Cooperative, Inc.	Accounts Payable	\$2,144.00
07/07/2021	62486	Sawyer's Ace Hardware	Accounts Payable	\$83.55
<b>Sub Total</b>				<b>\$32,477.70</b>

# USD 212

## Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 07/01/2021; End Date: 07/09/2021; Bank: [All]; Sort By Element: FUND; Account Expression: [All]; Created On: 7/7/2021 7:06:35 PM

Check Date	Check Number	Payee	Description	Type	Amount
07/07/2021	62470	AFPLANSERV	Inv: 21053163020	Accounts Payable	\$17.00
07/07/2021	62471	Almena Lumber & Supply	Inv: 087478 086937 087592	Accounts Payable	\$907.23
07/07/2021	62472	Dealers First Financial L.L.C.	Inv: 158652	Accounts Payable	\$460.00
07/07/2021	62473	Endzone Sports & Office Supply	Inv: 07072021	Accounts Payable	\$103.51
07/07/2021	62474	Hop-A-Long IT Services	Inv: 29	Accounts Payable	\$413.97
07/07/2021	62474	Hop-A-Long IT Services	Inv: 6	Accounts Payable	\$3,200.00
07/07/2021	62474	Hop-A-Long IT Services	Inv: 840	Accounts Payable	\$20,000.00
07/07/2021	62475	HTMC	Inv: 00195340 00195343	Accounts Payable	\$294.00
07/07/2021	62476	J. W. Pepper & Son, Inc.	Inv: 07072021	Accounts Payable	\$271.24
07/07/2021	62477	Kowpoke Supply	Inv: 371980 371996	Accounts Payable	\$227.02
07/07/2021	62478	KQNK	Inv: 07072021	Accounts Payable	\$142.80
07/07/2021	62479	Long Island Feed and Grain, LLC	Inv: 016346	Accounts Payable	\$106.88
07/07/2021	62480	Northwestern Office Supplies	Inv: 635068	Accounts Payable	\$158.34
07/07/2021	62481	Norton County Solid Waste	Inv: 57429	Accounts Payable	\$27.90
07/07/2021	62482	Norton Telegram	Inv: 07072021	Accounts Payable	\$102.80
07/07/2021	62483	Ostmeyer Inc dba Culligan Soft Water Service	Inv: 07072021	Accounts Payable	\$38.50
07/07/2021	62484	PowerSchool Group LLC	Inv: INV267899	Accounts Payable	\$3,778.96
07/07/2021	62485	Prairie Land Electric Cooperative, Inc.	Inv: 07072021	Accounts Payable	\$2,144.00
07/07/2021	62486	Sawyer's Ace Hardware	Inv: 07072021	Accounts Payable	\$83.55
<b>Sub Total</b>					<b>\$32,477.70</b>

# Current Cash Balance

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

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>NVHS</b>	<b>Northern Valley High School</b>							
<b>A</b>	<b>ATHLETICS</b>							
	1010		HIGH SCHOOL ATHLETICS	-1,082.91	12,815.26	8,730.30	243.00	3,245.05
	<b>A Totals:</b>			-1,082.91	12,815.26	8,730.30	243.00	3,245.05
<b>B</b>	<b>CLUBS &amp; ORGANIZATIONS</b>							
	2010		STUDENT COUNCIL	6,370.32	2,953.25	2,760.89	349.44	6,912.12
	2020		KAY	758.21	2,662.00	1,750.96	0.00	1,669.25
	2050		HUSKY MUSIC CLUB	1,774.33	0.00	0.00	0.00	1,774.33
	2060		FFA	8,220.56	32,262.64	21,950.94	0.00	18,532.26
	2070		SCHOLARS BOWL	88.77	0.00	0.00	0.00	88.77
	2080		DANCE AND CHEER	1,390.86	15,595.88	8,516.56	0.00	8,470.18
	2090		FORENSICS	718.36	272.00	0.00	0.00	990.36
	3000		TECHNOLOGY CLUB	828.76	0.00	0.00	0.00	828.76
	3010		FCCLA	66.10	0.00	0.00	0.00	66.10
	3020		VOLLEYBALL CLUB	289.82	3,578.00	1,504.96	0.00	2,362.86
	3050		Interactive Media	522.18	600.00	0.00	0.00	1,122.18
	FA		FACS	0.00	0.00	0.00	0.00	0.00
	<b>B Totals:</b>			21,028.27	57,923.77	36,484.31	349.44	42,817.17
<b>C</b>	<b>GRADUATING CLASSES</b>							
	3114		CLASS OF 2014	2,838.60	0.00	0.00	0.00	2,838.60
	3115		CLASS OF 2015	1,341.17	0.00	0.00	0.00	1,341.17
	3116		CLASS OF 2016	27.50	0.00	0.00	0.00	27.50
	3117		CLASS OF 2017	725.25	0.00	0.00	-725.25	0.00
	3118		CLASS OF 2018	349.44	0.00	0.00	-349.44	0.00
	3119		CLASS OF 2019	2,003.91	0.00	0.00	0.00	2,003.91
	3120		CLASS OF 2020	453.67	0.00	0.00	-453.67	0.00
	3121		CLASS OF 2021	3,257.28	35.00	1,521.98	-23.00	1,747.30
	3122		CLASS OF 2022-SENIORS	1,864.44	13,168.05	10,963.93	-220.00	3,848.56
	3123		CLASS OF 2023-JUNIORS	1,878.25	41.00	18.72	725.25	2,625.78
	3124		CLASS OF 2024-SOPHOMORES	0.00	3,496.00	62.52	0.00	3,433.48
	<b>C Totals:</b>			14,739.51	16,740.05	12,567.15	-1,046.11	17,866.30
<b>D</b>	<b>DISTRICT MONIES</b>							
	4020		HIGH SCHOOL PETTY CASH	1,125.00	0.00	0.00	0.00	1,125.00
	<b>D Totals:</b>			1,125.00	0.00	0.00	0.00	1,125.00
<b>E</b>	<b>YEARBOOK</b>							
	7000		YEARBOOK	14,668.37	6,901.00	5,827.61	278.67	16,020.43
	<b>E Totals:</b>			14,668.37	6,901.00	5,827.61	278.67	16,020.43

# Current Cash Balance

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

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>F</b>								
	<b>MISC</b>							
	7030		GREENHOUSE	41.47	0.00	0.00	0.00	41.47
	7060		BOX TOPS FOR EDUCATION	4,166.30	213.30	2,013.08	0.00	2,366.52
	7102		Unknown revenue from 2016-2017	0.00	0.00	0.00	0.00	0.00
	8011		Interest Paid To Account	351.98	37.54	0.00	0.00	389.52
			<b>F Totals:</b>	4,559.75	250.84	2,013.08	0.00	2,797.51
<b>G</b>								
	<b>SALES TAX</b>							
	8010		SALES TAX	-25.16	0.00	-0.02	0.00	-25.14
			<b>G Totals:</b>	-25.16	0.00	-0.02	0.00	-25.14
			<b>NVHS Activity Totals:</b>	55,012.83	94,630.92	65,622.43	-175.00	83,846.32
<hr/>								
		Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance	
				94,630.92	65,622.43			
		NVHS Bank Balances:	55,012.83	94,630.92	65,622.43	-175.00	83,846.32	
<hr/>								
			<b>Report Activity Totals:</b>	55,012.83	94,630.92	65,622.43	-175.00	83,846.32

# USD 212

## Cash Summary Report

Accounting Cycle: FY20-21; Beginning Period: Period 01 (07/01/2020 - 07/31/2020) ; Ending Period: Period 13 (07/01/2021 - 07/31/2021) ; Show Prior Year Expense/Encumbrance: No; Prior Year Ending Balance for Beginning Balance: No; Include Transactions after the Last Period: Yes; Exclude Closing Entries: No; Include Unposted Transactions: Yes; Created On: 7/12/2021 2:21:38 PM

Fund	Description	Beginning Balance	Revenue	Expenditure	Other	Ending Balance	Encumbrances	Liabilities	Available
06	GENERAL FUND	\$2,148.84	\$1,674,257.96	(\$1,676,137.08)	\$0.00	\$289.72	(\$603.22)	\$0.00	(\$333.50)
07	FEDERAL FUNDS	(\$1,180.42)	\$137,290.58	(\$139,003.36)	\$0.00	(\$2,893.20)	\$3,889.82	\$0.00	\$996.62
08	SUPPLEMENTAL GENERAL FUND	\$34,703.87	\$545,252.53	(\$521,249.18)	\$0.00	\$58,707.22	\$87.17	\$0.00	\$58,794.39
11	FOUR YEAR OLD AT RISK FUND	\$18,270.89	\$45,000.00	(\$52,970.03)	\$0.00	\$10,300.86	\$0.00	\$0.00	\$10,300.86
13	K-12 AT RISK FUND	\$28,936.85	\$131,383.00	(\$151,169.10)	\$0.00	\$9,150.75	\$0.00	\$0.00	\$9,150.75
16	CAPITAL OUTLAY	\$139,050.37	\$188,879.36	(\$176,607.12)	\$0.00	\$151,322.61	\$0.00	\$0.00	\$151,322.61
18	DRIVER TRAINING	\$1,298.46	\$4,922.00	(\$3,801.76)	\$0.00	\$2,418.70	\$0.00	\$0.00	\$2,418.70
24	FOOD SERVICE	\$8,320.15	\$160,333.89	(\$155,491.91)	\$0.00	\$13,162.13	(\$3,189.87)	\$0.00	\$9,972.26
26	PROFESSIONAL DEVELOPMENT FUND	\$12,071.77	\$3,183.00	(\$5,279.82)	\$0.00	\$9,974.95	\$0.00	\$0.00	\$9,974.95
30	SPECIAL EDUCATION	\$33,757.80	\$271,233.10	(\$291,114.66)	\$0.00	\$13,876.24	\$0.00	\$0.00	\$13,876.24
34	VOCATIONAL EDUCATION	\$10,006.56	\$77,322.61	(\$75,845.93)	\$0.00	\$11,483.24	\$0.00	\$0.00	\$11,483.24
35	GIFTS/GRANTS	\$17,051.63	\$36,200.00	(\$13,454.58)	\$0.00	\$39,797.05	\$0.00	\$0.00	\$39,797.05
51	KPERS RETIREMENT CONTRIBUTIONS	\$0.00	\$184,335.77	(\$184,335.77)	\$0.00	(\$90.54)	\$0.00	\$0.00	(\$90.54)
53	CONTINGENCY FUND	\$225,000.00	\$6,901.68	(\$6,901.68)	\$0.00	\$225,000.00	\$0.00	\$0.00	\$225,000.00
55	TEXTBOOK RENTAL	\$49,300.44	\$4,717.50	(\$34,995.84)	\$0.00	\$19,022.10	\$0.00	\$0.00	\$19,022.10
81	LIBRARY GRANT	\$911.02	\$0.00	\$0.00	\$0.00	\$911.02	\$0.00	\$0.00	\$911.02
85	KS COORDINATED SCHOOL HEALTH	\$1,958.14	\$0.00	\$0.00	\$0.00	\$1,958.14	\$0.00	\$0.00	\$1,958.14
<b>Sub Total</b>		<b>\$581,606.37</b>	<b>\$3,471,122.44</b>	<b>(\$3,488,357.82)</b>	<b>\$0.00</b>	<b>\$564,370.99</b>	<b>\$183.90</b>	<b>\$0.00</b>	<b>\$564,554.89</b>



**Jessie Thalheim**

Thu, Jun 17, 8:03  
PM

to me

Hey sir!! Is there anyone else interested in the concession stand co sponsor ?? I had asked about those two supplementals since I didn't know what they entailed. But I don't think that the concessions stand position is something I am interested in. If there is no one else then I will do my next to work with Becky but I would for sure want to see the boys play.

---



**Ken Tharman <ktharman@nvhuskies.org>**

Fri, Jun 18, 7:08  
AM

to Jessie

Jessie,

That is my fault .... I should have followed up.

Do not worry about the concession stand thing ... you will be busy with AD duties at the games anyway.... hadn't thought about that.

I will open that one back up.

Thanks again.

---



**Norton County  
COMMUNITY FOUNDATION**

AN AFFILIATE OF GREATER NORTHWEST KANSAS COMMUNITY FOUNDATION

105 West 4<sup>th</sup> Street, PO Box 593  
Bird City, KS 67731

[www.GNWKCF.org](http://www.GNWKCF.org)

06/10/2021

**Northern Valley Schools**  
512 W. Bryant St. PO Box 217  
Almena, KS 67622

**Congratulations!** The Norton County Advisory Committee reviewed your Hansen Community Grant application and approved \$20,000.00 for *Window Project*.

The grant check will be mailed directly to the Norton County Community Foundation in approximately 10-14 days. Tara Vance, NCCF Executive Director, will then contact you directly to present the check.

By accepting this grant and cashing the grant check, you specifically agree that:

- a. grant monies will be used as identified in your application to the Greater Northwest Kansas Community Foundation; the Final Report form (available on your Dashboard via our online grant making system), picture(s) of the completed project, and copies of all receipts pertaining to specified project (or spreadsheet detailing expenses), will be submitted within 30 days following your estimated completion timeline: 07/01/2021;
- b. any sums not used for the purposes of specified project will be returned to (and payable to) Greater Northwest Kansas Community Foundation, PO Box 593, Bird City, KS 67731 to be available for additional grant projects; and
- c. this grant does not create a principal-agent relationship of any type.

We encourage you to publicize this award in your local media. We ask that you give credit to both the Norton County Community Foundation and Dane G. Hansen Foundation to help recognize the community foundations which have made this grant possible. Greater Northwest Kansas Community Foundation (GNWKCF) manages this fund on their behalf. You may contact GNWKCF at [grants@gnwkcf.org](mailto:grants@gnwkcf.org) or 785-734-2406 to request copies of any logos. Please upload copies of press releases and/or advertisements regarding this award to your online final report.

Thank you,

Darci Schields  
Foundation Director  
[darci@gnwkcf.org](mailto:darci@gnwkcf.org)

Norton County Community Foundation  
PO Box 593  
Bird City, KS 67731  
785-734-2406



DATE 06/15/2021

**Dane G. Hansen Foundation Community Grant Fund for Norton County**

PAY \* Twenty Thousand and no/100 \*

DOLLARS

\$ \*\*\*\*20,000.00

Void after 180 days

TO THE  
ORDER OF

Northern Valley USD 212  
512 West Bryant  
Almena, KS 67622



⑈ 126470⑈ ⑆ 101000035⑆ 355002536450⑈



nortoncountycommunityfoundation

Norton County Community Foundation  
PO Box 593  
Bird City, KS 67731  
785-734-2406

This grant was provided by **Dane G. Hansen Foundation Community Grant Fund for Norton County.**

You are welcome to express your appreciation directly to this fund. If you do not have contact information, feel free to send the thank you to Norton County Community Foundation for forwarding.

<b>Grant Description:</b>	<b>Window Project</b>
Date:	06/15/2021
Grant Reference #:	21219786
Grant Amount:	20,000.00
Grant Recipient:	Northern Valley USD 212
Check #:	126470

By accepting this grant, Northern Valley USD 212 certifies that it will not provide more than an incidental benefit to the fund donors, advisors or any other person in return for this grant. Providing tickets to an event or providing any other substantial benefit could result in significant tax penalties for the donor advisors or the person receiving the benefit.

It is not necessary to send a tax receipt to the donor.

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## BASE LEASE

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

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

**DATE: JULY 1, 2021**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**UNIFIED SCHOOL DISTRICT NO. 212**

By: \_\_\_\_\_

Name: Hilary Van Patten

Title: Board President

LESSEE

ATTEST:

\_\_\_\_\_  
Name: Kenneth A. Tharman  
Title: Superintendent & Acting Board Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_ day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hilary Van Patten, Board President of UNIFIED SCHOOL DISTRICT NO. 212, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: Greg Saville  
Title: CEO  
LESSOR

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SCHEDULE 1**  
**TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

**Area 1:**

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

**The West Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The West Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**A tract of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Eight (8), Township Two (2) South, Range Twenty-one (21), West of the 6<sup>th</sup> P.M., Norton County, Kansas; commencing Eighty (80) feet West of the Southwest Corner of Block Four (4), Original Town of Alma, Kansas, thence West One Hundred Sixty feet (W.160'), thence North Three Hundred feet (N.300'), thence East One Hundred Sixty feet (E.160'), thence South Three Hundred feet (S.300') to the place of beginning.**

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

**Area 2:**

**Parcel #1-Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350') ; thence North three hundred fifty feet (N.350') to the point of beginning.**

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

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

**SCHEDULE 2  
TO BASE LEASE**

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

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

**Intended use of Facilities:** Education

**Deposit to Escrow Fund:** \$239,750.00

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

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
 Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
 The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award / contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## RESOLUTION

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

**Parcel #1-Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning. ALSO KNOWN AS: School Lot and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), Block Eight (8), First Addition to Long Island, Phillips County, Kansas.**

**Parcel #2- Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and Thirteen (13), Block "E", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #3- The West Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #4- The East Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #5- The East Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #6- The West Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #7- A tract of land in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section Eight (8), Township Two (2) South, Range Twenty-one (21), West of the 6<sup>th</sup> P.M., Norton County, Kansas; commencing Eighty (80) feet West of the Southwest Corner of Block Four (4), Original Town of Almena, Kansas, thence West One Hundred Sixty feet (W.160'), thence North Three Hundred feet (N.300'), thence East One Hundred Sixty feet (E.160'), thence South Three Hundred feet (S.300') to the place of beginning.**

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

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

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

Triple Pane Krypton Gas Windows  
Three Insulated Layer Vinyl Sliding

35 Years Experience



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

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

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

**H. Northern Valley High School:**

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

**Total in Northern Valley High School: 97 windows**

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

**I. Almena Elementary School:**

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

**Total in Almena Elementary School: 37 windows**

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

**J. Long Island Middle School:**

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

**Total in Long Island Middle School: 73 windows**

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

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

**Cost for Almena Elementary School** 38,850.00

**Cost for Long Island Middle School** 76,650.00

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

**All materials and labor costs included**

**All costs for travel and lodging included**

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

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

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

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

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

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

Kenneth A. Tharman  
Print name of authorized signer

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

## RESOLUTION

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

**Parcel #1-Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350'); thence North three hundred fifty feet (N.350') to the point of beginning.**

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

**Parcel #2- Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and Thirteen (13), Block "E", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #3- The West Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #4- The East Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #5- The East Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #6- The West Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Almena, Norton County, Kansas.**

**Parcel #7- A tract of land in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section Eight (8), Township Two (2) South, Range Twenty-one (21), West of the 6<sup>th</sup> P.M., Norton County, Kansas; commencing Eighty (80) feet West of the Southwest Corner of Block Four (4), Original Town of Almena, Kansas, thence West One Hundred Sixty feet (W.160'), thence North Three Hundred feet (N.300'), thence East One Hundred Sixty feet (E.160'), thence South Three Hundred feet (S.300') to the place of beginning.**

and improvements thereon in an amount of \$239,750.00 payable in 6 annual payments in the amount of \$39,958.33 due on July 1, 2021 and each July 1 thereafter, with interest due on July 1<sup>st</sup> and January 1<sup>st</sup> of each year of the lease, at a lease rate of 1.75% per annum with the first payment being due July 1, 2021.

BE IT FURTHER RESOLVED, that Hilary Van Patten, Unified School District No. 212 Board President is authorized to execute the Lease Agreement and any and all supporting documents necessary to complete this transaction.

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

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

## **ESCROW AGREEMENT**

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

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

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

**DATE: JULY 1, 2021**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**By:** \_\_\_\_\_  
**Name: Hilary Van Patten**  
**Title: Board President**

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

**By:** \_\_\_\_\_  
**Name: Greg Saville**  
**Title: CEO**

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

**By:** \_\_\_\_\_  
**Name: John W. George**  
**Title: Vice-President & Trust Investment Officer**

**EXHIBIT A  
TO THE ESCROW AGREEMENT**

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

**Deposit to Project Fund:** \$239,750.00, the balance to remain in the Project Fund in the amount of \$239,750.00 for Energy Guard Windows at Northern Valley High School in Almena, KS, Almena Elementary School, Almena, KS, and Long Island Middle School, Long Island, KS.

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

(A) A fully executed copy of the Turnkey Agreement meeting the requirements of **Section 5.1** of the Lease;

(B) A survey acceptable to Lessor;

(C) The owner's policy of title insurance required by **Section 7.1** of the Lease;

(D) A certificate of an insurance consultant in the form attached to the Escrow Agreement as **Exhibit C**, together with certificates of insurance evidencing compliance with the requirements of **Section 7.1(a)** through **(d)** of the Lease.

|

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**EXHIBIT B  
TO THE ESCROW AGREEMENT**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

**WRITTEN REQUEST FOR DISBURSEMENT FORM  
PROJECT FUND**

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

Ladies and Gentlemen:

Pursuant to Section 7 of the Escrow Agreement, dated as of July 1, 2021 (the "Escrow Agreement"), among First National Bank and Trust, Phillipsburg, Kansas, Unified School District No. 212 (the "Lessee"), and you, as Escrow Agent, Lessee hereby requests payment in accordance with this request and said Section 7 and hereby states and certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Name: Greg Saville  
Title: CEO

**ENERGY GUARD**

By: \_\_\_\_\_  
Name: Tim Henry  
Title: Owner

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

**UNIFIED SCHOOL DISTRICT NO. 212**  
Lessee

By: \_\_\_\_\_  
Name: Hilary Van Patten  
Title: Board President

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

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

**ATTACHMENT I**  
**TO WRITTEN REQUEST FOR DISBURSEMENT**  
**FROM PROJECT FUND**

**SCHEDULE OF PAYMENTS REQUESTED**

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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**EXHIBIT C  
TO ESCROW AGREEMENT  
CERTIFICATE OF INSURANCE CONSULTANT**  
\_\_\_\_\_, 2021

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

Re: Lease Purchase Agreement, dated as of July 1, 2021 (the "Lease"),  
between First National Bank and Trust, Phillipsburg, Kansas and  
Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

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

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

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT D  
TO ESCROW AGREEMENT  
COMPLETION CERTIFICATE**

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

Re: Lease Purchase Agreement, dated as of July 1, 2021 (the "Lease"), between  
First National Bank and Trust, Phillipsburg, Kansas and Unified School  
District No. 212 ("Lessee")

Ladies and Gentlemen:

Pursuant to Section 8 of the Escrow Agreement, dated as of July 1, 2021 (the "Escrow Agreement"), among First National Bank and Trust, Phillipsburg, Kansas, (Name of Lessee) and First National Bank and Trust, as Escrow Agent, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Escrow Agreement, (b) the Improvements were completed on \_\_\_\_\_, 20\_\_, (c) all other facilities necessary in connection with the Improvements have been acquired, constructed, equipped and installed, (d) the Improvements and such other facilities have been acquired, constructed, equipped and installed in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all Costs of the Improvements have been paid. This certificate is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties.

Date: \_\_\_\_\_

UNIFIED SCHOOL DISTRICT NO. 212

ENERGY GUARD

By: \_\_\_\_\_  
Hilary Van Patten, Board President

By: \_\_\_\_\_  
Tim Henry, Owner

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

UNIFIED SCHOOL DISTRICT NO. 212

By: \_\_\_\_\_  
Kenneth A. Tharman, Superintendent & Acting Clerk  
of the Board

## **EXHIBIT E**

### **ARBITRAGE INSTRUCTIONS**

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

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

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

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

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

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

**ARTICLE I**  
**THE INVESTMENT FUND**

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

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

**ARTICLE II**  
**POWERS AND DUTIES OF CUSTODY**

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

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

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

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

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

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

### **ARTICLE III WITHDRAWAL OF ASSETS AND AMENDMENT/TERMINATION OF AGREEMENT**

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

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

### **ARTICLE IV GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Name: Hilary Van Patten  
Title: President Board of Education

**CUSTODIAN:**  
**THE FIRST NATIONAL BANK AND TRUST**

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

**LEASE PURCHASE AGREEMENT**

**LEASE NUMBER:** 40724

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

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

**DATE:** **JULY 1, 2021**

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

**WITNESSETH:**

**WHEREAS**, Lessor proposes to take the following actions:

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

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

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

**ARTICLE I**  
**DEFINITIONS AND RULES OF CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II** **REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III** **GRANTING PROVISIONS; TERM**

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

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

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

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

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

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

#### **ARTICLE IV**

#### **PROVISIONS FOR PAYMENT OF RENTALS**

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

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

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

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

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

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

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

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

## **ARTICLE V**

### **ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI** **IMPOSITIONS**

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

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

**ARTICLE VII**  
**INSURANCE; INDEMNITY**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII** **ASSIGNMENT AND SUBLEASING**

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

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

## **ARTICLE IX** **MAINTENANCE, REPAIRS AND MODIFICATIONS**

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

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

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

## ARTICLE X

### **LESSEE'S OPTION TO PURCHASE THE PROJECT**

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

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

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

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

## **ARTICLE XI**

### **DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

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

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

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

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

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

## **ARTICLE XII** **DEFAULT PROVISIONS**

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

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

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

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

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

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

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

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

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

### **ARTICLE XIII**

#### **AMENDMENTS, CHANGES AND MODIFICATIONS**

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

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 14.1. Maintenance of Tax Exemption.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SEAL]

By: \_\_\_\_\_

Name: Greg Saville

Title: CEO

LESSOR

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

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

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIFIED SCHOOL DISTRICT NO. 212**

[SEAL]

By: \_\_\_\_\_  
Name: Hilary Van Patten  
Title: Board President  
LESSEE

ATTEST:

\_\_\_\_\_  
Name: Kenneth A. Tharman  
Title: Superintendent & Acting Board Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hilary Van Patten, Board President of UNIFIED SCHOOL DISTRICT NO. 212, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SCHEDULE 1**  
**TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

**Area 1:**

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

**The West Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The West Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**A tract of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Eight (8), Township Two (2) South, Range Twenty-one (21), West of the 6<sup>th</sup> P.M., Norton County, Kansas; commencing Eighty (80) feet West of the Southwest Corner of Block Four (4), Original Town of Alma, Kansas, thence West One Hundred Sixty feet (W.160'), thence North Three Hundred feet (N.300'), thence East One Hundred Sixty feet (E.160'), thence South Three Hundred feet (S.300') to the place of beginning.**

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

**Area 2:**

**Parcel #1-Commencing at a point sixty feet (60') South of the Southwest Corner of Block Nineteen (19) of Long Island; thence East three hundred fifty feet (E.350'); thence South three hundred fifty feet (S.350'); thence West three hundred fifty feet (W.350') ; thence North three hundred fifty feet (N.350') to the point of beginning.**

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

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

**EXHIBIT A**  
**TO LEASE PURCHASE AGREEMENT**  
**RENTAL PAYMENT SCHEDULE**

<b>Date</b>	<b>Lease Balance</b>	<b>Payment</b>	<b>Remaining Bal</b>	<b>Int @ 1.75%</b>
<b>7/1/2021</b>	<b>\$ 239,750.00</b>	<b>\$ 39,958.33</b>	<b>\$ 199,791.67</b>	<b>\$ -</b>
<b>1/1/2022</b>				<b>\$ 1,748.18</b>
<b>7/1/2022</b>	<b>\$ 199,791.67</b>	<b>\$ 39,958.33</b>	<b>\$ 159,833.34</b>	<b>\$ 1,748.18</b>
<b>1/1/2023</b>				<b>\$ 1,398.54</b>
<b>7/1/2023</b>	<b>\$ 159,833.34</b>	<b>\$ 39,958.33</b>	<b>\$ 119,875.01</b>	<b>\$ 1,398.54</b>
<b>1/1/2024</b>				<b>\$ 1,048.91</b>
<b>7/1/2024</b>	<b>\$ 119,875.01</b>	<b>\$ 39,958.33</b>	<b>\$ 79,916.68</b>	<b>\$ 1,048.91</b>
<b>1/1/2025</b>				<b>\$ 699.27</b>
<b>7/1/2025</b>	<b>\$ 79,916.68</b>	<b>\$ 39,958.33</b>	<b>\$ 39,958.35</b>	<b>\$ 699.27</b>
<b>1/1/2026</b>				<b>\$ 349.64</b>
<b>7/1/2026</b>	<b>\$ 39,958.35</b>	<b>\$ 39,958.35</b>	<b>\$ -</b>	<b>\$ 349.64</b>

**Interest pmt - July 1 and Jan. 1 same amount, Prin. Annly on July 1.**

## EXHIBIT B

### TO LEASE PURCHASE AGREEMENT

Lease No. 40724

#### OTHER PROVISIONS

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

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

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

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

**Delivery Date of Lease:** \_\_\_\_\_

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

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$239,750.00.
- (b) The annual average effective Interest cost of the Lease is 1.75% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost.
- (d) As required by K.S.A. 2006 Supp. 72-8201a, Lessee and the governing body of Lessee will be responsible solely for Lessee's or Lessee's governing body's actions or failure to act under the Lease.
- (e) The Lease is subject to the State of Kansas Contractual Provisions Attachment as herein **Exhibit B-1**.

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

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

**Title Insurance:** The owner's policy of title insurance required under **Article VII** shall be in the amount of \$239,750.00.

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

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

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

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

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: Greg Saville, CEO

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

By: \_\_\_\_\_

Printed Name: Hilary Van Patten, Board President

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (g) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**EXHIBIT C  
TO LEASE PURCHASE AGREEMENT**

Lease No. 40724

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: First National Bank and Trust, Phillipsburg, Kansas

Reference is made to the Lease Purchase Agreement, Base Lease and Escrow Agreement between the undersigned, Unified School District 212, Alma, KS ("Lessee"), and First National Bank and Trust, Phillipsburg, Kansas ("Lessor"), dated July 1, 2021 ("Lease") and to the Project as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

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

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

---

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

---

**BY: Hilary Van Patten, President of the Board of Education**

---

**WITNESS: Kenneth A. Tharman, Superintendent & Acting Clerk of the Board of Education**

**DATE:** \_\_\_\_\_

**Federal Tax ID#** \_\_\_\_\_

---

**EXHIBIT D**  
**TO LEASE PURCHASE AGREEMENT**

Lease No. 40724

I, Kenneth A. Tharman, do hereby certify that I am the duly appointed Superintendent and Acting Clerk of the Board of Education of Unified School District No. 212, an agency duly organized and existing under the laws of the State of Kansas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Board of Education at a meeting duly and regularly held and convened in accordance with applicable law on the 1<sup>st</sup> day of July, 2021.

WHEREAS, the Lessee is entering a Lease Purchase Agreement ("Lease") dated July 1, 2021, with First National Bank and Trust, Phillipsburg, Kansas;

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

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

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

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
President, Board of Education Unified School District No. 212	Hilary Van Patten	_____

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

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

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this \_\_\_\_ day of July, 2021.

\_\_\_\_\_  
**LESSEE: UNIFIED SCHOOL DISTRICT NO. 212**

*Witnessed by:*

X \_\_\_\_\_  
Kenneth A. Tharman, Superintendent & Acting Clerk of the Board    Federal Tax ID# \_\_\_\_\_

**OPINION OF COUNSEL**  
Lease No. 40724

July \_\_, 2021

Re: Lease Purchase Agreement No. 40724, dated July 1, 2021 (the "Lease"), between First National Bank and Trust, Phillipsburg, Kansas ("Lessor") and Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

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

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

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

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

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

Very truly yours,

---

Luke Sobba, Attorney  
Kansas Association of School Boards

**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

Lease No. 40724

July 1, 2021

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

Re: State and Municipal Lease/Purchase Agreement No.40724, dated July 1, 2021 (the "Lease"), between First National Bank and Trust, Phillipsburg, Kansas ("Lessor") and Unified School District No. 212 ("Lessee")

Ladies and Gentlemen:

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

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

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

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

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

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

Very truly yours,

---

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

---

*BY:* Hilary Van Patten, Board President

---

*WITNESS:* Kenneth A. Tharman, Superintendent and Acting Clerk of the Board of Education

**Proof of Insurance**

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

Ladies and Gentlemen:

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

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

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

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

By: \_\_\_\_\_

Printed Name: Hilary Van Patten, President Board of Education

Date: \_\_\_\_\_, 2021

**NOTICE OF LEASE**

Public notice is hereby given that Unified School District No. 212, a school district existing under the laws of the State of Kansas (the "Lessor"), has leased to First National Bank and Trust, Phillipsburg, Kansas (the "Lessee"), the property located in Norton County, Kansas, described in attached Exhibit A (the "Project") by Base Lease dated July 1, 2021 (the Lease).

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

Executed by the parties hereto on this \_\_\_\_ day of July, 2021.

**LESSOR:**

**UNIFIED SCHOOL DISTRICT NO. 212**

By: \_\_\_\_\_

Name: **Hilary Van Patten**

Title: Board President

ATTEST:

\_\_\_\_\_  
Name: Kenneth A. Tharman  
Title: Superintendent & Acting Board Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

**BE IT REMEMBERED**, that on this \_\_\_\_ day of July, 2021, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Hilary Van Patten, Board President of **UNIFIED SCHOOL DISTRICT NO. 212**, a body politic and corporate

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

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

\_\_\_\_\_  
Notary Public

**LESSEE:**

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

By: \_\_\_\_\_  
Name: Greg Saville  
Title: CEO

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

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

**The West Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lots Four (4), Five (5), Six (6), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The East Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**The West Half of Lot Three (3), Block "F", Leonard's Addition to the Town of Alma, Norton County, Kansas.**

**A tract of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Eight (8), Township Two (2) South, Range Twenty-one (21), West of the 6<sup>th</sup> P.M., Norton County, Kansas; commencing Eighty (80) feet West of the Southwest Corner of Block Four (4), Original Town of Alma, Kansas, thence West One Hundred Sixty feet (W.160'), thence North Three Hundred feet (N.300'), thence East One Hundred Sixty feet (E.160'), thence South Three Hundred feet (S.300') to the place of beginning.**

**NOTICE OF LEASE**

Public notice is hereby given that Unified School District No. 212, a school district existing under the laws of the State of Kansas (the "Lessor"), has leased to First National Bank and Trust, Phillipsburg, Kansas (the "Lessee"), the property located in Phillips County, Kansas, described in attached Exhibit A (the "Project") by Base Lease dated July 1, 2021 (the Lease).

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

Executed by the parties hereto on this \_\_\_\_ day of July, 2021.

**LESSOR:**

**UNIFIED SCHOOL DISTRICT NO. 212**

By: \_\_\_\_\_  
Name: **Kenneth A. Tharman**  
Title: Superintendent

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Board Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

**BE IT REMEMBERED**, that on this \_\_\_\_ day of July, 2021, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Kenneth A.

Tharman, Superintendent of **UNIFIED SCHOOL DISTRICT NO. 212**, a body politic and corporate duly authorized incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such administrator, and who is personally known to me to be the same person who executed, as such administrator, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

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

\_\_\_\_\_  
Notary Public

**LESSEE:**

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

By: \_\_\_\_\_  
Name: Greg Saville  
Title: CEO

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

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

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

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

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

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

Northern Valley  
USD 212  
Activity Handbook



Students & Parents

Approved by the USD 212 Board of Education on

July 12, 2021

## Contents

I. Introduction .....	4
A. To the Parents .....	4
B. To the Students .....	4
II. Activity / Athletic Department .....	5
A. Philosophy .....	5
B. Goal and Objectives .....	5
III. Governances .....	6
A. Board of Education .....	6
B. Western Kansas Liberty League .....	6
C. Kansas State High School Athletic Association .....	6
IV. Eligibility Requirements .....	6
A. Enrollment.....	6
B. Age.....	6
C. Physical Exams .....	6
D. Insurance .....	7
E. Acknowledgement of Activities Policies .....	8
F. Number of Seasons .....	8
G. Scholastic Eligibility .....	8
H. Residence and Attendance.....	8
I. Student in Good Standing .....	8
J. Awards .....	8
K. Outside Competition .....	9
L. Seasons of Activities .....	9
M. Risk of Participation .....	9
N. Care of Equipment .....	9
V. Northern Valley School District Code of Conduct .....	10
A. Interscholastic Activity Code of Conduct and Contract .....	10
B. Interscholastic Activity Rules .....	10
C. Activities .....	10
D. Enforcement of the Code of Conduct .....	11
E. Guidelines for Administration of the Code of Conduct .....	11
F. Procedures .....	11
G. Penalties for Violating the Chemical Free Rules .....	12
H. Violations .....	12
VI. Provisions of Participation .....	13
A. Authorized Transportation .....	13
B. Responsibility for Equipment / Uniforms .....	13
C. Appearance .....	14
D. Language and Gestures.....	14
E. Sportsmanship .....	14
F. Season Defined .....	14
G. Acknowledgement of Risk .....	14
H. Rules for Teams and Clubs .....	14
VII. Basic Activity Policies .....	14
A. Dual Participation .....	14

B. Vacations .....	15
C. Injuries .....	15
D. Locker Room .....	15
E. Parental Expectations .....	15
F. Consequences .....	15
VIII. Lettering Policy .....	15
A. Varsity requirements .....	15
B. Lettering (All Activities) .....	16
C. Awards (All Activities) .....	17
Parental Permission to Participate and Student Activity Contract ....	18
Consent and Warning to Athlete and Parent/Guardian .....	18
KSHSAA Recommended Concussion & Head Injury Information .....	19
Return to Practice and Competition .....	20
Removed Spectator Policy .....	20
Parental Permission and Student Contract .....	23
Emergency Treatment Form .....	24

**Note:**

**Students will not be charged for admission to attend activities at Northern Valley.**

**Commented [HVP1]:** I don't know where this should go, but it seems there should be a better place for it...

# Activities Handbook for Students and Parents

## I. Introduction

It is the role of the Activity Department of Northern Valley 6 - 12 to make rules that govern the spirit of competition for the school. These rules need broad community support that is achieved through communication with the student and the parent. It is our hope to accomplish this objective with this Activity Handbook for Students and Parents.

### A. To the Parents

This material is presented to you because your son/daughter has indicated a desire to participate in interscholastic activities and you have expressed your willingness to permit him/her to participate. Your family interest in our activity program is gratifying. We believe participation in interscholastic activities provides a wealth of opportunities and experiences for each of our students to grow and develop. We are concerned with the educational development of our students through activities and believe a properly controlled, well-organized activities program must meet the students' needs. It is our responsibility to maintain a program that is sound in purpose and will promote each student's personal growth. When your son/daughter chose to participate in our activity program, he/she committed our staff to certain responsibilities and obligations that are:

- (1) to provide adequate equipment and facilities;
- (2) to provide training in the fundamental skills of the activity;
- (3) to provide trained personnel to supervise the activity; and
- (4) to provide contests controlled by qualified officials.

As parents of students who have chosen to participate in the extracurricular activities of Northern Valley 6 - 12, you have also committed yourselves to certain responsibilities and obligations. Among those duties are:

- (1) to support your son/daughter;
- (2) to support the program and the coaching staff;
- (3) to support the training and behavior rules set forth in this handbook; and
- (4) to support the rules of Good Sportsmanship.

Remember, a student who elects to participate in activities is voluntarily choosing self-discipline and self-sacrifice. These are the reasons we stress good training habits and citizenship. Failure to comply with the rules of training and conduct means exclusion from the activity. The concepts of self-discipline and self-sacrifice are tempered by our responsibility to recognize the rights of the individual within the objectives of the activity. There is no place in Northern Valley 6 - 12 activities for students who will not discipline their minds and bodies to rigorous competition on the playing field, in a fine arts performance, and in the classroom. We are striving for excellence, and we must not compromise with mediocrity.

### B. To the Students

Becoming a member of a Northern Valley 6-12 team is the fulfillment of many students' dreams. The attainment of this goal carries with it traditions and responsibilities. These traditions were not built overnight; it takes the hard work of many people over a long period of time. As a member of the **"Huskies,"** you have inherited a great tradition, and we challenge you to uphold the tradition.

Our tradition is to play with **HONOR**. We desire to win, but only with Honor to our student body, our school, and our community. Such a tradition is worthy of the best efforts from all concerned. During the past, our teams have achieved their share of league and tournament championships and many individuals have set records and won individual honors. It will not be easy to contribute to this tradition. When you wear the green and white colors of Northern Valley, we want you to understand our traditions and be willing to assume the responsibilities that go with these traditions. The contributions you make should be an accomplishment that is satisfying to you and your family.

**Commented [HVP2]:** Do we need to add 6-12 each time we write Northern Valley? I wonder whether this was a "replace all" from NVHS that led to a less easy-to-read format.

**Responsibilities to yourself.** The most important responsibility is to broaden yourself and develop strength and character. You owe it to yourself to develop the greatest possible good from your 6 - 12 experiences. Your academic studies and your participation in extracurricular activities will prepare you for your life as an adult.

**Responsibilities of your school.** Northern Valley 6 -12 cannot maintain its position as an outstanding school unless you do your best in whatever activity you participate. When you participate to the maximum of your ability, you are contributing to the reputation of Northern Valley 6 - 12. You are providing leadership to the school and community when you participate in any activity. So make the school and community proud of you and your efforts.

**You are a role model!** Whether you want to be or not, you have become a role model...be a positive one, and set a good example for others to follow.

## II. Activity/Athletic Department

### A. Philosophy

The Northern Valley 6 - 12 Activity Program provides a variety of experiences to aid in the development of favorable habits, attitudes, and skills that will prepare students for adult life. The interscholastic program shall be conducted in accordance with existing USD #212 Board of Education policies, rules and regulations. While the Board of Education takes great pride in winning, it does not condone "winning at any price." It discourages any and all pressures, which are reflective of poor sportsmanship or bullying behaviors. At all times, the interscholastic program must be conducted in such a way as to justify the program as an educational activity.

### B. Goal and Objectives

**Goal-**The student shall become an effective citizen.

**Objectives-**The student shall learn:

- (1) To work with others** - In society, a person must develop self-discipline, respect for authority, and the spirit of hard work and sacrifice. The team and its objectives must be placed higher than personal desires.
- (2) To be successful** - Our society is very competitive. We do not always win, but we become successful by continuously striving to win. You can learn to accept defeat only by striving to win with earnest dedication. Develop a desire to excel.
- (3). To develop sportsmanship** - To accept any triumph or defeat like a true sportsman, knowing we have done our best, we must learn to treat others as we would have others treat us. We need to develop desirable social traits, including emotional control, honesty, cooperation and dependability. If we win, but show poor sportsmanship, we lose. If we lose, but show good sportsmanship, we win.
- (4) To improve** - Improvement is essential to good citizenship. As a participant, you must establish a goal and you must constantly try to reach that goal. Try to better yourself in the skills involved, whether on the playing field or in the classroom.
- (5) To enjoy participating in the activity**- For the student to maximize their enjoyment from participating in the activity, it is necessary for the student to acknowledge all of the personal

rewards to be derived from the activity, and to give sufficiently of themselves in order to preserve and improve themselves and the program.

**(6) To develop desirable personal health habits** - To be an active, contributing citizen, it is important to obtain a high degree of physical fitness through exercise and good health habits, and to develop the desire to maintain this level of physical fitness after formal competition has been completed.

### III. Governances

#### A. Board of Education

The Board of Education is the ruling authority for the Northern Valley Public Schools. The Board of Education is responsible for the following:

- (1) Interpreting the needs of the community
- (2) Developing policies in accordance with State statutes and mandates and in compliance with the educational needs and wishes of the people of USD #212
- (3) Approving means by which the professional staff may make these policies effective
- (4) Evaluating the interscholastic activity program in terms of its educational value to the community

#### B. Western Kansas Liberty League

Northern Valley 6 - 12 is a voluntary member of the Western Kansas Liberty League. The league was established for the primary purpose of promoting selected interscholastic activities among the member schools and assures such advantages as may be gained by a union of effort. The league encourages member schools to improve their co-curricular programs. League membership facilitates the arranging of schedules, equalizing competition, conducting league meets, and determining league championships. The league provides Northern Valley 6 - 12 the opportunity for competition in an effort to limit travel time, and with schools of similar size and athletic philosophy. Membership implies abiding by league schedules, rules, and regulations.

#### C. Kansas State High School Activities Association (KSHSAA)

All schools are voluntary members of KSHSAA. As a member school, Northern Valley 6 - 12 agrees to abide by and enforce all the rules and regulations established by the Association. The primary role of KSHSAA is to maintain rules and regulations that ensure equity in competition for the student participants and a balance with other educational programs. KSHSAA solicits input and is responsive to requests for rule modification from member schools, appointed committees, and coaches' associations. KSHSAA attempts to enforce such rules that assure the greatest good for its members and competition is conducted in an appropriate manner.

**Commented [HVP3]:** These items were moved to the next section

### IV. Eligibility Requirements

**To be eligible to participate in interscholastic activities, the student must meet the following criteria:**

**A. Enrollment** - a student must be enrolled in five or more subjects.

**B. Age** - any student who is nineteen prior to September 1<sup>st</sup> is ineligible, but can appeal.

**C. Physical Exams\*** -

- (1) A physical examination must be completed by a board-certified physician or mid-level practitioner each year.
- (2) The purpose of the physical is to certify that the student is physically fit to participate in athletics, activities, dance, and/or cheerleading.
- (3) If the physician or practitioner determines that the student is physically fit to participate, the student must request a signed statement certifying this assessment. A parent or guardian must also sign this form, indicating that they are providing permission for their student to participate.
- (4) A copy of the signed statement for the relevant school year must be provided to the school prior to participation in any activity. This form will be kept on file in the Activity Director's office.

#### **D. Insurance**

- (1) The student and parents must sign an Insurance Verification form before the student begins active participation in the activity or sport.
- (2) The school district carries catastrophic insurance coverage through KSHSAA.
  - a. This insurance covers school-time activities with a \$10,000 (ten thousand dollar) deductible.
  - b. Coverage is limited to catastrophic accidents.
  - c. ***The school insurance will not cover expenses for injuries that occur as a result of horseplay or fighting.***
- (3) Parents/guardians are required to have health insurance coverage on their student. They may choose to purchase activity-specific insurance, or they may opt for their student's existing health insurance to cover any potential accidents or injuries.
- (4) Accidents and injuries must be reported in a timely manner. Should an accident or injury occur during the course of sports participation, insurance claims shall be processed as follows:
  - a. **All expenses incurred must first be submitted to the parent/guardian's insurance company for payment.**
  - b. **Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (United Healthcare).**
  - c. ***Expenses not covered by either will become the final responsibility of the parent/guardian.***
- (5) **Medical Release Form**
  - a. This form must be completed and signed prior to student participation in any activity.
  - b. The student will provide the school with a medical release form, signed by the parents with the insurance company, policy number, family doctor, and a contact telephone number. The medical release will allow the school administration and/or coaches/sponsors to obtain medical treatment if the parents are not available. This form is a requirement to participate in an interscholastic activity. The form will be filed in the Activity Director's office and a copy will be carried by the coach and/or sponsor to each interscholastic contest.

Commented [HVP4]: What is this called?

**E. Acknowledgement of Activities Policies** - Upon entering the 6 - 12 or at the time the student tries out for an activity, he/she will be presented with this HANDBOOK containing all the necessary forms and information for participating in the activity.

- (1) Each parent or guardian shall read all of the enclosed material and sign the Interscholastic Activity Program Parent Permission and Student Contract form to certify that they understand the eligibility rules and policies of the school district.
- (2) The student shall also read the handbook and sign the Student Contract portion of the form.
- (3) This signed document will be filed in the Activity Director's office.

**F. Number of Seasons** - a student shall not have more than four seasons of possible eligibility in grades nine through twelve

**G. Scholastic Eligibility (Set by KSHSAA and USD 212)**

- (1) Each student must have passed at least five (5) new subjects of unit weight the previous semester or the last semester of attendance
  - a. Summer school does not count
  - b. Classes previously passed do not count
- (2) Students must maintain eligibility by failing and/or having an incomplete in no more than one class.

**H. Residence and Attendance**

- (1) A student who attends one class after enrolling is considered in attendance.
- (2) Should the student transfer to another district, then application for participation must be made to KSHSAA.
- (3) Upon entering 6 - 12 for the first time, the student is eligible.
- (4) If a student's parent(s) or legal guardian(s) make a bona fide move to a new residence in the vicinity of the new school to which the student transfers, the student is immediately eligible.

**I. Student in Good Standing**

- (1) In order to participate, the student must be a bona fide undergraduate of Northern Valley Schools and one who is eligible or has the possibility of eligibility.
- (2) A student who has poor attendance, is under penalty of suspension, or whose character brings discredit to the school or to the student, as determined by the principal, is not in good standing and is ineligible for a period of time as specified by the principal.
- (3) They eligibility of any student(s) involved in ongoing legal action in which they are accused of a crime will be reviewed on a case-by-case basis by the administration and coaches involved.
- (3) **Chemical-Free Rules:** A student who uses any form of tobacco, illegal drugs, alcoholic beverages, etc., is **not** in good standing.
- (4) A student who uses anabolic steroids shall be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is free of that drug.
- (5) A student shall not be permitted to make up work after the close of the semester for the purpose of becoming eligible. An "incomplete" shall count as a failure. However, should a student have an excused absence for day(s) missed, completing such work per school policy would not be considered as "make up" per semester. Summer School is not to be used for making up credit deficiencies for the purpose of becoming eligible.
- (6) If the student competes under an assumed name, he or she shall be ineligible in all activities.
- (7) The duration of ineligibility and any additional consequences for the behaviors resulting in ineligibility will be determined by the Northern Valley Administration.

**J. Awards\*** - may be provided, but are limited to traditional letters, medals, ribbons, or certificates to the student for outstanding achievement. No student shall accept an award from

outside agencies as it relates to interscholastic activities. No cash or merchandise may be given, nor can a student participate on a team in which the award is cash or merchandise. The outside agency can give medals, ribbons, or certificates similar to those awarded by KSHSAA.

**K. Outside Competition\*** - a student who is a member of a school athletic, scholars' bowl, or debate squad effective Tuesday following Labor Day through Friday preceding Memorial Day may not participate as a member of an outside team or as an independent competitor in the same sport, scholars' bowl or debate activity. No more than three (3) members can participate on the same team during the off-season.

**L. Seasons of Activities\*** - during the school year, a coach/sponsor/coach's aide may only be involved with his/her participants in an activity **during the season**. Prior to or after season, a coach/sponsor/coach's aide **may not**:

- a. Organize or conduct practices or competitions for his/her participants. However, a coach/sponsor may be involved in one organizational meeting for a non-school league to assure no more than three of his/her athletes in basketball, six in 11-Man football, five in 8-Man football, four in volleyball, six in soccer, five in baseball, or five in softball are on the same outside team
- b. Practice or compete with or against his/her athletes
- c. Attend clinics or camps with his/her athletes

Following the season of sport, seniors may receive instruction from their school coach, in the same sport.

### **M. Risk of Participation**

All students and parents must realize the risk of serious injury that may be the result of athletic play. Northern Valley Schools will use the following safeguards to make every effort to minimize the risk of injury:

- (1) Prior to the start of the school year, parents and participants should be fully informed of the athletic policies in order to advise, caution, and warn parents/students of the potential for possible injury.
- (2) Coaching staff is knowledgeable in the most up-to-date techniques and skills to be taught in their assigned sport.
- (3) Students shall receive annual instruction about the dangers of participation in the particular sport, and in their responsibility to follow safety procedures.

### **N. Care of Equipment**

The student is responsible for the proper care and security of equipment issued. The equipment is to be worn only for contests and/or practice. All equipment not returned in good condition at the end of the season will be subject to financial penalty.

**\* Applies only to KSHSAA sponsored activities**

## V. Northern Valley School District Activity Code of Conduct

The Northern Valley School Activity Department believes that athletics and other interscholastic activities are integral parts of the school's educational program, since they provide experiences that will help young people to grow physically, mentally, and emotionally. Emphasis is placed on educating students through athletics/activities as well as teaching athletic/activity skills.

Participation in activities is not only beneficial in terms of better health, physical fitness, and improved motor skills, but also is important in other intangible areas as well. The desire to succeed and to excel should be instilled in students as well as helping to develop better self-discipline and emotional maturity. Respect for authority, respect for the rights of others and developing high ideals of fairness in people-to-people relationships are desirable learning outcomes to be achieved through activity conduct.

Winning, involving the spirit of competition, is an immediate objective of all activity contests, but is not an end in itself. The desire to win can and should be used to stimulate the achievement of ultimate objectives (**Sportsmanship and Fair Play**).

Here at NVHS and NVMS, our main objective is to instill in our student participants the concept that success is brought about by hard work, commitment, sacrifice, preparedness, and doing the best that one can in any situation. We sincerely hope that these traits are carried over to not only classroom work, but also in later endeavors.

### A. Interscholastic Activity Code of Conduct and Contract

The athletic/activity program is an integral and important part of the school's total educational program. Participation in the Interscholastic Activity Program is a privilege extended to NVHS and NVMS students. This is why we, as a school district, are looking for participants who are willing to make a commitment to the activity program.

We encourage role modeling by our participants in order to set positive examples for the younger students to follow. This is best accomplished by the strict adherence to all elements of the activity code of conduct, including avoidance of drugs and alcohol and displaying proper conduct and respect at all times.

In preparation for signing the activity contract, it is necessary to adhere to the responsibility of abstaining from drugs, tobacco and alcohol. Signing the activity contract indicates that you are agreeing to remain free of drugs, tobacco, and alcohol. This is a commitment you are making to yourself, your team, and your school.

Northern Valley Schools and its activity department wish all participants the best of luck during their athletic/activity career. We hope that it is an enjoyable and rewarding experience for you. We are proud to have you represent us in our Interscholastic Activity Program.

### B. Interscholastic Activity Rules

This section describes the rules that participants must follow and parents should understand. Please keep this document for reference, and if there is a question about any rule, contact the Athletic Director for clarification.

### C. Activities

The extra-curricular activities governed by this code of conduct are for students who represent NVHS and NVMS in competitions or performances in grades 6-12. Some of these activities could be considered co-curricular as well as extra-curricular but all activities are defined as extra-curricular for the purpose of this code of conduct. *Examples of activities covered by this code of conduct include, but are not limited to the following:*

**KSHSAA Sanctioned Activities: Cross Country, Football, Volleyball, Basketball, Golf, Track and Field, Dance and Drill, Cheerleading, Forensics, Vocal, Band, Student Council, KAY, and Scholars Bowl**

#### **D. Enforcement of the Code of Conduct**

The rules contained within the code of conduct apply to students in grades 6 -12. The rules contained in this code of conduct are in effect for the entire time a student is participating in an activity within the current school year. *During the time a student is participating in an extra-curricular activity, the code of conduct is in effect 24 hours a day, 7 days a week. The rules within the code of conduct are enforceable at all school and non-school activities and events.* The first meeting or practice in the current school year defines the beginning of the enforcement period for each activity. The last meeting, practice, formal activity, or competition defines the end of the enforcement period for each activity. A competition is generally defined as any formally scheduled game, match or meet between other teams or schools. Events include all formal performances or exhibitions by an extra-curricular or co-curricular group that occur outside the regular school day.

*In the case of yearlong activities,* the enforcement period is divided into two semester activity periods. Disciplinary consequences will carry over to the next semester when the consequence(s) cannot be served within the current semester (disciplinary consequences may include suspension of the student from a competition or event).

#### **E. Guidelines for Administration of the Code of Conduct**

##### ***Due Process***

A student will be given the opportunity to respond to allegations that he/she has violated a rule contained in the code of conduct. When a school administrator has reasonable belief a student may have violated a condition of the Code of Conduct, the administrator or designee is responsible for investigating the allegations.

##### ***Documentation***

School administrators are required to provide written notification to the student and parents/guardian when it has been determined that the student has violated a rule within this code of conduct. The notification will identify the rule that has been violated and the consequence given as a result of the violation. Copies of the notification will be provided to the director or coach of the student

#### **F. PROCEDURES**

1. When an incident is brought to the attention of an administrator by law enforcement, faculty, or staff, facts will be gathered and a determination of whether a violation has occurred will be made, and assessment of penalty, if appropriate, will be given.
2. The student and parent/guardian will be notified of the decision in person, if possible, or by telephone, with written confirmation to follow. The written confirmation will notify the student and his/her parent/guardian of the appeal procedure and will include a written statement of the violation.
3. The student or his/her parents may appeal the decision to a Review Board by submitting a written request to the Principal within five calendar days of the initial telephone or written notification. The Review Board will consist of an administrator (other than the person who initiated disciplinary action), the appropriate coach(es)/advisor(s) and the student success coordinator. The administrator presenting the evidence and the student will attend. The student's parent/guardian will be invited to attend. The student and his/her parent/guardian will be notified of the date, time, and place for the Review Board meeting in person or by telephone, if possible, with confirmation in writing.

An appeal to the Review Board, made within the five-day limit, will temporarily stay the penalty until after the Review Board decision. School personnel, the student, and parents will cooperate so that the Review

Board meeting can be held as quickly as possible and the matter can be resolved. If the Review Board affirms that a violation has occurred, the penalty will be implemented by the building administrator on the day the Review Board decision is announced.

A final appeal may be made to the Board of Education. The appeal must be submitted to the Superintendent in writing within five calendar days of verbal notification of the student's violation. There will be no stay of the penalty pending this appeal. The Board of Education may only remove the violation from the student's record and discontinue a penalty.

NOTE: The Board of Education will only review the procedures of the case including the Review Board appeal. It may or may not decide to hear an appeal before the Board based on its review of the case.

**ANY VIOLATION OF THE CHEMICAL FREE RULES WILL AUTOMATICALLY RESULT IN THE LOSS OF YOUR RIGHTS TO CAPTAINCY AND ALL POST SEASON AWARDS. IF YOU MEET THE REQUIREMENTS FOR YOUR LETTER, YOU WILL RECEIVE IT.**

### **G. Penalties for Violating the Chemical Free Rules**

Penalties for violations outlined in the code of conduct for student activity participants are listed below. Generally, it will be the first practice of the school year or the beginning of the school year whichever is the earliest until the end of the school year or last competition whichever the latest is.

#### ***First Violation***

For activities, which have a schedule of public playing dates, or activities, a first violation of the Chemical Involvement Code will result in removal from participation from all activities for one week or the next competition or performance, whichever is the greater penalty.

After a first violation and before the student is permitted to resume participation in activities, a conference will be held with the student and school representative(s). The purpose of this conference will include a review of school policy and expectations.

The student and parent(s) will be advised of the penalty for a second violation.

#### ***Second Violation***

A second violation of the Chemical Free Rules will result in removal from participation in all activities for two school calendar months. The student will be allowed to practice during the removal period. Conferencing, as described above, is required before a student may resume participation.

#### ***Third Violation***

If there is a third or subsequent violation of the Chemical Free Rules, it will result in removal from participation in all activities for 18 weeks.

The student will be allowed to practice during the removal period.

### **H. VIOLATIONS**

**Violations of the Chemical Involvement Code will be cumulative throughout the student's high school career.** Upon entering high school, violations will not be transferred to the high school. (A high school student will start at the high school level with zero violations.) Violations will be cumulative through the student's high school career (starting in ninth grade). After a period of eighteen consecutive months, a student may petition the administration to clear his/her record of a violation if no subsequent violations on this policy have occurred during that period.

## VI. Provisions of Participation:

You are aware that you are bound by all provisions in the NVHS and NVMS Student/Parent Handbook and Code of Conduct.

You must fulfill the eligibility requirements set by the school district and KSHSAA if applicable.

You will be present at all team meetings, practices, scrimmages, and games unless you are ill or have been excused, in advance, by your coach/sponsor.

In order to practice or play in a game on any school day, you must be in school by the last three hours of the school day (12:30 PM) and have a valid excuse; example (doctor's appointment).

Participants who are absent the day before a game scheduled for a non-school day shall not be eligible to participate in that activity unless the absence was due to illness or other extenuating circumstances. In such cases, approval to play must come from the Athletic Director or Superintendent. It is the responsibility of the student sponsor, or coach to secure the approval (a note or a call from the parent(s)/guardian(s)).

You will strive to do the best you can as a student in school and as a participant in the athletic/activity program. You will be aware of and obey any special individual team rules set by the coach/sponsor.

### A. Authorized Transportation:

Team members will obey all rules set forth by the school, Athletic Director, coaches, sponsors, and bus drivers, involving away trips.

Team members (including managers, statisticians, and helpers) **are encouraged to ride** the bus provided for them, to and from activities.

Parent(s)/Guardian(s) may transport their own children from an athletic/activity event. Parent(s)/Guardian(s) are only required to sign out their child before leaving the event. A student may be allowed to ride from an event with another team member's parent/guardian or other non-student adult, once the first student's parent/guardian have signed a Transportation Waiver Form granting such permission. (Once parental permission is obtained the Athletic Director and/or Superintendent must approve the Transportation Waiver Form prior to the event).

Any team member, who does not return on the bus with the team without a reasonable excuse, parent/guardian signature, transportation waiver, or Administration approval may be suspended or removed from the team for the remainder of the season. This rule does not apply to the team members who have valid permission.

### B. Responsibility for Equipment/Uniforms:

Equipment/Uniforms issued to each participant must be properly cared for and not abused. It is the responsibility of the participant to keep track of and store the gear in a secure location. All gear issued must be turned in after the last scheduled activity or within the first school week following the last scheduled contest.

All lost equipment/uniforms and equipment/uniforms returned in an unsatisfactory condition must be paid for by the participant. The participant **will not be permitted** to participate in further sports activities **until the above obligations are met.**

The participant also forfeits all awards in that sport for the season **until the above obligations are fulfilled.**

**C. Appearance:**

Participants who represent Northern Valley Schools should be neat and dress in good taste.

**D. Language/Gestures:**

Profanity and inappropriate gestures are not permitted at any time. The coach/sponsor will take whatever action is deemed appropriate.

**E. Sportsmanship:**

All participants and team members will conduct themselves in a mature and sportsmanlike manner at all times, **on and off** the field, as representatives of the team, athletic/activity program, and school.

**F. Season Defined:**

Parent(s)/Guardian(s) and the student will sign **one contract** that will cover the entire athletic/activity year. This will begin with the **first day** of practice for the Fall Season and end with the last day of school in May. **(A participant's contract will begin with the first activity he/she participates in.)**

**G. Acknowledgement of Risk:**

You and your parents/guardians recognize that participation in interscholastic activities involves a risk of injury. In the event of an accident or injury, coaches/sponsors and other school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment that they consider necessary.

**H. Rules for Teams and Clubs:**

Coaches/sponsors may establish rules and regulations with the approval of the Athletic Director and/or the Principal. These rules pertaining to a particular activity will be given in writing by the coach/sponsor to all participants and explained fully at the start of the season. Penalties for violation of team rules will also be in writing and shall be administered by the coach/sponsor. **Copies of all additional team rules are on file in the Activities Director's office.**

## VII. Basic Activity Policies

### A. Dual Participation

1. The following points are recommended as policy for students who wish to participate in more than one activity in the same season: Parents must make a written request to the 6 - 12 principal. The student must make a primary commitment to one sport; that is, in case of schedule conflicts, the student will participate without exception in the sport where the primary commitment is placed. Coaches of both sports in which the student shows interest must agree, in writing, to the dual participation of the student.
2. A student may participate in as many activities as they like as long as there is no conflict between the sport or activity according to the coach or sponsor.
3. Quitting a sport/activity should be discouraged, but if it is necessary the following procedure is to be used:
  - (1) consult with the head coach or sponsor of the activity
  - (2) report your situation to the Activities Director
  - (3) check in all equipment issued to you
4. Transferring from one sport to another during the season is discouraged but if the coaches/sponsors agree to the transfer, it will be approved.

5. Equipment checked out by the student is the responsibility of the student. Lost and/or damaged equipment will be assessed at the replacement value.
6. Attendance at practice is a must. If the student is going to be late or miss practice, he/she must contact the coach/sponsor of the activity. The coach/sponsor will assess the penalty for late arrival or missed practices.
7. Squad members are expected to ride to activities in the bus, or whatever means of transportation is provided. A squad member must secure the approval of the coach before going or returning by another method of transportation and THEN ONLY WITH PARENTS.

## **B. Vacations**

Vacations by students during the season are discouraged. In the event of an absence due to a family vacation during the time school is in session, the student must contact the coach/sponsor. The following will occur:

- (1) Be willing to assume the consequences related to their status on the squad.
- (2) School vacations (Labor Day, Thanksgiving, Christmas or Easter) do not apply. No one will be penalized for going on a family vacation during these scheduled breaks.

**NOTE:** If the student is not on vacation (out of town) and is at home, he/she will be expected to be at practice. Missing practices because of school activities is not penalized.

## **C. Injuries**

Report all injuries to the coach or sponsor. If the injury requires medical attention by a doctor or hospital, it will be necessary to have an injury report form completed. Once a physician treats a student, **the student must obtain the physician's permission to return to the activity.**

## **D. Locker Room**

Rules in the Locker Room are:

- (1) no rough housing, throwing towels, or other objects
- (2) no hazing of other students
- (3) no glass containers are permitted
- (4) all spiked/cleated shoes must be put on and removed outside
- (5) or any other inappropriate behavior

## **E. Parental Expectations**

As parents of Northern Valley 6 - 12 students, we promote and expect exemplary sportsmanship from students, athletes, parents, coaches, staff, and all spectators.

## **F. Consequences**

Violation of sportsmanship rules may include the following consequences: verbal warning, ejection, one or more game suspension, or a season long suspension.

# **VIII. Lettering Policy**

## **A. Varsity Requirements**

A varsity award shall be presented to the member of the team, who satisfies the requirements (minimum), complete all team/squad obligations, completes the season of activity as a member in good standing and receives the recommendation of the coach or sponsor. The coach/sponsor will have rules and regulations that are in addition to these minimum requirements. (In unusual circumstances, the coach/sponsor may recommend a waiver of these requirements.)

1. **Football** - participate in fifty percent of the varsity quarters or play a specialist position (punter, kicker, etc...) in fifty percent of the varsity games.
2. **Volleyball** - participate in fifty percent of the varsity matches.
3. **Cross Country** - at the end of the season the top seven times run in varsity meets, medals at any Varsity meet (top 15 runners), qualifies for the state meet as an individual or team member.
4. **Basketball** - participate in fifty percent of the quarters of the regular season varsity games.
5. **Track** - (Girls/Boys) - (1) earn one point at any track meet.
6. **Golf** - (Coed) - participate on the varsity team on fifty percent of the matches or medal in a varsity meet or qualify for a state meet.
7. **Cheerleaders** - must be a member throughout the fall and winter season, must meet all practice and performance requirements (no more than two practices may be missed), must not be benched more than once, must return all school property in good condition, and meet ninety percent of the contest and practice requirements.
8. **Scholar's Bowl** - participate in fifty percent of the varsity meets.
9. **Forensics** - must accumulate a minimum of 10 points based upon the following criteria:
  - (a) 1 point per event for each tournament
  - (b) 2 points per event at the regional/ state contest
  - (c) 1 point for medaling.
10. **Band/Vocal** - must be a member for one full year, participate in all scheduled events, receive a 'B' average or better for the year, participate in either the league or regional solo and ensemble festival, district band auditions or an approved comparable event, prepare for all performances, follow the rules established for proper conduct, be a credit to the school, the band, and themselves.
11. **Dance Team** - must meet practice and performance requirements and follow the rules established for proper conduct.
12. **Student Council** - As per Student Council Constitution
13. **KAY** - As per KAY Constitution
14. **Academics** - Students may letter academically by making a 3.3 GPA or above for the last semester of the previous year and the first semester periods of each school year and having no grade below a B (no C, D, or F grades). Classes which will not be included in the GPA for Academic lettering are Band, Vocal, PE (Except for Freshmen PE/Health), and Teacher Aide. Freshmen letters will be used on the first semester of the school year.
15. **Manager** - Based upon recommendation of coach/sponsor and Athletic/Activity Director

## **B. Lettering (All Activities)**

1. An individual who moves to the varsity level of competition will letter provided the student has met the requirements.
2. A coach/sponsor will have the opportunity to letter a senior who has not met the seasonal requirements for lettering, if the Senior has been a participant in good standing for all four years.

3. The student who is a varsity member who is participating regularly and was injured may be awarded a letter if in the coach's / sponsor's judgment the student would have met the lettering requirements.
4. The student must complete the season; therefore, should a student leave the team or is dismissed from the team, the student will not letter in the activity.
5. The student completes the season in good standing with the school and the coach/sponsor recommends a waiver of the requirements.

### **C. Awards (All Activities)**

1. Certificate of award and letters: Chenille letter and a certificate will be given. (NOTE: Should the student receive a chenille letter in another activity, he/she will not receive a second chenille).
2. Second, Third and Fourth year awards, Certificate.

Senior Award: All seniors shall receive an embroidered letter of all activities participated in the past four years.

## **PARENTAL PERMISSION TO PARTICIPATE AND STUDENT ACTIVITY CONTRACT**

**To Parents and Guardians:** The following is an agreement to the Activity Code of Conduct, an Awareness of Risk and Insurance Procedures, and Permission to Participate agreement.

### **Insurance Awareness**

I recognize that an interscholastic activity involves risk of injury to the participant, which on occasion could be serious. The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian's insurance company for payment. Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (K & K Insurance). **Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting. In case of accident or injury, coaches/sponsors and other certified school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment they consider necessary.**

## **CONSENT AND WARNING TO ATHLETE AND PARENT/GUARDIAN**

Many forms of athletic competition result in strenuous physical exertion, physical contact among players, and the use of equipment that may result in accidents and numerous other exposures to risk of injury. Athletes will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice/competition. Athletes **must** refrain from improper uses and techniques. **PLAYERS MUST OBEY ALL SAFETY RULES, REPORT ALL PHYSICAL PROBLEMS TO THEIR COACHES/SPONSORS, FOLLOW A PROPER CONDITIONING PROGRAM, AND INSPECT THEIR OWN EQUIPMENT DAILY.**

Athletes and parents must assess the risks involved in athletic participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will totally eliminate all risk of injury. The obligation of parents and athletes in making this choice to participate cannot be overstated. There have been accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment as a result of athletic competition.

**WARNING:** Although participation in supervised interscholastic athletics and activities may be one of the least hazardous in which any student will engage in or out of school, **BY ITS NATURE, PARTICIPATION IN ATHLETICS INCLUDES A RISK OF INJURY. THESE INJURIES RANGE IN SEVERITY FROM MINOR TO LONG-TERM CATASTROPHIC.** Although serious injuries are not common in supervised school athletic programs, it is impossible to eliminate the risk.

I, the undersigned, for and in consideration of the privilege of my undersigned dependent being able to participate in sports and organized activities at and for Northern Valley Schools for the school year of 2019 - 2020, hereby covenant and agree to release and forever discharge Northern Valley Schools, its agents, servants, employees and volunteer coaches and assistant coaches, Northern Valley School Board and its members, from any and all claims, demands, losses, damages, costs, expenses, and attorney's fees for injury to or death to the undersigned dependent resulting from, growing out of, caused by, or arising in any manner out of playing or participating in sports and organized athletic activities at and for Northern Valley Schools.

## KSHSAA RECOMMENDED CONCUSSION & HEAD INJURY INFORMATION 2013-2014

**This form must be signed by all student athletes and parent/guardians before the student participates in any athletic or spirit practice or contest each school year.**

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

<b>Symptoms may include one or more of the following:</b>	
<ul style="list-style-type: none"> <li>• Headaches</li> <li>• “Pressure in head”</li> <li>• Nausea or vomiting</li> <li>• Neck pain</li> <li>• Balance problems or dizziness</li> <li>• Blurred, double, or fuzzy vision</li> <li>• Sensitivity to light or noise</li> <li>• Feeling sluggish or slowed down</li> <li>• Feeling foggy or groggy</li> <li>• Drowsiness</li> <li>• Change in sleep patterns</li> </ul>	<ul style="list-style-type: none"> <li>• Amnesia</li> <li>• “Don’t feel right”</li> <li>• Fatigue or low energy</li> <li>• Sadness</li> <li>• Nervousness or anxiety</li> <li>• Irritability</li> <li>• More emotional</li> <li>• Confusion</li> <li>• Concentration or memory problems (forgetting game plays)</li> <li>• Repeating the same question/comment</li> </ul>

<b>Signs observed by teammates, parents, and coaches include:</b>
<ul style="list-style-type: none"> <li>• Appears dazed</li> <li>• Vacant facial expression</li> <li>• Confused about assignment</li> <li>• Forgets plays</li> <li>• Is unsure of game, score, or opponent</li> <li>• Moves clumsily or displays incoordination</li> <li>• Answers questions slowly</li> <li>• Slurred speech</li> <li>• Shows behavior or personality changes</li> <li>• Can’t recall events prior to hit</li> <li>• Can’t recall events after hit</li> <li>• Seizures or convulsions</li> <li>• Any change in typical behavior or personality</li> <li>• Loses consciousness</li> </ul>

Adapted from the CDC and the 3<sup>rd</sup> International Conference in Sport

### **What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one (second impact syndrome). This can lead to prolonged recovery, or even to severe brain swelling with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. In addition, concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

### **If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without written medical clearance from a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). Close observation of the athlete should continue for several hours. You should also inform your child's coach if you think that your child may have a concussion Remember it is better to miss one game than miss the whole season. **When in doubt, the athlete sits out!**

### **Return to Practice and Competition**

The Kansas School Sports Head Injury Prevention Act provides that if an athlete suffers, or is suspected of having suffered, a concussion or head injury during a competition or practice, the athlete must be immediately removed from the competition or practice and cannot return to practice or competition until a Health Care Professional has evaluated the athlete and provided a written authorization to return to practice and competition. The KSHSAA recommends that an athlete not return to practice or competition the same day the athlete suffers or is suspected of suffering a concussion. The KSHSAA also recommends that an athlete's return to practice and competition should follow a graduated protocol under the supervision of the health care provider (MD or DO).

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/concussion/HeadsUp/youth.html>

For concussion information and educational resources collected by the KSHSAA, go to:

<http://www.kshsaa.org/Public/General/ConcussionGuidelines.cfm>

### **Removed Spectator Policy**

Sportsmanship, while important for the participants of a sporting activity, is also of the highest importance for the spectator as well. Accordingly, there should be no room for a spectator to repeatedly get removed from athletic contests by the officials or administration. The center of attention during an athletic event should be on the game and its participants, not a spectator that insists on making a scene because they disagree with an official's call or a coach's decision.

Accordingly, effective starting the 2019 – 20 school year, the following consequences will be issued for spectators (adult or student; including employees of Northern Valley USD 212) that are removed from athletic contests:

**First Offense-** The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **14** days (beginning with the date of removal). Should the season end before the 14 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Second Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **45** days (beginning with the date of removal). Should the season end before the 45 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Third and Subsequent Offenses- The removed spectator will be banned from attending ANY athletic contest in which Northern Valley HS or JH is a participant for a period of **one calendar year** (beginning with the date of removal).

Exceptions will **not** be made for special events (i.e. Senior Night).

Attempts to enter a contest from which the spectator is banned will be viewed as trespassing, and law enforcement will be called should the banned spectator refuse to leave the premises. The banned spectator will also be immediately subjected to the next punishment in the sequence (i.e. should a spectator that is banned for 14 days attempt to enter an athletic contest during that 14-day period, that spectator will now be banned for 45 days, starting from the date of the second infraction).





Northern Valley Schools  
 Interscholastic Activity Program  
 Parental Permission and Student Contract

**Parent/Guardian Consent and Contract**

I, \_\_\_\_\_, parent/guardian of \_\_\_\_\_, by signing this contract, recognize it is an honor and a privilege to represent the Northern Valley School District and its Interscholastic Activity Program. By accepting this honor, my son/daughter and I will accept the responsibilities that go with it. These responsibilities include abiding by the rules set forth by the District's Student/Parent Activity Handbook, the Code of Conduct agreement, individual coaching/sponsoring policies, the Western Kansas Liberty League, and the Kansas State 6 - 12 Activities Association (KSHSAA).

I have read the Activity Handbook, Parental Permission, Consent and Warning, Concussion Release Form and understand the requirements and its content. I have discussed the program and the importance of following rules with my son/daughter and we agree to abide by these rules. I grant permission for my son/daughter to participate in the Interscholastic Activity Program of the Northern Valley School District.

\_\_\_\_\_ Activity Year                      \_\_\_\_\_  
 Signature of Parent/Guardian

\_\_\_\_\_ Dated

**Student Agreement**

Since I wish to compete in an activity to the best of my ability, I recognize and accept my responsibilities as a Northern Valley participant.

I have read the Activity Handbook, Parental Permission, Consent and Warning, Concussion Release Form and understand the requirements and its content. I, hereby, agree to follow the handbook. I also understand the importance of following the rules.

\_\_\_\_\_ Activity Year                      \_\_\_\_\_  
 Student Signature

\_\_\_\_\_ Dated

**This form must be completed and returned to the office prior to student participation in any interscholastic activity.**



Northern Valley Schools  
Interscholastic Activity Program  
Emergency Treatment Form

I, \_\_\_\_\_, the parent or guardian of \_\_\_\_\_  
\_\_\_\_\_ recognize that as a result of activity participation, medical treatment on an emergency  
basis may be necessary and further recognize that school personnel may be unable to contact me for my  
consent for emergency medical care. I do hereby consent in advance to such emergency care, including  
hospital care, as may be deemed necessary under the then-existing circumstance.

Please make the following notations on my son/daughter's records:

Allergies to medications \_\_\_\_\_

Medications for long-term illness (indicate illness and medications)

\_\_\_\_\_  
\_\_\_\_\_

Relevant medical information (i.e., contact lens wearer, epilepsy, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Grade of Student \_\_\_\_\_

**Emergency Information & Medical Treatment Consent**

In emergency, contact \_\_\_\_\_

Phone \_\_\_\_\_

Or contact \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian

**This form must be completed and returned to the office prior to  
student participation in any interscholastic activity.**



**One - to - One  
CHROMEBOOK INITIATIVE**



**HANDBOOK  
2021-2022**



**USD 212 One - to - One CHROMEBOOK INITIATIVE  
HANDBOOK  
2020-2021**

**Procedures and Information for Students and Parents**

The purpose of the USD 212 Board of Education's 1-to-1 Chromebook initiative is to create a collaborative learning environment for all learners that is consistent with advances in technology and facilitates resource sharing, critical thinking, innovation, research, creativity, communication, collaboration, increased productivity and mobile learning. It is the expectation of the board that district staff and community members will all play a role in the development of these effective and high quality educational experiences.

In furtherance of this goal, USD 212 is supplying all high school students with a Chromebook personal computing device. The Chromebook will allow student access to educational applications, web-based tools and many other useful sites. The Chromebook is an educational tool not intended for gaming, social networking or high-end computing, and all users will be expected to follow the district's acceptable use policy as well as all other state and federal laws, board policies and administrative procedures.

This document provides students with information about the general use of technology, ownership of the Chromebooks, rights and responsibilities for possession of the device, care of the Chromebook, its educational use and good digital citizenship. Additionally, the last page is a Chromebook Agreement form that students must complete before the student will be issued a Chromebook.

**TABLE OF CONTENTS**

**Procedures and Information for Students and Parents ..... 1**

**Use and Ownership .....3**

    What is a Chromebook .....3

    Ownership of the Chromebook .....3

    Receiving the Chromebook.....3

    Probationary Chromebook Status .....3

    Returning the Chromebook .....3

    Care of the Chromebook.....4

    Damages, Repairs and Warranties.....5

**Educational Use.....6**

    Using the Chromebook at School .....6

    Using the Chromebook Outside of School.....6

    Rights and Responsibilities .....6

**Digital Citizenship: Acceptable and Ethical Use Policy .....8**

    Student Conduct ..... 8

**Frequently Asked Questions ..... 10**

**Student Chromebook Loan Agreement .....14**

**Click on the item you would like to view and it will take you directly to that section. Click on the section title to take you back to the Table of Contents.**

## **USE AND OWNERSHIP**

### **What is a Chromebook?**

A Chromebook is a personal computing device that runs Google Chrome as its operating system. Chromebooks are designed to be used while connected to the Internet and support applications like Google Docs that reside on the Web, rather than traditional PC applications like Microsoft Office and Photoshop that reside on the machine itself.

### **Ownership of the Chromebook**

Although students will be issued a Chromebook for the duration of each school year, USD 212 retains ownership of the Chromebook device.

### **Receiving the Chromebook**

Every student in grades 6-12 will be issued a Chromebook, power adaptor and protective case for educational use in school and at home. The Chromebooks and peripherals will be distributed within the first two weeks of each school year.

All parents/guardians are required to read and sign the USD 212 Chromebook Loan Agreement before a Chromebook will be issued to their student.

All students are required to read and sign the USD 212 Chromebook Loan Agreement before a Chromebook will be issued.

### **Probationary Chromebook Status**

To protect the assets of USD 212, students who have violated the Acceptable Use Policy or any other provisions included in the Chromebook Initiative Handbook will be required to turn in their Chromebook to the office at the end of each day for a period of two weeks unless otherwise specified in the Acceptable Use Policy. The office personnel will secure the equipment during the evening and the student will be allowed to check the Chromebook out daily for use during school.

### **Returning the Chromebook**

Chromebooks, along with all peripherals and accessories, will be collected at the end of each school year. Failure to turn in a Chromebook will result in the student being charged the full replacement cost. Additionally, a report of stolen property with the local law enforcement agency may be filed by the district.

Any student who transfers, withdraws or is expelled prior to graduation will be required to return his/her Chromebook, peripherals, and accessories upon termination of enrollment. Failure to turn in the Chromebook to the school office on the last day of attendance will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving USD 212 may be turned over to a collection agency. Additionally, a report of stolen property with the local law enforcement agency may be filed by the district.

## Care of the Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be reported as soon as possible so that they can be taken care of properly. The Chromebook should NEVER be taken to an outside computer service for any type of repairs or maintenance.

### General Precautions

- No food or drink is allowed next to the Chromebook while in use.
- Cords, cables and removable storage devices must be inserted carefully into Chromebooks.
- Do not use the Chromebook with the power cord plugged in when the cord may be a tripping hazard.
- Never transport the Chromebook with the power cord plugged in.
- Never store the Chromebook in the carry case or backpack while plugged in.
- The Chromebook and its protective case must remain free of any writing, drawing, stickers and labels unless approved by school administration.
- Heavy objects should never be placed on top of Chromebooks.
- Never cover or otherwise obstruct the Chromebook's vents while the device is turned on.

### Carrying Chromebooks

- Always transport Chromebooks with care and with the screen closed. Failure to do so may result in disciplinary action.
- Never lift the Chromebook by the screen.

### Screen Care

- The Chromebook screen can be easily damaged if subjected to heavy objects, rough treatment, some cleaning solvents and other liquids. The screens are particularly sensitive to damage from excessive pressure, heat and light.
- Do not lean or put pressure on the top of the Chromebook when it is closed.
- Do not store the Chromebook with the screen in the open position.
- Do not place anything near the Chromebook that could put pressure on the screen.
- Do not place anything in a carrying case or backpack that will press against the cover.
- Do not poke the screen with anything that will mark or scratch the screen surface.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils or disks).
- Clean the screen with a soft, dry microfiber cloth or anti-static cloth only.

### USD 212 Labels

- All Chromebooks will have a USD 212 label.
- Labels may not be covered, modified or otherwise tampered with in any way.
- Students may be charged up to the full replacement cost of a Chromebook for tampering with the label or turning in a Chromebook without the USD 212 label in place.

### Chromebooks Left Unattended

- Under no circumstances should the Chromebook be left in a car or any unsupervised areas. Unsupervised areas include the school grounds, the lunchroom, vehicles, bathrooms, computer labs, library, unlocked classrooms and hallways. Any Chromebook left in these areas is in danger of being stolen. If a Chromebook is found in an unsupervised area, it should be taken immediately to the office. Multiple offenses may result in disciplinary action.

### Damages, Repairs and Warranties

All Chromebook problems must be reported to the office. The district will repair or replace damaged equipment resulting from normal use. The district will make its best attempt to purchase replacement parts at the best possible price.

#### Repairs for damage within the vendor warranty period:

- The equipment vendor has a hardware warranty on the Chromebook.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- This limited warranty covers normal use, mechanical breakdown or faulty construction and will provide normal replacement parts necessary to repair the Chromebook or Chromebook replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, accidents or Chromebook viruses.
- Students are responsible for any of their actions that void the warranty (i.e. take the Chromebook apart; remove its parts, etc.). Students will be held responsible for the full cost of any parts replaced and associated labor costs due to such actions up to and including the cost of total replacement of the Chromebook .

#### Repair costs for damage and loss:

- The district will charge for the entire repair or replacement cost of the Chromebook and/or peripherals if damage or loss occurs due to the student's, parent's/guardian's intentional acts or as the result of their negligence in handling the device.
- Students are responsible for any losses or damages resulting from attempts to harm or destroy data of another person. This includes, but is not limited to, "hacking" or creating, loading or sharing malicious software, scripts or code (e.g. executable files (\*.exe), batch files (\*.bat), command files (\*.com), system files (\*.sys)).
- In case of theft, vandalism or other criminal acts, a police report MUST be filed with the local police department and a copy submitted to building administration.

### No Expectation of Privacy

- Students have no expectation of confidentiality or privacy with respect to any usage of their Chromebook, regardless of whether that use is for school-related or personal purposes, other than as specifically provided by law.
- The school may, without prior notice or consent, log, supervise, access, view, monitor and record use of student Chromebooks at any time for any reason related to the operation of the school. By using the Chromebook, students agree to such access, monitoring and recording of their use.
- Teachers, school administrators and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.

## **EDUCATIONAL USE**

School-issued Chromebooks should be used for educational purposes. Students are to adhere to the Acceptable Use Policy and all of its corresponding administrative procedures at all times.

### **Using the Chromebook at School**

The Chromebook is intended for use at school every day. In addition to teacher expectations for Chromebook use, students may be asked to access school messages, announcements, calendars, handbooks and grades using their Chromebook. Students are expected to bring the Chromebook to all classes unless specifically advised not to do so by their teacher. Students who fail to bring the Chromebook to class are responsible for getting the coursework completed as if the Chromebook were present.

### **User Settings and Preferences**

- Inappropriate media may not be used as Chromebook backgrounds or themes. Examples of inappropriate media include, but are not limited to, the presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, gang-related symbols or pictures. The use of any inappropriate media will result in disciplinary action.
- Sound must be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.
- Students should have their personal set of headphones for sanitary reasons.

### **Printing**

- Students will have the ability to print, digitally publish and share their work with their teachers and peers when appropriate.

### **Account Access**

- Students will log into their Chromebooks using their school-issued Google Apps for Education account.
- Students must never share their Google Apps for Education account password with others, unless needed by building administration to address time-sensitive issues.

### **Using the Chromebook Outside of School**

Students may use the Chromebooks at home and other locations outside of school if approved beforehand. A WiFi Internet connection will be required for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the USD 212 Acceptable Use Policy, administrative procedures, state and federal laws and all other guidelines in this document wherever and whenever they use the Chromebooks.

### **Rights and Responsibilities**

Use of district technology is a privilege and not a right. Everything done on any district-owned computer, network or electronic communication device may be monitored by school authorities. Inappropriate use of district technology will result in the associated disciplinary action as identified in the student handbook, the 1-to-1 handbook, district administrative procedures and board policies.

## Managing and Saving Your Digital Work

- The majority of student work will be stored in Internet/cloud-based applications and can be accessed from any computer with an Internet connection and most mobile Internet devices.
- Some files may be stored on the Chromebook's hard drive.
- Students should remember to save frequently when working on digital media.
- The district is not responsible for the loss of any student work.
- Students are encouraged to maintain backups of their important work on a portable storage device or have multiple copies stored in different Internet storage solutions.

## Content Filter

- The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection act (CIPA). All Chromebooks, regardless of physical location and Internet connection, will have Internet activity filtered. Despite the filter, the district cannot guarantee that all controversial or inappropriate materials will be blocked.

## Student Responsibilities

- The student will treat the Chromebook with care by not dropping it, getting it wet, leaving it outdoors or using it with food or drink nearby.
- The student will not lend the Chromebook to any friends or siblings; it will stay in his/her possession or locked in his/her locker at all times.
- The student will not load software or apps onto the Chromebook.
- The student will not install peer-to-peer file sharing programs.
- The student will not remove programs or files from the Chromebook.
- The student will follow all board policies and administrative procedures when using the Chromebook both at and away from school.
- The student will not give personal information when using the Internet.
- The student will not attempt to repair the Chromebook.
- The student will report damage or needed repairs immediately.
- The student will submit to a Chromebook audit when requested.

## Parent Responsibilities

- The parent/guardian will supervise his/her child's use of the Chromebook if permission is granted to allow it to go home.
- The parent/guardian will supervise his/her child's use of the Internet if permission is granted to allow it to go home.
- The parent/guardian will not attempt to repair the Chromebook.
- The parent/guardian will report any problems with the Chromebook immediately to the school.
- The parent/guardian will not load or delete any software from the Chromebook.

## **DIGITAL CITIZENSHIP: ACCEPTABLE AND ETHICAL USE POLICY**

### **Student Conduct**

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. *Respect Yourself:* I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. *Protect Yourself:* I will ensure that the information, images and materials I post online will not put me at risk. I will not publish my personal details, contact details or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts and resources.
3. *Respect Others:* I will show respect to others. I will not use electronic mediums to antagonize, bully, harass or stalk people. I will show respect for other people in my choice of websites. I will not visit sites that are degrading to others, pornographic, racist or inappropriate. I will not enter other people's private spaces or areas.
4. *Protect Others:* I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. *Respect Intellectual Property:* I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.

### **Inappropriate Use**

All students are expected to abide by the board's Acceptable and Ethical Use of Technology policy (IIBG). The following is a non-exclusive list of conduct prohibited while using district technology.

1. Using, creating, accessing, uploading, downloading, retaining or distributing defamatory, obscene, profane, sexually-explicit, pornographic, threatening or illegal content or materials.
2. Violating any federal, state or local law or administrative regulation or failing to follow any other policies or guidelines established by the district or building administrators/supervisors.
3. Violating copyright or otherwise transmitting or using the intellectual property of another individual or organization without permission, specifically including, but not limited to, the unlawful downloading of music, movies, computer software or pictures.
4. Vandalizing, which is any unauthorized access and/or malicious attempt to damage computer hardware/software or networks or destroying the data of another user, including creating, uploading or intentionally introducing viruses.

5. Intentionally wasting limited resources, including, but not limited to, storage of excessive amounts of personal electronic mail, movies, music and picture files on district computers or servers.
6. Using district technology to create or access personal electronic mail accounts to engage in conduct that would violate any district policy.
7. Using the district's network or computers for commercial purposes or for any personal financial gain, including, but not limited to, selling items and maintenance of a personal or business website or electronic mail accounts.
8. Harassing, bullying, insulting or attacking others.
9. Accessing or transmitting electronic mail or other electronic files containing inappropriate and/or offensive material that is aimed at members of any protected class (examples would include jokes targeted at person(s) based upon gender, race, ethnicity, disability, etc.).
10. Using district technology to distribute messages to large groups of people for non-district purposes, including, but not limited to, "everyone e-mails," "mass e-mails," global e-mails," and "Spam," unless expressly approved by the superintendent.
11. Gaining unauthorized access to the files or other informational resources of other persons or entities without permission, whether stored on or off the district's network.
12. Using others' passwords.
13. Invading the privacy of individuals and/or revealing personal information online about any other district staff or student.
14. Installing equipment on or making modifications to district technology, such as altering the setup of computers (e.g., desktops, icons, wallpapers, screensavers or installed software) without pre-authorization from MIS.
15. Utilizing proxy sites or other means to circumvent the district's filter and/or other security measures.



## FREQUENTLY ASKED QUESTIONS

1. **Will students/parents/guardians have to purchase a Chromebook?**  
*No, USD 212 will provide a Chromebook for every student grades 6-12.*
2. **Is there a technology fee at enrollment?**  
*No.*
3. **Will students be able to take the Chromebook home?**  
*Yes. Devices are allowed to go home for academic purposes.*
4. **Will students have to turn the Chromebook into the school for the summer?**  
*Yes, students will turn in the device for the summer and receive the same device upon their return for the following school year.*
5. **How will Chromebooks be inventoried?**  
*USD 212 will inventory the Chromebook devices by using the serial number. Students will be assigned a Chromebook, keeping the same device during their attendance at Northern Valley.*
6. **Can students personalize their Chromebooks?**  
*Students will be shown acceptable ways of doing this when they receive their Chromebook. Guidelines are listed below.*
  - *Permanent markers and very sticky stickers are prohibited. Students should make sure that any personalization on the protective front cover is easy to remove.*
  - *NEVER personalize the back cover as this may block the device vents, causing the Chromebook to overheat and malfunction.*
  - *All personalizations must be school-appropriate; district policies apply. If it is determined that a student has personalized his/her Chromebook inappropriately, that student will be responsible for removing the offensive material. If the offensive material cannot be removed, the student will have to replace the cover.*
- 7.

8. **What if a Chromebook is damaged or broken?**  
*If the Chromebook is damaged, the student will turn the device into the office for repair. If the device is damaged beyond repair, the student will be responsible for the replacement cost of the device. If the device was willfully broken, the building discipline policies will be in effect.*
- *If the repair cannot be completed by the end of the day, a loaner Chromebook will be assigned to the individual student until the student's Chromebook is repaired and returned. The student will be responsible for any loss or damage to the loaner Chromebook.*
9. **What happens if the Chromebook is lost?**  
*If a device is lost, the student will be charged the cost of the Chromebook and will be issued a replacement once the cost is covered.*
10. **Will there be an insurance policy parents/guardians are required to purchase or is one offered?**  
*USD 212 will not provide an insurance policy to cover the device. After researching the options, it was decided that it would not yield any real savings to families. Parents are encouraged to explore their homeowners' insurance and other insurance as options.*
11. **If I have to replace a Chromebook, would I have to pay the same replacement cost, even if the Chromebook is not brand new?**  
*Yes. No matter the age of the device, it costs the same amount of money to replace it.*
12. **What happens if another student steals my student's Chromebook?**  
*As with any theft, the authorities should be contacted immediately, a police report should be filed, and the school should be contacted. It will be possible to identify anyone who logs onto a Chromebook with a USD 212 Google Apps for Education account, which will help authorities track the Chromebook.*
13. **What happens if a person unaffiliated with USD 212 steals my student's Chromebook?**  
*Based on how a Chromebook is set up, your student's device becomes unusable if someone outside of the district tries to log into the Chromebook. Only people with USD 212 Google Apps for Education account usernames and passwords can log into the devices.*
14. **What if a student forgets his/her Chromebook at home? Is the student provided a loaner for the day?**  
*Students who forget their Chromebooks will be loaned a device by the classroom teacher for the duration of the class period. Loaner Chromebooks will not be removed from the classroom.*
15. **I am concerned about the Chromebook being in bags with textbooks and the weight of the books damaging the Chromebook; do you have any suggestions of how I can protect the device in my student's book bag?**  
*Our recommendation is to carry the Chromebook in a separate bag.*

16. **Will a case/cover be required? If so, will the school purchase the case/cover?**  
*Yes, a case/cover will be required and provided by the school. It is expected that these covers remain on the Chromebooks at all times. These covers serve two purposes: 1) to help protect the Chromebook from every day wear and tear; and 2) to help absorb some of the impact associated with regular use of the Chromebook. Keep in mind that no cover will protect the Chromebook from severe or negligent treatment. It is up to each student to practice good care of his/her Chromebook.*
17. **What if the device malfunctions? Can my student access his/her online files with another device other than the Chromebook?**  
*Students can access their documents stored in their Google Apps for Education account (their Google Drive) wherever they can access the Internet.*
18. **If a student uses the Chromebook inappropriately, what discipline procedures are in place?**  
*Information on disciplinary action can be found in the high school student handbook and in this document.*
19. **Will there be restrictions on the Chromebook?**  
*There is a filter on the device so that no matter where the students are when they access the Internet, they are accessing a filtered environment. Students will not be allowed to download or delete apps on the device.*
20. **Does the district plan on blocking certain websites such as NetFlix?**  
*The limiting of access to certain websites and services is an ongoing process that involves several variables. We welcome parent input with this process. If there are other sites that are deemed inappropriate that have made it through the filter, please notify a USD212 staff member.*
21. **What if a student does not have Internet at home?**  
*Many Google Drive items can be accessed when not on the Internet if they were set up to do so. Students will receive instructions on how to make their files available offline. Additionally, the district believes that there are enough free options to access the Internet around town that Internet service will not be provided by the district.*
- 22.

23. **Does the Chromebook automatically accept hot spots? If not, how do I go about getting the Chromebook to recognize a new hot spot?**  
*The Chromebook will pick up Internet connections that are within range. If it is the first time on that hot spot or if there are several options available, the user will have to select the connection and enter the security password (if there is one). After the first time, that process will be automatic.*
24. **Do the Chromebooks have a place where my student can plug in a jump drive? If so, where is the port located?**  
*Yes. The USB ports are on the back of the device. There is also a slot for an SD card, like those used to store photos from a camera.*
25. **What is the readability of the font size, types, and brightness for the programs and documents, spreadsheets, presentations, and forms?**  
*There are multiple controls on the Chromebook to help with these functions. Brightness is controlled from the top level of buttons on the Chromebook. To increase font size, press **ctrl +**. To decrease font size, press **ctrl -**.*
26. **Who sees the information my student saves or posts (photos or documents)?**  
*Students can control who sees docs, spreadsheets, presentations and Google sites by setting sharing permission. It is anticipated that students will share various classroom assignments with others as part of the collaborative process. USD 212 administration has the ability to access all content on USD 212-owned devices and managed accounts.*
27. **How is the technology/software updated?**  
*The device automatically updates after it has been properly shut down and restarted. It is recommended that the student shut down the device daily to allow updates to be installed.*
28. **Is the Chromebook Handbook included with the paperwork we encounter during registration?**

The Loan Agreement is part of the registration information; however, the Chromebook Handbook is not. You can access the Chromebook Handbook on the district webpage.

**USD 212 One-to-One CHROMEBOOK INITIATIVE**  
**Student Chromebook Loan Agreement**

One Chromebook, power adapter and protective case are being loaned to the Student/Borrower and are in good working order. It is Student/Borrower's responsibility to care for the equipment and ensure that it is retained in a safe environment.

This equipment is, and at all-time remains, the property of USD 212 (District) and is herewith lent to the Student/Borrower for educational purposes only for the academic school year.

Student/Borrower may not deface or destroy this property in any way. Inappropriate use of the machine may result in the Student/Borrower losing his/her right to use this computer. The equipment will be returned to the school when requested by the District, or sooner, if the Student/Borrower withdraws from the District prior to the end of the school year.

The District property may be used by Student/Borrower only for non-commercial educational purposes, in accordance with the District's Acceptable and Ethical Use of Technology Resources policy (IIBG), as well as local, state and federal statutes and regulations.

Student/Borrower may not install or use any software or apps other than those owned or approved by the District and made available to Student/Borrower in accordance with this Chromebook Loan Agreement.

One user account with specific privileges and capabilities has been set up on the Chromebook for the exclusive use of the Student/Borrower to which it has been assigned. The Student/Borrower agrees to make no attempts to change or allow others to change the privileges and capabilities of this user account and also agrees to make no attempts to add, delete, access or modify another user's account.

The District network is provided for the academic use of all students and staff. The Student/Borrower agrees to take no action that would interfere with the efficient, academic use of the network.

Identification and inventory labels have been placed on the Chromebooks. These labels are not to be removed or modified. If they become damaged or missing, the student must contact the student help desk for replacements. Additional stickers, labels, tags or markings are not to be added to the Chromebook or the protective case unless approved by the school administrator.

A Google Apps for Education account is available for each Student/Borrower to use for appropriate academic communication with other students and staff members.

Students will be charged replacement cost for any intentional, negligent or repeated damage to, loss of, or failure to return the Chromebook. Student/Borrower acknowledges and agrees that his/her use of the Chromebook is a privilege and that by Student/Borrower's agreement to the terms hereof, Student/Borrower acknowledges his/her responsibility to protect and safeguard the Chromebook and to return the same in good condition and repair upon request by the District.

**I have read and agree to conditions listed above. I have also received a copy of the 1-to-1 Chromebook Initiative Handbook and have read, understand and agree to abide by its terms and all other USD 212 Board of Education Policies and administrative regulations.**

Student Signature: \_\_\_\_\_ Student ID: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Northern Valley USD#212



2020 - 2021  
Faculty & Staff Handbook

## Table of Contents

Mission Statements.....	43
EQUAL OPPORTUNITY EMPLOYER .....	43
HANDBOOK PURPOSE.....	43
INCLUSION STATEMENT.....	43
STAFF NAMES .....	54
Administration.....	54
High School.....	54
Middle School.....	54
Elementary School.....	54
Clerical Staff.....	54
Custodial Staff.....	54
Kitchen Staff.....	54
Special Assignment .....	54
Bus Drivers.....	54
GENERAL INFORMATION TEACHING AND LEARNING .....	65
CURRICULUM .....	65
INSTRUCTIONAL MATERIALS .....	65
LESSON PLANS .....	65
HOMEWORK .....	65
GRADES .....	65
MAKE-UP WORK.....	65
REPORTS.....	76
Progress Reports.....	76
Report Cards.....	76
Weekly Grade Reporting.....	76
Attendance (Student).....	76
Accidents .....	76
Child Abuse.....	86
Vandalism.....	87
LUMP SUM PAYMENT.....	87
WORKERS COMPENSATION.....	87
Notice of Accidents .....	87
Coverage.....	87
CALENDAR.....	87
LEAVE.....	87
<i>Paid Time Off (PTO)</i> .....	87
Funeral and Bereavement Leave .....	98
Annual Leave Accounting.....	98
Jury Duty .....	98
Professional Leave.....	98
Military Leave .....	108
RECORDS.....	109
Personnel Records.....	109
Required Records .....	109
CERTIFICATE.....	109
ADDRESS CHANGES .....	109
STUDENT RECORDS .....	109
GIFTS .....	109
SOLICITATIONS .....	119
Solicitation of Employees.....	119
TUTORING FOR PAY.....	1140
ABSENCES/SUBSTITUTES .....	1140
SUBSTITUTE FOLDERS .....	1140
DRESS CODE.....	1140
COMMUNICATIONS .....	1140
FIELD TRIPS.....	1140
FUND RAISING.....	1140
PEER GRADING.....	1240

INTERROGATION AND INVESTIGATION OF STUDENTS .....	1211
SEARCHES OF STUDENTS AND PROPERTY .....	1211
RELEASE OF STUDENTS FROM SCHOOL DURING THE DAY .....	1211
HALL PASSES .....	1211
DISTRIBUTION OF MATERIALS .....	1211
ORIENTATION .....	1211
PERSONAL PROPERTY .....	1211
USE OF PERSONAL VEHICLE .....	1312
TELEPHONE USE .....	1312
MAINTENANCE REQUESTS .....	1312
ANIMALS AND PLANTS .....	1312
SAFETY AND SECURITY .....	1312
SAFETY RULES .....	1312
SAFETY UNITS .....	1312
DRILLS AND EVACUATIONS .....	1312
FIRE DRILLS .....	1312
TORNADO DRILLS .....	1312
EMERGENCY CLOSINGS .....	1413
SAFETY PRACTICES .....	1413
SECURITY .....	1413
SECURING WORK AREA .....	1413
Keys .....	1413
Crisis Plan .....	1413
HAZING .....	1513
EQUIPMENT AND SUPPLIES .....	1514
APPROPRIATE USE OF EQUIPMENT AND SUPPLIES .....	1514
Computers .....	1514
No Right to Privacy .....	1514
Ownership .....	1514
Secure Files .....	1514
Internet .....	1514
Copying and Duplication .....	1614
Request for Purchases .....	1615
Vehicle Request .....	1615
CONFLICT OF INTEREST .....	1615
OUTSIDE EMPLOYMENT .....	1615
CRIMINAL CONVICTIONS .....	1615
DISTRICT PROCEDURES .....	1615
Board Policy .....	1615
Recruitment .....	1615
Contract Procedure .....	1615
Resignation .....	1615
Evaluations .....	1716
Staff Development .....	1716
Professional Development Council .....	1716
COMPLAINTS/GRIEVANCES .....	1716
CONDUCT .....	1817
Drug Free Schools and Communities Act/Drug Free Workplace .....	1817
Tobacco Free Campus .....	1817
Relations with Students .....	1918
Supervision of Students .....	1918
CONFIDENTIALITY .....	1918
Student Information .....	1918
Personnel Information .....	1918
SEXUAL HARASSMENT .....	1918
General Policy .....	1918
Definition .....	2019
Reporting Incidents .....	2019
DISCRIMINATION COMPLAINTS .....	2120
HEALTH .....	2120
School Nurse .....	2120

Blood Borne Pathogens .....	<del>2120</del>
Communicable Diseases .....	<del>2120</del>
Health Examinations .....	<del>2220</del>
MEDICATIONS, ADMINISTERING .....	<del>2221</del>
Student Self-Administration of Medications .....	<del>2322</del>
Eligible to Self-Administer Medication .....	<del>2322</del>
Authorization Required .....	<del>2322</del>
Employee Immunity .....	<del>2322</del>
Waiver of Liability .....	<del>2322</del>
Additional Requirements .....	<del>2422</del>
HAZARDOUS WASTE .....	<del>2423</del>
Asbestos .....	<del>2423</del>
Pest Control .....	<del>2423</del>
SPECIAL EDUCATION INFORMATION .....	<del>2423</del>
STUDENT PRIVACY RIGHTS .....	<del>2524</del>
STUDENT LIST FOR ATHLETICS AND/OR SCHOOL SPONSORED ACTIVITIES .....	<del>2524</del>
NORTHERN VALLEY USD #212: CALENDAR REQUEST FORM .....	<del>2625</del>
NORTHERN VALLEY USD #212: ABSENTEE FORM .....	26
NORTHERN VALLEY USD #212: REQUEST FOR PURCHASE ORDER .....	27
NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF <i>NON- PRESCRIPTION DRUGS</i> .....	<del>3028</del>
NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF <i>PRESCRIPTION DRUGS</i> .....	<del>3129</del>
NORTHERN VALLEY USD 212: PHYSICIAN PERMISSION FOR DISTRICT ADMINISTERING OF MEDICATION .....	<del>3230</del>
NORTHERN VALLEY USD #212: ACCIDENT REPORT FORM .....	<del>3331</del>
NORTHERN VALLEY USD #212: INCIDENT REPORT .....	<del>3432</del>

## **Mission Statements**

### **NORTHERN VALLEY HIGH SCHOOL MISSION STATEMENT**

Northern Valley High School's purpose is to graduate students with success-oriented attitudes and the skills necessary to succeed in society and to be lifelong learners.

### **LONG ISLAND MIDDLE SCHOOL MISSION STATEMENT**

Long Island Middle School seeks to expose students to a wide variety of educational experiences; to delve into a broad range of activities, including academics, athletics, music, drama, and scholastic endeavors beyond the classroom; and to refine social behaviors and attitudes acceptable for living with people in a world-wide society.

### **ALMENA ELEMENTARY SCHOOL MISSION STATEMENT**

Almena Elementary will create an effective teaching and learning environment that will encourage all students to reach their maximum potential in academic and social experiences. We will strive to enable each student to become a productive and responsible citizen involved in a lifetime of successful learning.

### **EQUAL OPPORTUNITY EMPLOYER**

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin.

The board shall hire employees on the basis of ability and the district's needs.

### **HANDBOOK PURPOSE**

A handbook exists for those who need to have guidelines and rules written down, and for those times when we all need to have a reference just to look up information about the school.

The content of the handbook has been determined by what students and faculty need. This handbook has been approved by the U.S.D. #212 Board of Education and is an extension of district policy.

### **INCLUSION STATEMENT**

Areas of concern not specifically addressed in this book are not to be assumed as permitted. In other words, it may not be written down here, but that doesn't imply it is allowed.

## STAFF NAMES

### Administration

Ken Tharman.....Superintendent, 9-12 Principal  
Marvin Gebhard .....PreK-8 Principal, Transportation  
Director, Head HS FB

### High School

Mitch Pugh .....JH / HS Social Science, HS  
Scholars Bowl, Golf  
Amy McKinney.....Accounting, Business, HS  
Computers, FACS, Yearbook &  
Student Council  
Hannah Mongeau .....English, HS VB, & NHS  
Jessie Thalheim .....MS Science, Activities Director  
Alissa Krafft.....Vo-Ag, FFA, & FACS

### Middle School

Jim Cole.....K – 12 Physical Education, F-  
ball, Boys BB, Track, & Drivers  
Ed., JH Athletic Dir.  
Emily Lowry .....JH & HS Mathematics & JH BB  
Cindy Mordecai.....JH Language Arts & K – 8 Vocal  
Kirsten Baird.....Fifth Grade  
Sarah Rudd .....HS Music, 5 – 12 Band, HS  
Technology

### Elementary School

Angie Knuth.....Kindergarten, Cross Country, HS  
Asst. Track  
Tammy Vincent.....First Grade  
Katie Grote .....Second Grade & Forensics  
Jill Gebhard .....Third Grade  
Amy Chandler .....Fourth Grade  
Kelli Hueneke .....K – 7 Title / 6<sup>th</sup> Grade

### Elem. continued

Cindy Wright.....Pre-K Teacher Aide  
Tami Dubois.....K –4 Interrelated Teacher  
Sandra Dole .....Preschool  
Terry Logemann .....5 – 12 Interrelated Teacher  
John Vincent.....Library/Media

### Clerical Staff

Amber Brown.....Board Clerk  
Kinze Cox .....Treasurer/ HS Sec  
Sheri Sammons.....ES Secretary  
Sommer Yocum.....MS Secretary/ Dep. Clerk

### Custodial Staff

Hal Hansen .....ES Custodian  
Julie Hilburn.....MS Custodian  
Noah Hansen .....HS Custodian / Almena Maint.

### Kitchen Staff

Becky Delimont.....Head Cook, Jr. Class Sponsor,  
HS Cheer & Dance  
Jacque Horacek .....Almena Cook  
Monica Bach .....Long Island Cook, JH Service  
Club, JH Cheer

### Special Assignment

Phillips County Health Dept. - Nurse

### Bus Drivers

Randy Husted  
Julie Hilburn  
Cindy Fischer



# STAFF NAMES

## Administration

Ken Tharman.....Superintendent, 9-12 Principal  
Marvin Gebhard.....PreK-8 Principal, Transportation  
Director, Head HS FB

## High School

Rebecca Lawhorn.....JH Social Science, HS Computer  
Amy McKinney.....Accounting, Business, HS  
Computers, FACS, Yearbook &  
Student Council

Hannah Imm (Mongeau).....English & HS Asst. Track

Brent Orme.....HS Social Science, FACS,  
Activities Director

Alissa Krafft.....Vo-Ag, FFA, HS Scholars Bowl,  
FACS

## Middle School

Jim Cole.....K-8 Physical Education, F-ball,  
Boys BB, Track, & Drivers Ed.,  
JH Athletic Dir.

Emily Lowry.....JH & HS Mathematics, JH BB,  
JH VB

Cindy Mordecai.....JH Language Arts

Kirsten Baird.....Fifth Grade

Kathryn Whitney.....K-12 Music, 5-12 Band

## Elementary School

Angie Knuth.....Kindergarten, Cross-Country, HS  
Asst. Track

Tammy Vincent.....First Grade

Katie Grote.....Second Grade, Forensics, Head  
HS VB

Jill Gebhard.....Third Grade, NHS

Amy Chandler.....Fourth Grade

Kelli Hueneke.....K-7 Title / 6<sup>th</sup> Grade

## Elem. continued

Cindy Wright.....Pre-K Teacher Aide

Tami Dubois.....K-4 Interrelated Teacher

Sandra Dole.....Preschool

Terry Logemann.....5-12 Interrelated Teacher

John Vincent.....Library/Media

## Clerical Staff

Lidia Knapp.....Board Clerk

Nicole Simeon.....Treasurer/HS Sec

Sheri Sammons.....ES Secretary

Sommer Yocum.....MS Secretary/Dep. Clerk

## Custodial Staff

Hal Hansen.....ES Custodian

Julie Hilburn.....MS Custodian

Noah Hansen.....HS Custodian / Almena Maint.

## Kitchen Staff

Becky Delimont.....Head Cook, Jr. Class Sponsor,  
HS Cheer & Dance

Jacque Horacek.....Almena Cook

Monica Bach.....Long Island Cook, JH Service  
Club, JH Cheer

## Special Assignment

Phillips County Health Dept.—Nurse

## Bus Drivers

Randy Husted

Julie Hilburn

Cindy Fischer

Cindy Wright

# GENERAL INFORMATION TEACHING AND LEARNING

## CURRICULUM

~~Staff shall develop and implement instruction programs in accordance with~~ The staff, as the basis for developing and implementing instruction programs, shall do State Education Standards and board-approved district goals and learning objectives ~~and State Education Standards.~~

## INSTRUCTIONAL MATERIALS

All textbooks, videos, software, and other instructional materials used in the district must support the district's instructional goals and learning objectives and meet all copyright and fair use guidelines.

Videos and other instructional materials must be pre-screened by staff, must be age-appropriate, and may not be used in the classroom solely for recreational purposes.

## LESSON PLANS

Each teacher shall develop, maintain and follow lesson plans, which conform to the board-approved curriculum, the district's educational goals, expected student learning outcomes and include the state indicator(s) covered. —A copy of lesson plans shall be available to the principal during formal or informal observations and to substitute teachers.

## HOMEWORK

Homework shall not be used as a means to discipline students. Homework shall be assigned as needed to reinforce lessons introduced in the classroom.

## GRADES

Northern Valley Schools will utilize a 4-point grade system.  
A = 4 points, B = 3 points, C = 2 points, D = 1 point and F or I = 0 points.

All teachers will follow the grade scale guidelines as adopted during the 1986-87 school year. The grading system is as follows:

100-90% = A  
89-80% = B  
79-70% = C  
69-60% = D  
59% and below = F

Grades for each class will be recorded each nine weeks. A semester grade for each class will be recorded at the end of each semester. The semester grade shall be determined by averaging the two nine week grades (percentages), and all + and -'s will be dropped. Letter grades will be recorded on the official transcript. Letter grades and percentages will be duly recorded on all grade reports distributed to students, parents and/or guardians.

## MAKE-UP WORK

The student is responsible for getting all missed assignments from their teachers. If a student has an excused absence on the due date of an assignment, the student must turn in the assignment on the day she/he returns to class, provided that the assignment was made prior to the absence. A student who misses class because of a school sponsored activity may be required by the instructor to complete assignments in advance of the activity. Students should understand that it may be impossible to earn a daily participation grade if not present in a class.

Two class periods are given to complete daily work missed due to each day of excused absence. For example, if you are absent on Monday, and you meet in class on Tuesday, the missed assignment is due on Thursday. If you are absent on Tuesday, and you meet in class on Wednesday; the missed assignment is due on Friday. For extended illness, the student will be limited to five (5) school days following their return to make-up work missed. Exceptions to this rule can be made through special arrangements with the teacher or administration.

No make-up credit will be allowed for un-excused absences.

Students in in-school suspension will be given one day to turn -in missed assignments for credit. Students assigned to oOut-of-sSchool suspensions students ARE required to make -up work, but can only receive a maximum of 50% credit for this work and it must be returned the day after they return.

## REPORTS

### *Progress Reports*

Student progress shall be periodically reported to the students and his/her parents/guardians. Whenever a student is falling behind or is failing to meet the grade level/course objectives, the teacher shall inform the student's parent/guardian. The teacher may attempt to assist the student and parent/guardian in developing a plan for improved performance.

### *Report Cards*

Report Cards shall be issued to each student's parent/guardian at the end of the **first quarter, first semester, third quarter and second semester** for each subject taken. Reasons for deficiencies and/or failures shall be given. **Grades must be submitted through Power School and hard copies must be reviewed and signed off by each teacher by the due date for each grading period. Corrections to grades in Power School are the responsibility of the teaching staff.**

### *Weekly Grade Reporting*

All teachers need to enter grades into Power School on a weekly basis. Grades 6 – 12 teachers need to send the names of failing students and students with incompletes to the appropriate principal and the Student Success Coordinator by Monday morning, starting with the third Monday of each semester.

### *Attendance (Student)*

Daily attendance records shall be maintained for each student in the school. Each teacher will be responsible for turning in attendance on the student management system. See References.

### *Accidents*

Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative. See References.

- Send for medical help
- Make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- Notify the principal or designated representative.

If an emergency person is present and qualified to administer first aid, that aid may be given. Qualified employees are those employees who have successfully completed an approved Red Cross first aid program or the school nurse.

If an employee is injured on the job, the supervisor should be contacted immediately and a report shall be made within ten days. The supervisor will then be responsible for contacting the district central office, which will in turn supply the injured employee with the appropriate forms to complete.

The employee must keep copies of all doctors' orders and provide a file copy to the district central office. The employee must inform the doctor or hospital that he/she is covered by the district worker compensation plan.

### *Child Abuse*

Any district employee who has reason to know or suspect that a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local [Department for Children and Families Services \(CFSDCF\)](#) office or to the local law enforcement agency if the [CFS-DCF](#) office is not open. It is recommended the building administrator also be notified after the report is made. District employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of school employees to prove the child has been abused or neglected.

### *Vandalism*

Employees shall report any vandalism to their immediate supervisor.

## **LUMP SUM PAYMENT**

Upon written authorization from any certified employee subject to the continuing contract law, the board shall pay the balance of the person's contract compensation for the school year in one payment not later than June 30 and the completion of all contract obligations. The authorization shall be filed with the Clerk of the Board not later than April 5 of the school year in and for which the balance payment is first authorized. Once authorized, the lump sum payment will continue each year until the certified employee revokes the election in writing.

## **WORKERS COMPENSATION**

### *Notice of Accidents*

Employees must notify the employer within 10 days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from your supervisor or the district office. Also, see References for sample accidents report form.

### *Coverage*

Benefits are for personal injury from an accident or occupational disease arising out of and in the course of employment with the district. Injuries, which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from, the performance of tasks related to normal job duties are not covered under workers compensation.

## **CALENDAR**

Teachers shall complete a calendar request form to have any events placed on the district calendar. Refer to References.

Recognizing the benefit of having one school night free from school-scheduled activities, it shall be board policy that no school-scheduled activities (except those scheduled by the WKLL and KSHSAA) shall be scheduled on Wednesday nights other than those approved on a case-by-case basis by the Superintendent.

## **LEAVE**

### *Paid Time Off (PTO)*

All full-time teachers are entitled to twelve (12) days paid time off annually, accumulating to sixty (60) days.

Accumulated PTO will be determined at the end of each contract year. Assignment of additional annual PTO will be made on the first day of duty by the teacher in each contract year.

After an absence of two consecutive (2) days, a doctor's certificate may be required.

All teachers who have sixty (60) days of PTO available on the first day of the contract year shall be paid for days over forty-eight (48) at the end of the school year, at the rate of one-half (1/2) the

daily rate for substitute teachers. Calculation and payment will be made at the end of the contract year.

Teachers have the option to request pay out of PTO in excess of five (5) days at one-half the daily rate for substitute teachers by submitting request in writing to Board Clerk by the payroll cutoff date for December payroll (Thanksgiving). No other payment will be made to the teacher for unused PTO.

Upon the teacher ending employment with the district, the teacher will be paid for all unused PTO days at the rate of one-half (1/2) the daily rate for substitute teachers. If a teacher does not fulfill their contract or is suspended during the school year, then no ~~PTO sick pay will be redeemed~~ payout will be awarded.

PTO will not be allowed on those days immediately preceding or immediately following vacation or holidays, professional meetings, summer, or other school dismissals, unless prior permission is obtained from the Board of Education.

### *Absentee Forms*

All teachers are required to complete an absentee form and have the sheet signed by the administrator approving the absence. In the event of an unforeseen absence, the office in your building will fill out the sheet and put it in your mailbox. You will need to sign the form upon your return and return it to your building secretary. Refer to References.

### *Funeral and Bereavement Leave*

An employee who is absent during his/her regularly scheduled workweek due to the death of a spouse or significant other, child or stepchild, or parent or stepparent may receive payment for reasonable and customary days absent, ~~not~~ not to exceed five (5) regularly scheduled workdays for bereavement in conjunction with attending the funeral. An employee who is absent for funeral and bereavement during his/her regularly scheduled work week due to the death of a grandparent, grandchild, parent-in-law, foster parent, brother, sister, brother-in-law, daughter-in-law, or son-in-law may receive payment for reasonable and customary days absent, not to exceed three (3) regularly scheduled work days.

An employee may be required to furnish verification of the reason for the absence upon request of his/her supervisor of the office.

### *Annual Leave Accounting*

At the end of the contract year, the Board ~~Clerk~~ will report to each teacher a status report of accumulated ~~personal time off/sick leave and personal leave.~~

All leave will be adjusted in .25 increments. (may be taken in 30 minute increments; 2012)

0-2 hours = .25 day

2-4 hours = .50

4-5 hours = .75

6-8 hours = 1 day

### *Jury Duty*

U.S.D. #212 teachers who are called to serve on a jury shall receive his or her regular pay while involved in such service. The teacher shall retain the jury service fee paid by the court and all mileage, meals, and housing reimbursement.

### *Professional Leave*

The superintendent may grant professional leave. Requests for professional leave must be presented to the superintendent at least one (1) week prior to the planned activity. All obligations for expenses must be approved in advance of the planned activity. If an administrator requests a teacher to attend a conference or meeting, the actual cost of registration, travel, housing and meals will be paid by the district.

### *Military Leave*

A Certified Staff employee who is a member of the National Guard or a reserve component of the U.S. Armed Forces shall be granted a leave with pay for active duty or active duty training for a period not to exceed 30 work days in any two (2) consecutive calendar years. Prior approval from the Superintendent is required for this benefit. ~~(With prior approval from the Superintendent.)~~

Annual military active duty leave must be requested in advance. A copy of active duty orders must accompany the request.

~~All teachers are required to complete an absentee form and have the sheet signed by the administrator approving the absence. In the event of an unforeseen absence, the office in your building will fill out the sheet and put it in your mailbox. You will need to sign the form upon your return and return it to your building secretary. Refer to References.~~

## **RECORDS**

### *Personnel Records*

Personnel files maintained by the district shall be confidential and in the custody of the appropriate supervisor and/or the superintendent. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of an administrator.

### *Required Records*

Each certified employee must have the following records/forms on file with the director of personnel before the first day of employment:

- Employment application;
- KPERS enrollment form (if employee is eligible);
- W-4 withholding certificate;
- Social security number;
- Loyalty oath or affirmation;
- Health form (if working directly with students);
- Driver's license and driving record (if required for position);
- INS form (proof of identity); and
- Current teaching certificate.

## **CERTIFICATE**

Certified staff must have a current certificate on file. A paycheck will not be issued to any certified staff member whose certification is not current. Application for certificate renewal is the responsibility of the certified employee, not the principal or secretary.

## **ADDRESS CHANGES**

All address changes must be made with the clerk before the end of the pay period in which the changes took place.

## **STUDENT RECORDS**

All student records are to be treated as confidential and primarily for local school use unless otherwise stipulated. The general public shall not be allowed to inspect a student's educational records only as permission from the parent/guardian or eligible student.

For the purposes of this policy, school official means teacher, administrator, other certified employee or the board of education. Legitimate educational interest means the school official must participate in discussions involving an identifiable student involving the student's educational interests, progress, grades, disciplinary action, discussions of eligibility for athletics or other activities, or honors or awards involving a

student. At NO time are teachers to make public student test scores, classroom grades, or report card grades.

## **GIFTS**

Unless approved by the principal, staff members shall not give gifts to any student or class of students when the gifts arise out of a class or school-related activity.

## **SOLICITATIONS**

### *Solicitation of Employees*

Unless the appropriate supervisor grants permission to any vendor, student, other school district employee or patron, solicitation of employees during normal duty hours is prohibited.

No employee will attempt during the school day or on school property to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items, which may directly or indirectly benefit the school employee.

No employee will engage in sales or solicitation on behalf of the school or use the school name without the prior approval of the principal.

## **TUTORING FOR PAY**

Teachers shall not receive pay for tutoring or private instruction at school unless approved in advance by the board.

## **ABSENCES/SUBSTITUTES**

Whenever a teacher is to be absent from teaching duties, the teacher shall notify the secretary as early as possible. Substitute folders will be available to the substitute teacher.

## **SUBSTITUTE FOLDERS**

Substitute folders need to contain the following materials.

1. Current daily class schedule;
2. Current class roster for each class;
3. A minimum of a basic emergency lesson plans or detailed lesson plans when the absence is planned;
4. Current classroom rules;
5. Names of paraprofessionals or other teacher aids; and-
6. How to reach the office if needed.

## **DRESS CODE**

The board encourages appropriate dress for all district employees.

## **COMMUNICATIONS**

All teachers are expected to promote Northern Valley Students and programs in the media whenever possible. When approved by the building principal, notes, attendance center announcements or other school-related information may be sent home with students.

## **FIELD TRIPS**

The principal may approve field trips when reasonable educational objectives can be established.

Advance requests for field trips, including transportation, shall be submitted by the teacher to the principal at least two weeks prior to the requested trip. Once the trip is approved, it is expected that the teacher

notify staff/students of the planned trip and [the](#) list of students going at least one week prior to the trip. The teacher shall notify parent/guardian of a forthcoming field trip using forms designated by the principal.

## **FUND-RAISING**

All students' sales projects or student fund-raising shall require the principal's prior approval.

All money collected from students for sales projects, or for other reasons, must be turned in to the office each day.

## **PEER GRADING**

Peer grading shall be allowed when the teacher believes peer grading will be a valuable learning experience for the class. During a peer grading activity, the teacher shall use the activity to help students review class concepts or objectives. If peer grading is allowed, students shall not be asked to publicly reveal either their own grade or the grade of another student.

## **INTERROGATION AND INVESTIGATION OF STUDENTS**

No one may interrogate or investigate a student on school grounds without the permission of the principal or head teacher.

## **SEARCHES OF STUDENTS AND PROPERTY**

If a certified staff member believes there is a need to search a student or property, he/she shall contact the principal.

Searches of students or property shall be conducted in accordance with the rules approved by the school board. Teachers shall not search students or property. No law enforcement officer shall search students or property without a search warrant.

Building principals are authorized to search students or property if there is reason to believe those district policies, rules or directives have been violated. All searches by the principal shall be carried out in the presence of another adult witness.

## **RELEASE OF STUDENTS FROM SCHOOL DURING THE DAY**

Teachers shall not release a student from school during the school day. A student seeking release from school shall be sent to the principal's office to seek the principal's permission and follow the designated sign-out procedures.

Teachers shall not allow students to run errands requiring the student to leave the school grounds during the school day.

## **HALL PASSES**

Teachers shall not release students during class without issuing a hall pass. The recommended hall pass for 6 - 12 students is the one in the back of their planner. Teachers are not to allow students out of class without a signed pass.

## **DISTRIBUTION OF MATERIALS**

Materials from sources outside of the district may not be distributed on school grounds without prior permission from the principal. Examples of outside materials include, but are not limited to, political materials and advertisements.

The principal shall determine the time, place and manner for materials distribution.

## **ORIENTATION**

All new certified employees shall receive orientation including the contents of this handbook.

## **PERSONAL PROPERTY**

The district is not responsible for employees' personal property and does not provide insurance on employees' personal property. If an employee's personal property is broken, damaged or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

## **USE OF PERSONAL VEHICLE**

Any employee who plans to transport students in his or her personal vehicle must provide proof of adequate insurance and a valid driver's license to the principal prior to transporting students.

## **TELEPHONE USE**

District telephones are for school business only. Use of phones for personal business should be avoided except in case of an emergency. Personal long distance calls made in an emergency must be recorded and reported to the employee's immediate supervisor so arrangements may be made to bill the employee.

## **MAINTENANCE REQUESTS**

All maintenance needs should be requested using the appropriate form and be turned in to the office.

## **ANIMALS AND PLANTS**

With the prior approval of the principal, animals or plants may be brought to school for instructional purposes. If someone is injured by an animal or comes into contact with a toxic plant, the supervising teacher shall immediately report the incident to the administration.

## **SAFETY AND SECURITY** **SAFETY RULES**

At the beginning of school, each teacher shall review safety rules with students.

## **SAFETY UNITS**

Teachers who instruct in hazardous curriculum areas such as industrial arts or science laboratories shall teach a unit of work each year or semester dedicated to safety rules inherent in the particular subject matter. Each student enrolled in a class in a hazardous curriculum area shall be required to pass a test on the appropriate safety rules of the particular class. The test results shall be kept on file with the teachers and the principal. No student shall be permitted to participate in the class or operate any equipment until the safety test has been passed and the student has demonstrated satisfactory knowledge of the safety rules to the teacher.

Appropriate safety signs and other safety items are to be posted on or in the near vicinity of potentially dangerous areas and devices.

Teachers shall periodically review the safety rules with students during the school year.

# DRILLS AND EVACUATIONS

## FIRE DRILLS

When the fire alarm sounds, the building should be evacuated immediately. Do not take books or any other supplies with you on a fire drill. Each class should form one single line. NO running, talking, or crowding in line. Students should quietly return to class upon signal.

## TORNADO DRILLS

The intermittent ringing of the classroom bells will signal Tornado drills. You are to form a single line and proceed quickly and quietly to the basement hallway. It is important that you be quiet, so that you may hear any instructions that may be given.

You may return quietly to the classroom only when the Superintendent, ~~or~~ Principal, or their designee has released the entire student body, ~~or in their absence, a designated teacher.~~

Teachers shall explain the plan for emergency drills and evacuation to students during the first full week of school.

Teachers shall be familiar with and follow specific arrangements for the evacuation of mobility-impaired individuals and others individuals who may need assistance from staff members to safely exit the building. Teachers shall post the evacuation plan in their classrooms.

## EMERGENCY CLOSINGS

Listen to the following stations for school closings during stormy weather:

KQNK-Norton Radios-Am 1530/FM 106.7  
KKAN-Phillipsburg AM 1490/FM 92.5  
KRVN-Lexington Radio AM 880/FM 93.1  
KSNK-TV Channel 8

KAKE-TV Channel 10  
KOLN-TV-Channel 10/11  
NTV-TV-Channel 13  
KWCH-TV-Channel 12

## SAFETY PRACTICES

All employees shall engage in safe lifting, climbing and carrying practices. Employees shall ask for assistance when needed.

## SECURITY

Any district employee who believes any of the following has occurred at school, on school property or at a school-sponsored activity shall immediately report this information to local law enforcement.

- An act which constitutes the commission of a felony or a misdemeanor; or
- An act, which involves the possession, use, or disposal of explosives, firearms or other weapons as defined in current law.

It is recommended the building administrator also be notified.

## SECURING WORK AREA

Employees are expected to lock or otherwise secure any files, records, safes, tools, vehicles or other district equipment at the close of each workday and other appropriate times.

### *Keys and Access Cards*

The superintendent is responsible for issuing keys and access cards, and for maintaining a current and accurate list of all people who have been issued these items/keys. No keys shall be duplicated without permission. nor shall keys or access cards be loaned to anyone other than the authorized user.

~~Keys should be turned in to the appropriate supervisor when an employee is no longer employed by the district or is assigned to another building. Keys shall not be loaned to anyone.~~ Any lost keys shall be reported immediately to the principal so measures may be taken to maintain safety and security and to protect district property.

Keys and access cards shall be turned in to the appropriate supervisor when an employee is no longer employed by the district or is assigned to another building. An employee's final paycheck may be held until keys, access cards, and other district property are returned to the appropriate supervisor.

### *Crisis Plan*

Information on the availability of the building crisis plan is available in the office.

## **HAZING**

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

A student whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behaviors are found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals may also be referred to law enforcement officials.

## **EQUIPMENT AND SUPPLIES**

### **APPROPRIATE USE OF EQUIPMENT AND SUPPLIES**

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district equipment or supplies for personal use is prohibited without prior permission of the employee's supervisor.

#### *Computers*

Use of or access to district computers and computer software is limited to district employees and students. Use of computers is for the performance of official and approved assignments only. Use of district computer equipment or software for personal projects is prohibited without prior permission of the employee's supervisor.

Only software purchased by the district may be loaded onto district computers. Software licensed to the district shall not be used on computers not owned by the district. District software shall not be copied for personal use.

Employees shall not use electronic communications, including e-mail and the Internet to harass staff, students, or other individuals.

#### *No Right to Privacy*

Employees shall have no expectation of privacy or restricted access to any information generated during the course of their official duties or entered in any district computers. Employees waive any right to privacy in e-mail messages and consent to the access and disclosure of e-mail messages by authorized employees.

Employees shall only use passwords or other encoding or security mechanisms as assigned by the district computer system(s) administrator or other officials designated by the board. The use of a password does not affect the employer's right to monitor. The employer, to ensure the systems are only being used for official purposes, monitors all forms of electronic communications.

### *Ownership*

Computer materials or devices created, as part of any assigned district responsibility undertaken on school time shall be the property of the district. The board's rules governing ownership of employee-produced computer materials are on file with the clerk and are available upon request.

### *Secure Files*

All employees must secure files containing confidential student information.

### *Internet*

Inappropriate use and/or transmission of any material in violation of any United States or state regulation are prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material or material protected by a trade secret.

### *Copying and Duplication*

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of "fair use," as set forth in board policy.

### *Request for Purchases*

Requests for purchases are to be submitted to your building principal for approval. Upon approval, Then the request should be sent to the office of the clerk for issuing of a purchase order. No purchases are to be made without a purchase order.

### *Vehicle Request*

District vehicles can be reserved as part of the calendar request. Call the district office with any questions regarding vehicle requests.

## **CONFLICT OF INTEREST**

District employees are prohibited from engaging in any activity, which may conflict with or detract from the effective performance of their duties. No school employee will enter into a contract for remuneration with the district other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

## **OUTSIDE EMPLOYMENT**

The board reserves the right of exclusive access to the professional services of certified employees in accordance with the terms of the contract.

Certified employees shall not engage in outside employment, which impairs the effectiveness of their instructional service.

## **CRIMINAL CONVICTIONS**

Any employee convicted of a felony or driving under the influence, or who enters a plea of guilty or diversion agreement, must notify the superintendent within five days after the conviction or diversion agreement, before their first day of duty following said conviction or diversion, whichever comes first.

## DISTRICT PROCEDURES

Willful or consistent violation of board policy may result in disciplinary action up to and including termination.

### *Board Policy*

Employees shall be familiar with and follow all policies and regulations established by the board of education.

### *Recruitment*

The superintendent will recruit personnel to fill existing or proposed vacancies and recommend the board hire the most qualified candidate.

### *Contract Procedure*

The offer of an employment contract or renewal of an employment contract shall be presented in duplicate. The certified employee shall sign and return both copies within the time period designated by the superintendent. Upon receipt of the signed copies, the contract will be presented to the board for approval.

### *Resignation*

The following paragraph shall be included as part of the individual contract for each teacher and shall be stated as follows.

The board will accept a teacher's resignation received after the resignation notification date set by state law upon receipt of liquidated damages in the amount of:

1. 1% of the teacher's total contract salary for a resignation received up to 20 calendar days following the resignation notification date set by law, inclusive.
2. 2% of the teacher's total contract salary for a resignation received between the 21<sup>st</sup> through the 40<sup>th</sup> calendar day following the resignation notification date set by law, inclusive.
3. 3% of the teacher's total contract salary for a resignation received between the 41<sup>st</sup> through the 60<sup>th</sup> calendar day following the resignation notification date set by law, inclusive.
4. 4% of the teacher's total contract salary for a resignation received after the 61<sup>st</sup> calendar day following the resignation notification date set by law.

The board reserves the right to waive the required payment while still accepting the resignation.

### *Evaluations*

The board-approved policy and instrument governing evaluation of certified employees is filed in the central office with the clerk of the board.

Evaluation documents on individual employees shall be available to the superintendent and other administrators under whose supervision the certified employee works and others authorized by law.

### *Staff Development*

All plans for staff development involving expenditure of district funds, or which require time away from the employee's assigned responsibilities, shall be approved by the superintendent in advance.

### *Professional Development Council*

All teachers will complete proper registration forms for any conferences approved for their attendance.

## COMPLAINTS/GRIEVANCES

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	<b>Coach</b>	<b>Athletic Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Curriculum/Academic / Instruction	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Discipline	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Facilities	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		
Guidance	<b>Student Success Coord.</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Special Education	<b>Teacher</b>	<b>Principal</b>	<b>NCKSEC</b>	<b>Supt.</b>	<b>Board of Education</b>
Student Concerns	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Computer / Technology	<b>Teacher</b>	<b>Technology Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Transportation	<b>Driver</b>	<b>Transportation Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Custodial / Maintenance	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee.

If the complaint is covered by the grievance procedure, refer to the negotiated agreement or board policy.

Employees are to follow the proper “chain of command” by first contacting your immediate supervisor for resolution of problems. Exceptions may be made if the supervisor is the source of the complaint, for example, in a situation involving sexual or racial harassment (see GAAC or JGEC for details). If neither of these policies apply, employees shall first discuss all concerns with their immediate supervisor before taking additional action.

If the complaint is not covered by the grievance procedures, the complaint shall be in writing; filed within ten (10) days following the offending event, complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent’s decision shall be final.

# CONDUCT

## *Drug Free Schools and Communities Act/Drug Free Workplace*

The unlawful possession, use, or distributions of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

As a condition of employment in the district, employees shall abide by the terms of the board policy on drug free schools/workplace.

Employees shall not unlawfully manufacture, distribute, dispense, sell, possess or use controlled substances in the workplace. Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction, or before their first day of duty following said conviction or diversion, whichever comes first.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment.

The employee shall bear the cost of participation in such program.

This is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, and Subpart F. It is not intended to supplant or otherwise diminish personnel disciplinary actions, which may be taken under existing board policies or the negotiated agreement.

## *Tobacco Free Campus*

Use and/or possession of any tobacco product or nicotine delivery device is prohibited in any district facility; in school vehicles; at school-sponsored, activities, programs, or events; and on school owned or operated property.

Student violations may result in parent/guardian notification, participation in tobacco education program, suspension and/or expulsion from school and/or extracurricular activities, community service, and/or notification of law enforcement.

The following definitions apply to this policy:

- “Nicotine delivery device” means any device that can be used to deliver nicotine or nicotine salts to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.
- “Tobacco product” means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus.
- “Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, and substances used in electronic cigarettes, whether or not they contain nicotine.

All staff members are expected to assist in the enforcement of this policy.

This policy ~~will become~~became effective July 8, 2013 and was updated on July 8, 2019.

This policy shall be in effect twenty-four hours a day, seven days a week without exception.

Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in law or district policies. (See JCDA)

### *Relations with Students*

Employees shall maintain relationships with students, which are conducive to an effective educational environment. Employees shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status.

### *Supervision of Students*

Activities sponsored by the school shall include appropriate supervision.

Teachers are responsible for supervising students during school and at school-sponsored activities.

Students will be under the supervision of appropriate school personnel at all times when they are under the jurisdiction of the school. ~~Activities sponsored by the school shall include appropriate supervision.~~

## **CONFIDENTIALITY**

### *Student Information*

Confidential student information, whether written or oral, shall be handled in a confidential manner and be discussed only with the parents/guardians of the particular student and the appropriate school personnel. Violations of this rule, which violate the privacy rights of students, could result in disciplinary actions being taken against the employee, including termination.

### *Personnel Information*

Confidential personnel information, whether written or oral, shall be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule, which violate the privacy rights of personnel, could result in disciplinary actions being taken against the employee, including termination.

## **SEXUAL HARASSMENT**

### *General Policy*

U.S.D. #212 is committed to providing a positive learning and working environment for its students and employees and will not tolerate sexual harassment or sexual violence. Sexual harassment is illegal and will not be tolerated in the school district. It is a violation of Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, and may constitute sexual harassment abuse under Kansas's statutes. This policy applies to males and females, and includes same sex harassment. This policy is applicable to employees while on school premises and in the discharge of their duties at off-site locations. Sexual harassment of employees or students, vendors, and any other having business or other contact with the school district is strictly prohibited.

No district employee or student shall sexually harass or be sexually harassed, or fail to investigate or refer a complaint of sexual harassment for investigation. Complaints of sexual harassment by employees will be promptly investigated and resolved. Initiation of a complaint of sexual harassment will not adversely affect the job security or status of an employee, nor will it affect his or her compensation or work assignment.

Violation of this policy shall result in disciplinary action, including but not limited to reprimand, probation, demotion, suspension, ~~up to and including~~ termination, or other sanctions as determined appropriate against any employee. Individuals who harass may be held personally liable under civil suits.

### *Definition*

Sexual harassment shall include, but not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, written or physical conduct of sexual nature when:

- (1) ~~(1)~~ submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment;
- (2) (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- (3) (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is demeaning and degrading. It affects an individual's self-esteem, and can have a negative impact on performance at work or in class. It can make an individual feel angry, powerless, and fearful.

Sexual harassment may include, but is not limited to: verbal or written harassment or abuse including teasing, jokes, posters, pictures or cartoons; pressure for sexual activity; repeated remarks with sexual or demeaning implication; unwelcome touching, patting, pinching, hugging, or brushing against another's body; suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises concerning an individual's employment; sexual assault or battery as defined by current law. The fact that someone did not intend to sexually harass an individual is generally not considered a defense to a complaint of sexual harassment. In most cases, it is the effect and characteristics of the behavior that determine if the behavior constitutes sexual harassment.

### *Reporting Incidents*

Anyone may seek advice, information or counseling on matters related to sexual harassment without having to lodge a formal complaint. Most complaints can be resolved through informal procedures. Informal procedures are aimed at stopping the behavior rather than determining guilt. Informal complaints do not have to be in writing and are generally not investigated in depth. The intent of the informal reporting procedure is to provide a simple procedure for a person to lodge a complaint and have it quickly looked into and has the offending behavior stopped. Informal resolution of sexual harassment is strictly voluntary on the part of the complainant.

Any employee may elect to file a formal complaint under the district's discrimination complaint procedure. Official disciplinary action cannot be taken without a formal hearing. Formal complaints must be put in writing and normally addressed to the building principal or compliance coordinator.

Every individual has the right to bypass the normal reporting chain to report sexual harassment directly to the District School Board or Office of Civil Rights.

The confidentiality of the reporting party will be observed to the utmost, provided it does not interfere with the ability to investigate the alleged harassment or to take corrective action.

Retaliation against anyone reporting or thought to have reported sexual harassment behaviors is prohibited. Such retaliation shall be considered a serious violation of the policy and shall be independent of whether a charge or informal complaint of sexual harassment is substantiated. Encouraging others to retaliate also violates this policy.

Examples of retaliation are ridicule, threats, name-calling, withholding of normally disseminated information, adverse effect on job status, security or compensation, or further harassment.

All complaints of sexual harassment are taken seriously. Employees who falsely and maliciously accuse others of sexual harassment shall be disciplined in accordance with district disciplinary procedures.

The following steps should be followed when lodging an informal complaint:

1. Employees who believe they have been subjected to sexual harassment should report the problem to their immediate supervisor. If the employee's immediate supervisor is the alleged harasser, the employee should bypass the supervisor and report the harassment directly to the building principal, Director of Special Education, the Superintendent, or the Board of Education.
2. The person seeking information will be counseled as the options for actions available under policy and will be provided a copy of this policy. They will be informed about resources available, such as videos or books, which provide information regarding sexual harassment. They will be informed that they will have the opportunity to participate in discussions regarding the method of resolving the matter.
3. Informal resolution will be attempted. Resolution may be as simple as conducting refresher training, having a discussion with the alleged offender, or sending a memo to all employees indicating concern about sexual harassment in the district. The alleged offender will not be contacted without permission of the complainant.
4. If the problem is resolved informally, a written summary will be made and kept in a confidential file. The compliance coordinator will follow up within one month to determine whether the victim has been subject to any further sexual harassment or retaliation.
5. If the problem cannot be resolved informally, or is not resolved within 5 workdays, the complainant will be advised of formal complaint procedures. The filing of a written complaint is

required for a matter to be formally investigated. Formal sexual harassment complaints will be in accordance with the district's discrimination complaint procedure.

Any questions regarding the U.S.D. #212 Sexual Harassment Policy should be addressed to the Superintendent, 512 W. Bryant, Almena, KS 67622, 785-669-2445.

## **DISCRIMINATION COMPLAINTS**

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. Superintendent of Schools U.S.D. #212, 512 W Bryant St., Almena, KS 67622, (785) 669-2445 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990. Complaints of -discrimination should be addressed to an employee's supervisor or to the compliance coordinator. Complaints of discrimination against the superintendent should be addressed to the board of education or compliance coordinator. Complaints of discrimination will be resolved using the district's discrimination complaint procedure.

## **HEALTH**

### *School Nurse*

We have the services of a school nurse one day a week.

### *Blood Borne Pathogens*

The exposure control plan for blood borne pathogens is available for review from the school nurse. All staff receives the training and equipment necessary to implement the plan.

### *Communicable Diseases*

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so a proper reporting may be made as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students.

The employee shall be allowed to return to duty upon recovery from the illness, when authorized by the employee's physician or by the health assessment team.

The board reserves the right to require a written statement from the employee's physician indicating the employee is free from all communicable disease symptoms.

### *Health Examinations*

As a condition to entering or continuing employment, certified employees must present a district approved form to the clerk, completed by a health care professional, which states "that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established." If at any time there is a reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. (K.S.A. 72-5213)

The board reserves the right to have any employee examined at any time by a physician of the board's choice to determine if the employee is able to fulfill and perform the obligations of employment and to abide by and implement the policies and rules of the board. The costs of any examination required will be borne by the board.

# MEDICATIONS, ADMINISTERING

## Supervision of Medication

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drug and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized.

In certain circumstances, when medication is necessary in order that the student remain in school, the school may cooperate with the parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication, or the parent if it is a non-prescription medication, must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parent(s) must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability.

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parent(s).

The medication shall be examined by the school employee administering the medication to determine that it appears to be in the original container, properly handled, and to be properly authorized by the written order of a licensed medical person. Two containers, one for home and one for the school should be requested from the pharmacist. Only oral medications should be administered, except in emergency situations.

Any changes in types of drugs or dosage and/or time of administration should be accompanied by new physician and parent permission signatures with a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medications requiring refrigeration.

Medications should be inventoried every semester. Out of date stock should be returned to parent or destroyed.

Over the counter medications should not be maintained on any school premises, including athletic areas, unless written parent permission to administer is obtained.

The building administrator may choose to discontinue the administration of medication provided that the parent(s) or medical people are notified in advance of the date and of the reasons for discontinuance.

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering, and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

## Student Self-Administration of Medications

The self-administration of medication is allowed for eligible students in grades K-12. As used in this policy, medication means a medicine for the treatment of anaphylaxis or asthma including, but not limited to, any medicine defined in current federal regulation as an inhaled bronchodilator or auto-injectable epinephrine.

Self-administration is the student's discretionary use of an approved medication for which the student has a prescription or written direction from a health care provider.

As used in this policy, health care provider means a physician licensed to practice medicine and/or surgery, an advanced registered nurse practitioner, or a licensed physician assistant who has authority to prescribe drugs under the supervision of a responsible physician.

### *Eligible to Self-Administer Medication*

An eligible student shall meet all the following requirements:

1. A written statement from the student's health care provider stating the name and purpose of the medication(s).
2. The prescribed dosage.
3. The time the medication is to be regularly administered.
4. Any additional special circumstances under which the medication is to be administered.
5. The length of time for which the medication is prescribed.
6. The student shall also demonstrate to the health care provider or the provider's designee and the school nurse or the nurse's designee the skill level necessary to use the medication and any device that is necessary to administer the medication as prescribed. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

### *Authorization Required*

The health care provider shall prepare a written treatment plan for managing the student's asthma or anaphylaxis episodes and for medication use by the student during school hours. The student's parent or guardian shall **annually** complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student's health care provider. Permission forms shall be updated during the enrollment or as needed.

### *Employee Immunity*

All teachers responsible for the student's supervision shall be notified that permission to carry medication and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees and agents are not liable for damage, injury or death resulting directly or indirectly from the self-administration of medication.

### *Waiver of Liability*

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees and agents incur no liability for damage, injury or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify and hold the schools and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

The parent or guardian of the student shall sign a statement acknowledging that the school incurs no liability for any injury resulting from the self-administration of medication and agreeing to indemnify and hold the school and its employees and agents harmless against any claims relating to the self-administration.

### *Additional Requirements*

1. The school district shall require that any backup medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency.
2. The school district shall require that all necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency.
3. Eligible students shall be allowed to possess and use approved medication at any place where the student is subject to the jurisdiction or supervision of the school district and its officers, employees or agents.
4. The board may adopt policy or handbook language, which imposes additional requirements relating to the self-administration of medication allowed for in this policy. The board may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

## **HAZARDOUS WASTE**

When hazardous waste material is produced in a class, or is otherwise located in the district, its disposal shall be in accordance with state and federal laws, rules and regulations.

No employees shall bring hazardous material to school without the prior approval of the principal. Such material shall be in an appropriate container and properly labeled.

If an employee discovers waste material, which is or may be hazardous, he/she should notify his/her supervisor immediately.

Hazardous waste must be placed in an appropriate container affixed with a hazardous waste label, which lists the specific contents. Unlabeled containers, whose contents are undetermined, which may contain hazardous substances, shall not be put in trash containers.

All hazardous wastes must be properly labeled and stored appropriately until they can be disposed of properly. Placing them in trash containers or the sewer system is not an acceptable disposal method.

### *Asbestos*

All Friable Asbestos-containing materials have been removed from Northern Valley Schools. Any remaining asbestos is in a non-friable state. In accordance with E.P.A. Rules and Regulations, all non-friable material will be repaired as it deteriorates or it is physically damaged.

If anyone would like more information regarding the specific location of this material, or a copy of the E.P.A. regulations relevant to this matter, you may contact the office of the Superintendent of Schools at 512 W Bryant, Almena, Kansas 67622.

### *Pest Control*

The district periodically applies pesticides inside buildings. Information regarding the application of pesticides is available from the head custodian.

## **SPECIAL EDUCATION INFORMATION**

Individuals with Disabilities Education Improvement Act of 2004 was reauthorized by Congress and signed by President Bush on December 3, 2004. The legislation basically amended the 1997 IDEA that was the cornerstone of federally mandated services for disabled students. Special education categorical areas include autism, deaf-blindness, deafness, hearing impairment, mental retardation, multiple disabilities, orthopedic impairment, other health impairment, emotional disturbance, specific learning disability speech or language impairment, traumatic brain injury, visual impairment and blindness, early childhood disabilities and gifted.

The Individuals with Disabilities Education Act provides for a free, appropriate public education for all disabled students. The foundation of IDEA is its requirement that schools develop an Individualized Education Program (IEP) for each disabled student. The IEP requirement combines the evaluation of disabled students with the achievement of specific goals. The student's parents, school administrators, and regular and special education teachers working together typically set these goals.

The North Central Kansas Special Education Cooperative Interlocal #636 will continue to provide special education programs and services to all exceptional children. The NCKSEC consist of eleven Unified School Districts as follow: #110 Thunder Ridge, #211-Norton, #212-Northern Valley, #237-Smith Center, #269-Palco, #270-Plainville, #271-Stockton, #325-Phillipsburg, #326-Logan, #392-Osborne, and #399-Natoma.

The purpose of the NCKSEC is to identify all students in the eleven participating districts who are eligible for and need special education services. Special programs and services are then provided to assist these students in reaching their potential. All these services must meet the requirements and specifications stated in federal and state statues and further clarified in the Kansas Special Education Process Handbook. Additionally, the NCKSEC must make assurances in the provision of these services. These assurances include confidentiality of student records, provision of student's and parent's due process rights, nondiscriminatory and multi-

disciplinary evaluations, and provision of services in the least restrictive environment of most normal setting to the maximum extent appropriate.

If anyone believes that a child may qualify for and need any of these services, please contact any building administrator in any of the thirteen districts or Deb Reha, Director for the North Central Kansas Special Education Cooperative Interlocal #636, 205 F Street Suite 235, PO Box 369Phillipsburg, KS 67661-0369 (785-543-2149).

## **STUDENT PRIVACY RIGHTS**

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by district employees is confidential, and state and federal law limits its release; for example, driver record and vehicle registration information, information obtained pursuant to Department of Children and Families interventions, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employees who may need such information for an education purpose in connection with their duties and to authorized persons or agencies only in accordance with law, district policies, and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor or otherwise be required to release the information under law or court order. In all cases, the employee's immediate supervisor shall immediately be informed, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies, the negotiated agreement, and district procedures. Disciplinary action may include penalties, up to and including, termination.

## **STUDENT LIST FOR ATHLETICS AND/OR SCHOOL SPONSORED ACTIVITIES**

All coaches and/or sponsors of any event that requires students to miss a class needs to provide a list of students to all staff members no less than four school days prior to the event. All coaches and/or sponsors of any event that requires students to miss more than two class periods must obtain the sign-off sheet from the office indicating which students have had their hand-books signed-off and are permitted to attend. For no reason shall a student who is not checked-off by the office be permitted to attend the event.

**NORTHERN VALLEY USD #212: CALENDAR REQUEST FORM**

TRAINING/CONFERENCE \_\_\_\_\_

DATE REQUEST SUBMITTED \_\_\_\_\_ DATE OF EVENT \_\_\_\_\_

TIME \_\_\_\_\_ LOCATION \_\_\_\_\_

VEHICLE NEEDED: VAN \_\_\_\_\_ CAR \_\_\_\_\_ SUBURBAN \_\_\_\_\_ BUS \_\_\_\_\_

LEAVING TIME \_\_\_\_\_ REQUESTED BY \_\_\_\_\_

PLEASE REGISTER ME FOR THIS TRAINING/CONFERENCE (ATTACH REGISTRATION INFORMATION)

I ALREADY REGISTERED FOR THIS TRAINING/CONFERENCE (ATTACH REGISTRATION)

I WILL NOT BE STAYING OVERNIGHT

I NEED A HOTEL RESERVATION FOR THE FOLLOWING DATES: CHECK-IN \_\_\_\_\_  
CHECK-OUT \_\_\_\_\_ HOTEL PREFERENCE \_\_\_\_\_

I MADE MY OWN HOTEL RESERVATION (INCLUDE HOTEL INFORMATION)

PRINCIPAL'S SIGNATURE \_\_\_\_\_

ALL PROFESSIONAL DEVELOPMENT/TRAINING/CONFERENCES MUST BE APPROVED BY SUPERINTENDENT

APPROVED

DENIED

REASON FOR DENIAL \_\_\_\_\_

SUPERINTENDENT'S SIGNATURE \_\_\_\_\_

BUDGET CODE \_\_\_\_\_

ANY REQUEST SUBMITTED LESS THAN 10 SCHOOL DAYS PRIOR TO AN EVENT INVOLVING STUDENTS WILL NOT BE APPROVED UNLESS THERE ARE EXTENUATING CIRCUMSTANCES.

TRIPS NOT INVOLVING STUDENTS NEED TO BE SUBMITTED 5 SCHOOL DAYS PRIOR TO EVENT. ANY REQUEST SUBMITTED LESS THAN 5 DAYS PRIOR TO THE EVENT MAY NOT BE APPROVED IF A SUBSTITUTE OR VEHICLE IS NOT AVAILABLE, UNLESS THERE ARE EXTENUATING CIRCUMSTANCES.

NOTE: Please fill out this report showing the date, time and reason you will be gone. If you will need a substitute, show the time you will need to have covered. Have the sheet signed by the administrator approving the absence. In the event of an unforeseen absence, **YOU** are required to fill out the sheet upon your return, sign the form and give it to your building secretary. Paid Time Off will not be allowed on those days immediately preceding or following breaks without prior board approval.

**USD #212 ABSENTEE FORM**

NAME: \_\_\_\_\_

DATE/DATES OF ABSENCE: \_\_\_\_\_

TOTAL NUMBER OF DAYS: \_\_\_\_\_

**Enter a number on this line from those shown in red in the list below.**

ADMINISTRATIVE APPROVAL: \_\_\_\_\_

Gone From: \_\_\_\_\_ O'clock      Until: \_\_\_\_\_ O'clock      **less 30 minute lunch**

*If you are gone during your normal 30 minute lunch period, you do not need to count that time in leave used.*

**If you are gone a full day YOU ARE GONE A FULL DAY; you cannot count 30 minutes off for lunch!!!**

.5 hr	0.0625	2.5 hr	0.3125	4.5 hr	0.5625	6.5 hr	0.8125
1 hr	0.125	3 hr	0.375	5 hr	0.625	7 hr	0.875
1.5 hr	0.1875	3.5 hr	0.4375	5.5 hr	0.6875	7.5 hr	0.9375
2 hr	0.25	4 hr	0.50	6 hr	0.75	8 hr	1.00

I will need a **Substitute** to cover from: \_\_\_\_\_ O'clock      to: \_\_\_\_\_ O'clock

**This should be the time you have contact with your students.**

**Reason for Absence (check one)**

Paid Time Off (PTO): \_\_\_\_\_

Without Pay: \_\_\_\_\_

Bereavement: \_\_\_\_\_ Relationship: \_\_\_\_\_

Professional: \_\_\_\_\_ Event: \_\_\_\_\_

Inservice: \_\_\_\_\_ Event: \_\_\_\_\_

**(requires an Appendix C form)**

Vacation: \_\_\_\_\_ *(12 month Employees only)*

Substitute: \_\_\_\_\_

Sub contracted for: 1/2 day      3/4 day      all day      by: \_\_\_\_\_

**(For Sub Teachers only - Secretaries circle one)**      Secretary signature

Lesson Plans/Material Available for Substitute:      Yes: \_\_\_\_\_      No: \_\_\_\_\_

Substitute's work was:      Excellent: \_\_\_\_\_      Satisfactory: \_\_\_\_\_      Unsatisfactory: \_\_\_\_\_

Comments: \_\_\_\_\_

Signed: \_\_\_\_\_      Date: \_\_\_\_\_

**NORTHERN VALLEY SCHOOL**  
**REQUEST FOR PURCHASE ORDER**

TEACHER \_\_\_\_\_

DATE \_\_\_\_\_

Items Requested:

Name & Address of Vendor:  
(include telephone and fax)

Have items been ordered/purchased:      Yes      No

Cost:

Department:

Check made payable to:

Payment due by:

---

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Reason \_\_\_\_\_

Account Code \_\_\_\_\_

Date: \_\_\_\_\_



**NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF NON-PRESCRIPTION DRUGS**

Name of Student \_\_\_\_\_ School: \_\_\_\_\_

Grade: \_\_\_\_\_ Teacher: \_\_\_\_\_

Medication (s): \_\_\_\_\_

Dosage: \_\_\_\_\_ Date Started: \_\_\_\_\_

Time of day medication is to be given: \_\_\_\_\_

\_\_\_\_\_



I hereby give my permission for \_\_\_\_\_ to take the above medication(s) at school as ordered. I understand that it is my responsibility to furnish this medication. I further understand that any school employee who administers any drug or nonprescription medication pursuant to parental written request to my student in accordance with written instructions from the physician or dentist shall not be liable for damages as a result of an adverse medication reaction suffered by the student because of administering such medication.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian

NOTE: The medication(s) is to be brought to school in the original container appropriately labeled by the pharmacy or physician stating the name of the medication(s), the dosage, and time to be administered.

**NORTHERN VALLEY USD #212: PARENT PERMISSION FOR SELF-MEDICATION OF PRESCRIPTION DRUGS**

Name of Student \_\_\_\_\_ School: \_\_\_\_\_

Grade: \_\_\_\_\_ Teacher: \_\_\_\_\_

Medication (s): \_\_\_\_\_

Dosage: \_\_\_\_\_ Date Started: \_\_\_\_\_

Conditions under which the medication is to be given:

\_\_\_\_\_

Any additional circumstances under which the medication is to be given:

\_\_\_\_\_

Length of time medication is to be administered:

\_\_\_\_\_

I hereby give my permission for \_\_\_\_\_ to administer the above medication(s) at school as ordered. I understand that it is my responsibility to furnish this medication. I acknowledge that the school incurs no liability for any injury resulting from the self-administration of medication and agree to indemnify and hold the school, its employees, and agents harmless against any claims relating to the self-administration of such medication.

**My child has been instructed on self-administration of the medication(s) and is authorized to do so in school.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian  
(NOTE: Parental permission must be renewed annually)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Health Care Provider

NOTE: The medication(s) is to be brought to school in the original container appropriately labeled by the pharmacy or physician stating the name of the medication(s), the dosage, and time to be administered.

**NORTHERN VALLEY USD 212: PHYSICIAN PERMISSION FOR DISTRICT  
ADMINISTERING OF MEDICATION**

School: \_\_\_\_\_

Medication(s) to be Given at School

Name of Student: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Physician's Name: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_

Physician's Phone: \_\_\_\_\_

Medication(s): \_\_\_\_\_ Prescribed by: \_\_\_\_\_

Dosage: \_\_\_\_\_ Time to be Given: \_\_\_\_\_

Duration of Orders: \_\_\_\_\_

---

Date	Time	Dosage	Administered by (signature)	Comments
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

# NORTHERN VALLEY USD #212: ACCIDENT REPORT FORM

Employees must notify the employer within 10 days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from your supervisor or the district office.

Employer:

Your Name:

Your Home Address:

Your Home Phone Number:

Social Security Number:

Date of Accident:

Time of Accident:

In your own words, describe what happened:

What physical problems are you experiencing as a result of this injury?

Did you report this injury to your supervisor?

If not, why not?

Date reported:

Supervisor's Name:

Were you working at your regular job at the time of injury?

If not, please explain?

Were there any witnesses?

If yes, who?

Did you go to the hospital or clinic?

Address of the hospital/clinic:

Name of treating physician:

Additional comments:

Date:

Signature:

**NORTHERN VALLEY USD #212: INCIDENT REPORT**

NOTE: Email or send a written copy of this form when sending a student to the office:

Student: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

Nature of Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Repeat Offense: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
(Note: for repeat offenses of minor violations please attempt at least two interventions before referring the student to the office)

If yes, what step(s) have you taken?

Telephone Contact: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_

Student/Teacher Conference: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_

Parent/Student/Teacher Conference: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_

Northern Valley  
USD 212



K – 12 Handbook

Approved by the USD 212 Board of Education on  
July 12, 2021

## WELCOME TO NORTHERN VALLEY

Dear Students:

Welcome back for a new school year. The Northern Valley staff, administration, and board of education are committed to providing a positive and safe learning environment for all students. Our goal is for students to be successful in school and life after school. You and your parents are an important part of this educational team. In order for you to be successful you need to come to school ready to learn, go to class on time, work hard to get good grades, and follow the guidelines in this handbook.

The contents of this Student Handbook include important guidelines that help us operate effectively. For K-12<sup>th</sup> grade students, please take the time to review the handbook section of your planner so that all of us have a common understanding of what is expected and operate within those guidelines. This planner also serves as an organizational tool and you are encouraged to use the calendar pages to note assignments, projects and tests you should be prepared for. Because it also serves as a hall pass, it would be beneficial that you carry it with you throughout the day.

Northern Valley Schools will provide you with many opportunities to learn and enjoy your educational experience and we encourage you to get involved academically and socially. Your involvement in various groups or teams will help you to understand how to work with others and will enable you to build positive relationships. Research shows that involvement with activities outside of the classroom helps students with their interest in school and eventual graduation.

We expect students to strive for excellence in their studies and to make positive contributions to our school and our community. Don't take classes just because they are easy, take them because they could be beneficial to your future. As an educational team, we are here to provide the best education possible. You need to remember that you are an equally important part of this team and it is important that you take the responsibility to ask questions and seek extra help when you don't understand.

The cornerstone of any successful school community is the concept of mutual respect for others in the community. We have over 100 teachers, staff, and students sharing an environment at the same time. Therefore, your actions must be consistent with the rules and must not infringe on the rights, safety, and respect for others.

Our hope is that you will always strive to be the best student and person you can be. The Northern Valley Educational Team is looking forward to many successes this coming year. If there is anything that we can help you with as you pursue your educational goals, please let us know. We wish you the best this year and let's show that HUSKY PRIDE!

GO HUSKIES!

## **CITIZENSHIP STATEMENT**

### **AT NORTHERN VALLEY, I HAVE THE RIGHT...**

**TO BE TREATED WITH RESPECT BY EVERY PERSON,  
TO FEEL SAFE AND TO BE SAFE, TO BE HEARD, REGARDLESS OF WHO I AM,  
TO EXPECT THAT OTHERS WILL RESPECT MY RIGHTS,  
TO EXPECT MY PERSONAL PROPERTY WILL BE RESPECTED,**

### **IN RETURN, I HAVE THE RESPONSIBILITY....**

**TO RESPECT THE SPACE, THE PROPERTY, AND THE PERSON OF EVERYONE ELSE,  
TO UNDERSTAND AND TOLERATE DIFFERENCES IN OTHER PEOPLE,  
TO GIVE TO OTHERS ALL THE SAME RIGHTS I DEMAND FOR MYSELF.**

**NO ONE WILL INTERFERE WITH ANYONE ELSE'S RIGHT TO LEARN.**

## **PHILOSOPHY OF EDUCATION**

The Board of Education of Northern Valley Schools, U.S.D. #212, believes that each individual child should be provided with an educational program that is best suited to meet the needs and interests of that individual, and provide opportunity for learning experiences designed to promote behavioral change and maturation that will effect continuing satisfactory adjustment to life.

In practical application of this philosophy, opportunities shall be provided each student to develop individually and to mature to his/her natural limits in terms of his/her own abilities and interest; to develop his or her ability to vote intelligently, hold office, contribute to his economic well-being, keep informed of the changing world and environment around him/her, use his/her leisure time wisely and constructively, and understanding for the necessity of due process.

We, therefore, believe that the development of an educational program should be an evolutionary process under constant evaluation dedicated to providing experiences relevant to the demands of the modern society.

## **NORTHERN VALLEY USD #212 DISTRICT WIDE GOALS**

1. DEVELOP SKILLS IN READING, WRITING, SPEAKING, AND LISTENING.
  - A. Develop ability to communicate ideas and feelings effectively.
  - B. Develop skills in oral and written English.
2. LEARN HOW TO EXAMINE AND USE INFORMATION.
  - A. Develop ability to examine information constructively and creatively.
  - B. Develop ability to use scientific methods.
  - C. Develop reasoning abilities.
  - D. Develop skills to think and proceed logically.
3. DEVELOP SKILLS IN MATHEMATICS AND SCIENCE.
  - A. Develop ability to apply skills in real-life experiences.
  - B. Develop a fund of information and concepts.
  - C. Develop special interests and abilities.
4. DEVELOP GOOD CHARACTER AND SELF-RESPECT.
  - A. Develop moral responsibility and a sound ethical and moral behavior.
  - B. Develop the student's capacity for constructive discipline in work, study, and play.
  - C. Develop moral and ethical sense of values, goals, and processes of free society.
  - D. Develop standards of personal character and ideas.
5. DEVELOP PRIDE IN WORK AND A FEELING OF SELF-WORTH.
  - A. Develop a feeling of student pride in achievements and progress.
  - B. Develop self-understanding and self-awareness.
  - C. Develop the student's feeling of positive self-worth, security, and self-assurance.
6. LEARN HOW TO BE A GOOD CITIZEN.
  - A. Develop an awareness of civic rights and responsibilities.
  - B. Develop attitudes for productive citizenship in a democracy.
  - C. Develop an attitude of respect for personal and public property.
  - D. Develop an understanding of the obligations and responsibilities of citizenship.
7. DEVELOP A DESIRE FOR LEARNING NOW AND IN THE FUTURE.

- A. Develop intellectual curiosity and eagerness for lifelong learning.
  - B. Develop a positive attitude toward learning.
  - C. Develop a positive attitude toward continuing independent education.
8. PRACTICE AND UNDERSTAND THE IDEAS OF HEALTH AND SAFETY.
    - A. Establish an effective, individual, physical fitness program.
    - B. Develop an understanding of good physical health and well being.
    - C. Establish sound personal health habits and information.
    - D. Develop a concern for public health and safety.
  9. UNDERSTAND AND PRACTICE DEMOCRATIC IDEAS AND IDEALS.
    - A. Develop loyalty to American democratic ideals.
    - B. Develop patriotism and loyalty to ideas of democracy.
    - C. Develop knowledge and appreciation of the rights and privileges in our democracy.
    - D. Develop an understanding of our American heritage.
  10. APPRECIATE CULTURE AND BEAUTY IN THE WORLD.
    - A. Develop abilities for effective expression of ideas and cultural appreciation – fine art.
    - B. Cultivate appreciation for beauty in various forms.
    - C. Develop creative self-expression through various media - art, music, writing, etc.
  11. GAIN INFORMATION NEEDED TO MAKE JOB SELECTIONS
    - A. Promote self-understanding and self-direction in relation to student’s occupational interests.
    - B. Develop the ability to use information and counseling services related to the selection of a job.
    - C. Develop knowledge of specific information about a particular vocation.
  12. LEARN HOW TO USE LEISURE TIME.
    - A. Develop ability to use leisure time productively.
    - B. Develop a positive attitude toward participation in a range of leisure time activities – physical, intellectual, and creative.
    - C. Develop appreciation and interest, which will lead to wise and enjoyable use of leisure time.
  13. LEARN HOW TO BE A GOOD MANAGER OF MONEY, PROPERTY, AND RESOURCES.
    - A. Develop an understanding of economic principles and responsibilities.
    - B. Develop ability and understanding impersonal buying, selling, and investments.
    - C. Develop skills in management of natural and human resources and the environment.
  14. UNDERSTAND AND PRACTICE THE SKILLS OF FAMILY LIVING.
    - A. Develop understanding and appreciation of the principles of living in the family group.
    - B. Develop attitudes leading to acceptance of responsibilities as family members.
    - C. Develop an awareness of future family responsibilities and achievement of skill in preparing to accept them.
  15. LEARN TO RESPECT AND GET ALONG WITH PEOPLE WITH WHOM WE WORK AND LIVE.
    - A. Develop appreciation and respect for the worth and dignity of individuals.
    - B. Develop respect for individual worth and understanding of minority opinions and acceptance of majority decisions.
    - C. Develop a cooperative attitude toward living and working with others.
  16. LEARN ABOUT AND TRY TO UNDERSTAND THE CHANGES THAT TAKE PLACE IN THE WORLD
    - A. Develop ability to adjust to the changing demands of society.
    - B. Develop an awareness of and the ability to adjust to a changing world and its problems
    - C. Develop understanding of the past, identify with the present, and the ability to meet the future.
  17. DEVELOP SKILLS TO ENTER A SPECIFIC FIELD OF WORK.
    - A. Develop abilities and skills needed for immediate employment.
    - B. Develop an awareness of opportunities and requirements related to a specific field of work.
    - C. Develop an appreciation of good workmanship.
  18. LEARN HOW TO RESPECT AND GET ALONG WITH PEOPLE WHO THINK, DRESS, AND ACT DIFFERENTLY
    - A. Develop an appreciation for and an understanding of other people and other cultures.
    - B. Develop an understanding of political, economic, and social patterns of the rest of the world, nations, and cultures.
    - C. Develop awareness of the interdependence of races, creeds, nations, and cultures.
    - D. Develop an awareness of the processes of group relationships.

## AN EQUAL EMPLOYMENT EDUCATION OPPORTUNITY AGENCY

Northern Valley Schools, U.S.D. #212 does not discriminate on the basis of sex, race, color, national origin, handicap, or age in admissions or access to, or treatment or employment in its programs or activities. Any questions regarding the Department's compliance with Title VI, Title IX, or section 504 may be directed to the Title IX Coordinator, who can be reached at 785-669-2445, 512 W. Bryant, Almena, KS 67622, or to the Assistant Secretary for Civil Rights, U.S. department of Education.

### FACULTY & STAFF

#### OFFICE STAFF

Ken Tharman .....	Superintendent & HS Principal
Marvin Gebhard.....	Pre-K – 8 Principal
Lidia Knapp .....	Clerk
Nicole Simeon .....	Treasurer & HS Secretary
Sommer Yocum.....	Junior High Secretary
Sheri Sammons.....	Elementary School Secretary

#### TEACHING STAFF

Jim Cole .....	K – 12 PE / Junior High Athletic Director
Mitch Pugh.....	JH/HS Social Science
Amy McKinney .....	9-12 Computers & Business
Hannah Mongeau.....	9-12 English
Jessie Thalheim.....	5 – 8 Science / HS Activities Director
Emily Lowry.....	6- 12 Math
Sarah Rudd.....	HS Vocal & 5-12 Instrumental / HS Technology
Cindy Mordecai .....	6-8 Language Arts / K – 8 Vocal
Alissa Krafft.....	9-12 Vocational Agriculture & FFA / FACS
Jessica Reeves.....	9-12 Science / Student Success Coordinator
Sandra Dole .....	Preschool
Angie Knuth.....	Kindergarten
Tammy Vincent .....	First Grade
Katie Grote.....	Second Grade
Jill Gebhard.....	Third Grade
Amy Chandler.....	Fourth Grade
Kirsten Baird.....	Fifth Grade
Kelli Hueneke .....	PreK-6 <sup>th</sup> Title I/At Risk
Terry Logemann .....	5-12 Interrelated Teacher
Tami Dubois .....	K-4 <sup>th</sup> Interrelated Teacher
John Vincent .....	Library Media Tech
Brandi Shelton .....	Nurse
Ryan Hopkins .....	Technology Coordinator

#### CUSTODIANS

Hal Hansen (ES)  
Julie Hilburn (JH)  
Noah Hansen (HS / Almena Maint.)

#### CAFETERIA STAFF

Becky Delimont, Food Service Supervisor & Cook  
Monica Bach, Cook  
Jacque Horacek, Cook

#### BOARD MEMBERS

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

#### SCHOOL TELEPHONE NUMBERS

Almena High School – 785-669-2445  
Long Island Junior High School – 785-854-7681  
Almena Elementary School – 785-664-2446

## WEBSITE

The districts website offers a wealth of information about the district including articles of school events happening K-12. Make sure you regularly visit: [www.nvhuskies.org](http://www.nvhuskies.org)

## SCHOOL CLOSING/STORM ROUTES

Listen to the following stations for school closings during stormy weather:

KQNK – Norton Radio – AM 1530/FM 106.7  
KKAN/KQMA – Phillipsburg Radio – AM 1490/FM92.5  
KRVN – Lexington Radio – AM 880/FM 93.1  
KSNK – TV Channel 8  
NTV – TV – Channel 13  
KOLN – TV – Channel 11  
KAKE – TV – Channel 10  
KWCH – TV – Channel 7

## HANDBOOK PURPOSE

A handbook exists for those who need to have guidelines and rules written down and for those times when we all need to have a reference to look up information about the school.

The content of the handbook has been determined by what students and faculty need. This handbook has been approved by the USD 212 Board of Education and is an extension of district policy.

## PLANNER USE

9<sup>th</sup>-12<sup>th</sup> planners will be used when students are missing part of or all of two or more class periods a day for school activities. When a student is going to be gone to a school event or activity and will miss part of or all of two or more class periods, the student is required to get the planner signed by the teacher from each class they will be missing. Students will then present their planner to the sponsor or coach prior to leaving (procedure for checking planners will be determined by the coach or sponsor). This is to insure students are not missing assignments as a result of school related activities. Failure to do any of these steps will result in the student being unable to attend the event or activity. Teachers should only sign planners when students have completed the work they will be missing or have made arrangements with the student to make up missed work.

## PASSES OR PERMITS

6<sup>th</sup>-12<sup>th</sup> Students must have a signed pass when they are in the halls during class time. It is preferred that students use the hall passes in their planners. Permits and special passes for yearbook and teacher assistants may be made by the teachers or sponsors. **A student leaving the building or school grounds must have permission from the office.**

## INCLUSION STATEMENT

Areas of concern not specifically addressed in this book are not to be assumed as permitted. In other words, it may not be written down here, but that doesn't imply it is allowed.

## FRIABLE ASBESTOS CONTAINING MATERIAL

All Friable Asbestos-containing materials have been removed from Northern Valley Schools. Any remaining Asbestos is in a non-friable state.

In accordance with EPA Rules and Regulations, all non-friable material will be repaired as it deteriorates or it is physically damaged. If anyone would like more information regarding the specific location of this material, or a copy of the EPA regulations relevant to this matter, you may contact the office of the Superintendent of Schools at 512 W. Bryant, Alma, Kansas.

## STUDENT GRIEVANCE PROCEDURES

The Board of Education has adopted the following resolution relating to Grievance Procedures, which includes the American with Disabilities Act:

- A. The Local Education Agency recognizes the right of students to express their grievances, and to seek a solution concerning disagreements arising from differences of interpretation of policy, which might arise between the LEA and its students.
- B. The procedures for processing grievances shall be as follows:
  1. Should a grievant or the representative find, after oral discussion with the principal, that Grievant rights under LEA Policy have been violated, they may originate a grievance. The grievant and/or the representative shall,

within 20 days of the date the grievance occurred, present the facts, in writing, to the principal. The decision of such official shall be made in writing, to the grievant within ten (10) working days.

2. Should the grievant decide that the reply of the principal is unsatisfactory, the grievant shall, within ten (10) working days, submit an appeal to the chief school officer. The decision of the chief school officer shall be made in writing, to the grievant or the representative within ten (10) working days.
3. Should the grievant decide the reply of the chief school officer is unsatisfactory, the matter may be appealed, within ten (10) working days, to a grievance Committee which shall be established as follows:
  - a. The grievant or the representative may designate one (1) member.
  - b. The chief school officer or the representative shall appoint one (1) member.
  - c. The two members appointed, as provided in (a) and (b) above, shall agree upon a third member.
  - d. In the event the grievant representative and the LEA representative cannot agree upon a third member of the Grievance committee within a period of ten (10) working days the President of the local board shall designate a third member.
  - e. The Grievance Committee as provided in “c”, shall meet within a period of ten (10) working days after the appointment of the third member of the Committee and a set decision of the grievance Committee may be reached upon the concurrence of any two (2) of the three members.
  - f. The Grievance Committee shall keep a complete record of any hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete transcript of any testimony taken. Upon rendering its decision, the complete record shall be filed in the office of the chief school officer and shall be available to the grievant, the Grievant representative or the LEA’s representative.
4. In the event the decision of the grievance Committee is unsatisfactory to either the grievant or the chief school officer, either may, within ten (10) days after receipt of the decision of the grievance committee, file a written notice of appeal to the Local Board of Education.
5. Upon receipt of the notice of appeal, the President of the local board shall cause the transcript of the hearing before the Grievance committee to be filed with the local Board of Education who shall review such record. The decision of the local board of Education, upon such review, shall be final.
6. If the decision is deemed unsatisfactory by the complainant(s), a complaint of alleged Discrimination may be filed with the:

Kansas Commission of Civil Rights  
214 West 6<sup>th</sup>  
Topeka, KS 66603

Equal Employment Opportunity  
12 Grand Building  
1150 Guard  
Kansas City, MO 64106

Department of Health, Education  
and Welfare  
Office for Civil Rights  
324 East 11<sup>th</sup> St  
Kansas City, MO 64106

### **ADA, OCR, VOC/ED GUIDELINES**

#### **Civil Right Comprehensive Notification for Northern Valley Schools**

In compliance with the Executive Order 11246; Title II of the Education Amendments of 1976; Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Title IX Regulation Implementing Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; ADA, and all other Federal, State, School Rules, laws, regulations, and policies, the Northern Valley Schools, Alma, Kansas 67622, shall not discriminate on the basis of sex, race, color, national origin, or handicap in the educational programs or activities, which it operates.

It is the intent of Northern Valley Schools, Alma, Kansas 67622, to comply with both the letter and spirit of the law in making certain discrimination does not exist in its policies, regulations, and operations. Grievance procedures for Title IX and Section 504

have been established for students, their parents, and employees who feel discrimination has been shown by the local education agency.

Specific complaints of alleged discrimination under ACA, Title IX (sex) and Section 504 (handicap) should be referred to:

TITLE IX COORDINATOR  
Ken Tharman  
Almena, KS 67622  
785-669-2445

SECTION 504 & ADA COORDINATOR  
Ken Tharman  
Almena, KS 67622  
785-669-2445

ADA, Title VI, Title IX, and Section 504 complaints can also be filed with the Regional Office for Civil Rights. Address Correspondence to:

Regional Office for Civil Rights  
324 East 11<sup>th</sup>  
Kansas City, MO 64106

All students attending Northern Valley Schools, Almena, KS 67622 may participate in education programs and activities, including, but not limited to health, physical education, music, and vocational and technical education regardless of race, color, national origin, age, handicap, or sex.

### **KANSAS STATE DEPARTMENT OF EDUCATION COMPLAINT RESOLUTION PROCEDURES**

Under 34 CFR 299.10 to 299.12;

1. Any organization or individual may file a written, signed complaint with the Commissioner of Education, 120 East Tenth Street, Topeka, KS, 66612, alleging that the state or a school district or consortium of school districts is violating a federal statute or regulation that applies to any of the following programs:
  - Part A of Title I (Improving Basic Programs Operated by Local Education Agencies),
  - Part B of Title I (Even Start Family Literacy Programs),
  - Part C of Title I (Migrant Education),
  - Part D of Title I (Children and Youth Who are Neglected, Delinquent, or At-Risk of Dropping Out),
  - Title II (Eisenhower Professional Development Program),
  - Subpart 2 of Part A of Title III (State and Local Programs for School Technology Resources),
  - Part VI (Innovative Education Program Strategies),
  - Part C of Title VII (Emergency Immigrant Education), and
  - National and Community Service Trust Act of 1993 and subsequent reauthorization.
2. Any organization or individual also may appeal a decision by a local school district or consortium of school districts regarding an alleged violation of federal statute or regulation that applies to the above listed programs. The appeal must be written and signed by the appellant and contain the information described in paragraph 3. The appeal shall be filed with the Commissioner of Education within 30 days of the date of the local decision.
3. Any complaint or appeal must include:
  - (a) A statement that the state or a sub-grantee has violated a requirement of a federal statute or regulation that concerns a covered program.
  - (b) the facts on which the statement is based; and
  - (c) the specific requirement allegedly violated.
4. Upon receiving a complaint or appeal meeting the above requirements, an investigation shall be made to determine the merits of the complaint or appeal. This may include the conduct of an on-site investigation, if it is determined that an on-site investigation is necessary.
5. Each complaint or appeal shall be investigated and resolved within 60 calendar days after it is received. However, if the Commissioner determines that exceptional circumstances exist with respect to a particular complaint or appeal, an extension of the time may be granted.
6. Any person who is dissatisfied with a final decision of the Commissioner regarding a complaint or an appeal shall have the right to request the Secretary of the U.S. Department of Education to review the decision.

**SUGGESTED PROCEDURES FOR COMPLAINT RESOLUTION AT THE LOCAL EDUCATION AGENCY LEVEL**

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	<b>Coach</b>	<b>Athletic Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Curriculum/Academic / Instruction	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Discipline	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Facilities	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		
Guidance	<b>Student Success Coord.</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Special Education	<b>Teacher</b>	<b>Principal</b>	<b>NCKSEC</b>	<b>Supt.</b>	<b>Board of Education</b>
Student Concerns	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Computer / Technology	<b>Teacher</b>	<b>Technology Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Transportation	<b>Driver</b>	<b>Transportation Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Custodial / Maintenance	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		

1. The complainant is encouraged to first speak to the teacher or staff person involved.
2. If the concern is not resolved through direct communication, the complainant is encouraged to speak with the principal of the school. Principals have 10 calendar days to respond to concerns, which may include an in - person conference if requested by any involved party. If the concern is not resolved to the complainant’s satisfaction, the principal shall inform the complainant to the superintendent.
3. The Superintendent will have 10 calendar days to respond to the concern, the complaint must include, the facts on which the statement is based; and the specific requirement allegedly violated.
4. Upon receiving a complaint or appeal meeting the above requirements, an investigation shall be made to determine the merits of the complaint or appeal. This may include conducting of an on-site investigation, if it is determined that an on-site investigation is necessary.
5. Each complaint or appeal shall be investigated and resolved within 60 calendar days after it is received. However, if the Superintendent determines that exceptional circumstances exist with respect to a particular complaint or appeal, an extension of the time may be granted.
6. Any person who is dissatisfied with a final decision of the Superintendent regarding a complaint or an appeal shall have the right to request placement on the Board of Education Agenda to review the decision.

**POLICY OF PROOF OF IDENTITY OF STUDENTS**

Kansas’s law provides that whenever a child enrolls in a public school for the first time, the school is required to secure proof of identity of the child. Proof of identity is either, (a) a birth certificate for a child enrolling in Kindergarten or first grade, (b) a copy of the court order placing the child in the custody of the Social and Rehabilitation Services or, (c) a certified transcript or other similar pupil record of a child enrolling in grades 2 through 12.

If proof is not provided to the school within 30 days of enrollment, the school must notify the law enforcement agency, which must promptly investigate the identity of the child.

**CHILD HEALTH ASSESSMENT FOR NEW SCHOOL ENTRANTS**

Effective May 5, 1994, Child Health Assessments will be required as follows:

1. Applies to new school entrants (not previously enrolled in any school in Kansas).

2. Applies to both public and private schools.
3. Applies to children ages 8 and under. This would include preschool children enrolling in school for the first time.
4. The health assessment definition includes: health history, physical exam, and other screening tests as medically indicated. The provider determines which lab and other screening tests will be done.
5. No specific health assessment form is required. A sample form can be obtained by phoning 785-296-1217.
6. Qualified providers include physicians, other providers working under direct supervision of physicians or nurses certified by KDHE. Questions regarding nursing certifications should be addressed to KDHE at 785-296-6651.
7. Health assessment information should be forwarded to the school by the parent/guardian.
8. The health assessment must be done within 12 months prior to school entry or within 90 days after school entry. A student may be excluded from school without the health assessment.
9. When provided to a Medicaid participant child, Medicaid requires certain tests be done as part of the Kan-BE-Healthy program. Questions: Contact DCF at 785-296-1491.

### **USD 212: DRUG FREE SCHOOLS AND COMMUNITIES ACT**

The unlawful possession, use, or distribution of illicit drugs and alcohol by students or school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free School and Communities Act, PL 102-226. This policy, and any curriculum used in conjunction with it, shall be evaluated at least every other year using criteria developed by the superintendent and approved by the board. The board shall receive a report after each of these reviews is conducted (Approved: July 17, 1990).

The entire district's students shall be made aware of the legal, social, and health consequences of drug and alcohol use. Students shall be instructed on effective techniques for resisting peer pressure to use illicit drugs or alcohol. Students shall also be informed that the use of illicit drugs and the unlawful possession and use of alcohol is both wrong and harmful.

The board has adopted a comprehensive drug and alcohol abuse and prevention program as part of the district's curriculum. The curriculum is age-appropriate and developmentally based to reach students at all ages and levels of education within the district.

### **TOBACCO POLICY Tobacco Free Campus**

Use and/or possession of any tobacco product or nicotine delivery device is prohibited in any district facility; in school vehicles; at school-sponsored, activities, programs, or events; and on school owned or operated property.

Student violations may result in parent/guardian notification, participation in tobacco education program, suspension and/or expulsion from school and/or extracurricular activities, community service, and/or notification of law enforcement.

The following definitions apply to this policy.

“Nicotine delivery device” means any device that can be used to deliver nicotine or nicotine salts to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

“Tobacco product” means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus.

“Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, and substances used in electronic cigarettes, whether or not they contain nicotine.

Visitors who are not district employees or students will be prohibited from using tobacco in and on all district real or personal property, whether owned, leased, or rented, or at any school sponsored event. If the visitor does not comply he or she will be asked to leave the school property for the rest of the day. If the visitor refuses to cease using tobacco products or refuses to leave, they should be advised that continued refusal to leave school property may be referred to local law enforcement. The law enforcement authority may be called to deal with the person and a complaint may be filed with the local law enforcement agency. **All staff members are expected to assist in the enforcement of this policy.**

All students are prohibited from illegally possessing, smoking, or otherwise using tobacco products in or on all district real or personal property, whether owned or leased, or rented, or at any school sponsored event. This policy became effective on July 8, 2019. It shall be in effect twenty-four hours a day, seven days a week, without exception.

**STUDENT SUBSTANCE ABUSE POLICY**

As a condition of continuous enrollment in the district, students shall abide by the terms of this policy.

Students shall not unlawfully manufacture, distribute, dispense, possess, or use illicit drugs, controlled substances, or alcoholic beverages on school district property or at any school activity. Any student violating the terms of this policy will be reported to the appropriate law enforcement officials and will be subject to the following sanctions:

- (1) First Offense. A first time violator shall be subject to the following sanctions:
  - (a) A punishment up to and including short term suspension;
  - (b) Suspension from all student activities for a period of one competition.
- (2) Second Offense. A second time violator shall be subject to the following sanctions:
  - (a) A punishment up to and including long term suspension;
  - (b) Suspension from all student activities for a period of not less than two months.
  - (c) A student placed on long-term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. **Name(s) of the acceptable programs are on file with the board clerk.** If at any time the student fails to make satisfactory progress in the program, the suspension shall be imposed.
- (3) Third and Subsequent Offenses. A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:
  - (a) A punishment up to and including expulsion from school for the remainder of the school year;
  - (b) Suspension from participation in and attendance at all school activities for 18 weeks.
  - (c) A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-6114, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. In the event a student agrees to enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents. Drug and alcohol counseling and rehabilitation programs are available for students of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy and available counseling and rehabilitation programs will be provided to all students and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

**AVAILABLE DRUG PROGRAMS**

<p align="center"><b>Valley Hope Alcoholism Treatment Center</b> Main Office W. Hwy 36 Norton, KS 67654 785-877-5101</p>	<p align="center"><b>High Plains Mental Health</b> Norton Office 211 S. Norton Norton KS 67654 785-877-5141</p>
<p align="center"><b>High Plains Mental Health</b> Phillipsburg Office 783 7<sup>th</sup> Street Phillipsburg, KS 67661 785-543-5284</p>	<p align="center"><b>High Plains Mental Health</b> Center 208 E. 7<sup>th</sup> St. Hays, KS 67601 785-628-2871 or 1-800-432-0333</p>

## USD 212: SEXUAL HARASSMENT POLICY

**GENERAL POLICY:** USD #212 is committed to providing a positive learning and working environment for its students and employees and will not tolerate sexual harassment or sexual violence. Sexual harassment is illegal and will not be tolerated in the school district. It is a violation of Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972, and may constitute sexual abuse under Kansas's statutes. This policy applies to males and females, and includes same sex harassment. This policy is applicable to students while on school premises and while participating in off-campus school sponsored activities. Sexual harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited. It shall be a violation of this policy for an employee to sexually harass a student, for a student to sexually harass another student, or for an employee to discourage a student from filing a complaint or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

**DEFINITION:** Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other inappropriate oral, written, or physical conduct of a sexual nature when: (1) submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education; (2) submission to or rejection of such conduct by an individual is used as a basis for academic decisions affecting that individual; or (3) such conduct has the purpose or effect of interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic environment.

Sexual harassment is demeaning and degrading. It affects an individual's self-esteem, and can have a negative impact on performance at work or in class. It can make an individual feel angry, powerless, and fearful. Sexual harassment may include, but is not limited to: verbal or written harassment or abuse, including teasing, jokes, posters, pictures or cartoons; pressure for sexual activity; repeated brushing against another's body; suggesting or demanding sexual involvement accompanied by implied activities, sexual assault or battery as defined by current law. The fact that someone did not intend to sexually harass an individual is generally not considered a defense to a complaint of sexual harassment. In most cases, it is the effect and characteristics of the behavior that determine if the behavior constitutes sexual harassment. When acts of sexual harassment or other violations of this policy are substantiated, appropriate action will be taken against the individual. Disciplinary actions, which could be taken, include, but are not limited to: reprimand, probation, suspension, loss of eligibility to participate in extra-curricular activities, or other sanctions as determined appropriate. Individuals who harass may be held personally liable under civil suits.

**REPORTING INCIDENTS:** Anyone may seek advice, information, or counseling on matters related to sexual harassment without having to lodge a formal complaint. Most complaints can be resolved through informal procedures. Informal procedures are aimed at stopping the behavior rather than determining guilt. Informal complaints do not have to be in writing and are generally not investigated in depth. The intent of the informal reporting procedure is to provide a simple procedure for a person to lodge a complaint and have it quickly looked into and has the offending behavior stopped. Informal resolution of sexual harassment is strictly voluntary on the part of the complainant.

Any student may elect to file a formal complaint under the district's discrimination complaint procedure. Official disciplinary action cannot be taken without a formal hearing. Formal complaints must be put in writing and normally addressed to the building principal or compliance coordinator. Every individual has the right to bypass the normal reporting chain to report sexual harassment directly to the District School Board Office or the Office of Civil Rights.

The confidentiality of the reporting party will be observed to the utmost provided it does not interfere with the ability to investigate the alleged harassment or to take corrective action.

Retaliation against anyone reporting or thought to have reported sexual harassment behavior is prohibited. The filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect grades, future employment or assignments. Such retaliation shall be considered a serious violation of the policy and shall be independent of whether a charge or informal complaint of sexual harassment is substantiated.

Encouraging others to retaliate also violates this policy. Examples of retaliation are: ridicule, threats, name-calling, withholding of normal disseminated information, an adverse effect on eligibility status, grades, or further harassment.

All complaints of sexual harassment are taken seriously. The bringing of false charges will be treated as a serious offense. The following steps should be followed when lodging an informal complaint:

1. Any student who believes he or she has been subjected to sexual harassment should report the problem to the principal, guidance counselor, or another certified staff member. Any student may report the harassment directly to the superintendent or a school board member.
2. The person seeking information will be counseled as to the options for action available under this policy and will be provided a copy of this policy. They will be informed about resources available, such as

- videos or books, which provide information regarding sexual harassment. They will be informed that they will have the opportunity to participate in decisions regarding the method of resolving the matter.
3. Informal resolution will be attempted. Resolution may be as simple as conducting refresher training, having a discussion with the alleged offender, or sending a memo to all students indicating concern about sexual harassment in the district. The alleged offender will not be contacted without permission of the complainant.
  4. If the problem is resolved informally, a written summary will be made and kept in a confidential file. The compliance coordinator will follow up within one month to determine whether the victim has been subjected to any further sexual harassment or retaliation.
  5. If the problem cannot be resolved informally, or is not resolved within five workdays, the complainant will be advised of formal complaint procedures. The filing of a written complaint is required for a matter to be formally investigated. Formal sexual harassment complaints will be in accordance with the district's discrimination complaint procedure.

Any questions regarding the USD #212 Sexual Harassment Policies should be addressed to the Superintendent, 512 W. Bryant, Alma, KS 67622 (phone 785-669-2445).

### **ANNUAL NOTIFICATION FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

(1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School principal [or appropriate school official] a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

(2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate.

Parents or eligible students may ask the School to amend a record that they believe is inaccurate. They should write the School principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it is inaccurate. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the *School District* to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Family Policy Compliance Office; U.S. Department of Education; 400 Maryland Avenue, SW; Washington, DC 20202-590

### **DISCLOSURE OF DIRECTORY INFORMATION UNDER FERPA**

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. If you do not want your student's directory information released, please notify your local school district office of your desire to "opt out".

### **SPECIAL EDUCATION INFORMATION**

This school district and the North Central Kansas Special Education Cooperative (NCKSEC) work together to identify every student, age birth through 21, living within the district boundaries, that has developmental delays or may be in need of special

education. If you have a child or know of a child who you think has development delays or special needs, contact the administrator in your district or Deb Reha, Director for the NCKSEC at 205 F St. Suite 235; PO Box 369; Phillipsburg, KS 67661 (785-543-2149).

Areas of special education include: birth through age two (infant-toddler), early childhood - disability, developmentally delayed, visual impairments including blindness, hearing impairments including deafness, deaf-blindness, autism, traumatic brain injury, emotional disturbance, specific learning disabilities, mental retardation, multiple disabilities, orthopedic impairments, other health impairments, speech or language impairments, and gifted.

Parents are advised that all special education services are designed to offer the utmost in educational opportunities for each qualifying student, as well as to provide assistance and support in the areas of physical, mental, emotional, and social growth. State and federal laws are followed in providing each student with a free appropriate public education in the least restrictive environment. If you have a child or know of a child who may need special education services please notify the school district or the NCKSEC.

### **BUILDING AND SCHOOL PROPERTY**

Your parents and community are spending money to provide you with excellent buildings and equipment so you may secure a sound education. Let's do all we can to pass it on to other students in as good a condition as we found it.

Fully respect the property of our neighbors – use the walks at all times. Do not cut across school lawns or those of our patrons. Proper disposal of waste materials will help our custodians and assure us of clean looking buildings and campus. Desks, walls or other school property deliberately defaced will be repaired or replaced at the offending student's expense.

When school is not in session or a sponsored activity is not being held, students will not be allowed to use any school facility without being accompanied by a responsible adult.

Any tables, books, walls, magazines or other school property deliberately cut, marked or otherwise defaced will be repaired at the student's expense.

### **ENTERING AND LEAVING THE BUILDING AND SCHOOL SCHEDULE**

School will begin at 8:00 AM in both Long Island & Almena and end at 4:00 PM. If students live more than 2.5 miles from the school, bus transportation can be arranged at enrollment. Buses will pick students up and drop them at their attendance center; therefore, more than one bus may stop at your residence.

Students eating breakfast may enter the building at **7:40 a.m.** in Almena and Long Island. Breakfast will be served until 5 minutes before the start of school. Any student not eating breakfast may enter the buildings at **7:40 a.m.** Upon your arrival at the school grounds, the rules of common decency and socially acceptable behavior should be practiced during your attendance. Any student who for any reason needs to enter the building earlier should make arrangements with the principal or with a teacher.

Students will not remain in the building after school hours unless accompanied by an approved adult supervisor.

### **ORGANIZATION**

The Northern Valley Schools shall be organized under a PreK-5-3-4 plan offering grades PreK-4 at the Almena Elementary Center, grades 5-8 at the Long Island Middle School Center and grades 9-12 at the Northern Valley High School Center at Almena.

### **AGE OF ENTRANCE**

Students will be admitted to three-year old Preschool who have reached the age of three years on or before Sept. 1 of the school year or four years on or before Sept. 1 of the school year for the four-year old Pre-school. The four year olds must also have an assessment done before the first day of school.

Students will be admitted to Kindergarten upon presentation of a Birth Certificate verifying that they have attained the age of five years on or before August 31 of the year of entrance.

Students will be admitted to First Grade who have reached the age of six years on or before August 31 of the school year, or who have successfully completed a Kindergarten program maintained by a public school district.

The following exceptions in age of entry requirements for students of U.S.D. #212 became effective 7/1/81 in compliance with House Bill 2186:

1. A child who was a resident of another state and who attained the age of eligibility to attend Kindergarten in such state will be allowed to attend Kindergarten, regardless of age.

2. A child who was a resident of another state and who had attained the age of eligibility to enter the first grade in that state or had completed a kindergarten course in such state (maintained by a public school district or an accredited private, denominational or parochial school), will be eligible to attend the first grade regardless of age.

It will be the responsibility of the parents or legal guardians of the student to provide documented evidence to the Superintendent of School of U.S.D. #212 that the student would be eligible for Kindergarten or First grade in the state in which the student previously resided.

### HS SCHEDULING OF CLASSES

It is the responsibility of the student to keep a continual check with the principal and counselor at the time of enrollment in regard to the meeting of all requirements for graduation upon reaching the fourth year of high school.

Students will need to score at the acceptable level on the ACT and / or Accuplacer test(s) before enrolling in advanced placement classes.

All regularly enrolled high school students are required to carry six subjects each grading period classified as solid subjects. Band and vocal music are not considered as solid subjects.

Students shall be classified at the opening of the school year according to the number of unit credits successfully completed at the time of classification.

- \*Senior shall have successfully completed a minimum at 18 units.
- \*Juniors shall have successfully completed a minimum of 12 units.
- \*Sophomores shall have successfully completed a minimum of 6 units.
- \*Freshman shall have successfully completed the eighth grade.

### REQUIREMENTS FOR GRADUATION FROM NORTHERN VALLEY HIGH SCHOOL

Requirements for Graduation from Northern Valley High School Starting with the class of 2020.

In order to receive a Northern Valley High School Diploma, students must now earn 25 units. Minimum requirements for graduation from Northern Valley High School will reflect standards set by the Kansas State Department of Education and by the Board of Education of Northern Valley Unified District #212 as outlined below:

1. Four (4) units of English language arts, three units will be in English. When, in the judgment of the high school principal, a pupil can profit more by taking another subject, the principal may waive up to one unit of this requirement.
2. Three (3) units of Social Studies is required which must include: United States History, World History, and one unit of United States Government including the constitution of the United States.
3. Three (3) units of Science, including one unit as a laboratory course. Earth Science and Biology plus one (1) unit of any of the following: Physics, Chemistry, Environmental Science, Anatomy and Physiology, Plant Science, Food Science, or Plant and Animal Science.
4. Three (3) units of Math. Prerequisite class Business Essentials to be completed prior to Accounting classes.
5. One (1) unit of Physical Education, which will include one-half unit of health, safety, first aid, or physiology. This requirement shall be waived: (a) upon statement by a licensed physician that a pupil is mentally or physically incapable of participating in a regular modified physical education program; or, (b) when the requirement is contrary to the religious teachings of the pupil. A written statement, signed by a legal guardian of the pupil, shall be filed with the proper authorities of the school, requesting that the pupil not be required to participate in the activities, and stating the reason for the request.
6. Two (2) units of a technology based course including Computer Applications. The second unit chosen from Emerging Technology, Web Design, Video Production or Advanced Computer Applications.
7. One (1) unit of Fine Arts
8. Two (2) units of Career Exploration, Business Essentials, Introductions to Agriculture and Introduction to Family and Consumer Science

A total of 25 units are required for graduation.

Students shall have completed the following courses:	
<b>9th Grade</b> English I – 1 credit Earth Science – 1 credit PE/Wellness – 1 credit - Algebra I – 1 credit Graphic Design – 1 credit Business Essentials -1 credit	<b>10th Grade</b> English II – 1 credit Biology – 1 credit World History – 1 credit Geometry – 1 credit Technology elective – 1 credit (can be taken during 10th, 11th or 12th grade)

Intro to Human Services – ½ credit Intro to Agriculture – ½ credit	
<b>11th Grade</b> American History – 1 credit English III – 1 credit Science elective – 1 credit Algebra II – 1 credit	<b>12th Grade</b> Government – 1 credit English IV/English Comp. – 1 credit
<b>9th-12th Grade</b> A minimum of 7 additional electives – (1 must be fine arts)	

Enrollment team must include student, parent or guardian, counselor, and administrator. All team members **must** be present in order for freshmen to enroll or for sophomores, juniors or seniors to make changes to their graduation plan. At enrollment guidance must be given on NVHS graduation requirements, state graduation requirements, and KBOR qualified admissions and scholarship requirements. A graduation plan should be set based on student’s plans for the future as determined by parent and student.

If a student drops out of school before completing the four-year program, even though he may have completed the required number of units for graduation, he shall not be given a diploma until his class graduates. Exceptions may be made in these regulations for students who are ill and cannot attend school on a regular schedule, for adults wishing to take enrichment or refresher courses or wanting to complete requirements for a diploma and for other special hardship cases. All exceptions must be approved by the Board of Education. In an emergency situation, either the building principal or superintendent may make such determination.

#### **ADMISSION STANDARDS FOR STATE UNIVERSITIES IN KANSAS**

*Kansas Board of Regents (KBOR) Qualified Admission (QA)* standards at the regents’ institutions, the standards for admission require that applicants complete the Qualified Admissions with a 2.0 GPA and by meeting one of the following requirements: (1) attain an ACT score of at least 21; or (2) attain an SAT score of at least 980; or (3) graduate in the top 1/3 of your class. The prescribed curriculum is: **English** four (4) approved units (1/2 unit may be Speech), **Math**: (Option A) 3 approved units and meet the ACT college readiness math benchmark of twenty-two (22) (Option B) four (4) approved units, one of which must be taken in the graduating year, **Social Science**: three (3) approved units, **Natural Science**: three (3) approved units, one of which must be a full unit of Chemistry or Physics, **Electives**: three (3) approved units.

*KBOR Scholars Curriculum* includes: **English**: four units, (2) **Math**: four (4) units - Algebra I, Algebra II, Geometry, and one unit of advanced mathematics – suggested courses include: Analytical Geometry, Trigonometry, Advanced Algebra, Probability and Statistics, Functions or Calculus. **Science**: three (3) units – Biology, Chemistry, and Physics, each of which include an average of one laboratory period a week, **Social Science**: One unit of US History; minimum of one-half unit of US Government and minimum of one-half unit selected from: World History, World Geography or International Relations; and one unit selected from: Psychology, Economics, US Government, US History, Current Social Issues, Sociology, Anthropology, and Race and Ethnic Group Relations, and **Foreign Language**: two (2) units of one foreign language. Latin and Sign Language are accepted.

Each institution shall establish a policy permitting not more than 10% of admissions as exceptions. The 10% exceptions shall only apply to bona fide residents of Kansas and the institution must submit an annual report of the number and percentages of freshmen admissions permitted as exception.

One unit is equal to two semesters.

Other provisions of the bill allow the admission of community college transfer students and students who receive a minimum score on the GED test. Students 21 years or older continue to be entitled to admission if they have graduated from an accredited Kansas High School.

#### **ATTENDANCE**

Regular attendance is a responsibility that is shared by parents, students, and school. It is the student’s workplace, and preparation for entry into the world of work begins with the habits and skills developed within the home, school, and community. Attendance is a very important part of developing an individual’s work ethic and determining success in life.

When a student is absent from class it is impossible to recreate the situation that existed during his or her absence. Make-up work cannot take the place of having been in the classroom when the discussion was being held. Therefore, it is essential that each student be in the classroom every day possible. The maximum number of days a student can miss per semester without obtaining a doctor’s excuse is ten (10). Absences beyond ten (10) days (and / or one class ten times at high school) without a doctor’s excuse will be counted as unexcused for the day or missed classes (see policy on unexcused absences).

Occasionally a student's absences become excessive to the detriment of the student's success and the proper operation of the classroom. At these times a conference will be set up with the building principal, student and parent/guardian. Students who have excessive absences (over ten, per semester, not including school activities) in any class may face additional consequences by the classroom teacher and administration.

**Regular attendance is expected of all students. K.S.A. 72-3120 clearly states that parents and guardians have a legal duty to keep their child in regular attendance.**

*PHILOSOPHY:*

Pupil absence from the regular classroom learning experience disrupts the continuity of the student's instructional progress. The benefits of regular classroom instruction include class discussion, teacher presentations, and student participation. The intent of the following policy is not to punish any student, but to hold the student accountable for his/her own absences while maintaining a standard of education and providing a means whereby the conscientious student can regain some of the classroom experience missed. (Attendance Cont.)

*POLICY:*

Northern Valley Schools has established the following policies to promote the concept of regular attendance.

Regular attendance is expected of all students. Parents/guardians are responsible for excusing the absence on the day of the absence or the day the student returns. A telephone call before 9:00 AM of the day the student returns is preferred but a note when the student returns will be accepted. If parents/guardians have not contacted the school by 9:00 AM on the day the student returns, the absence will be "UNEXCUSED" and the student may receive disciplinary action.

*Excused and Unexcused Absences*

1. "Excused Absence" means an absence which is excused by the student's parents (or legal guardian) and by the principal. Thus, "excused" means "absent with parental permission" or "absent with a doctor's excuse beyond ten (10) days in one semester" and with principal's approval. Students have the right to make-up work.
2. The following types of absences will be considered excused:
  - a. *Illness-Frequent absences due to illness may require statement from a doctor verifying the illness.*
  - b. *Doctor or dental appointments-The school office shall be notified prior to the time of the appointment.*
  - c. *Family funerals*
  - d. *School sponsored activities*
  - e. *All other reasons are unexcused.*
3. "Unexcused Absence" means an absence which occurred without the permission and knowledge of the parents (or legal guardian) or missing more than ten (10) days in a semester without a doctor's excuse or without the permission of the principal. Unexcused absences are subject to disciplinary penalties. The principal reserves the right with good cause to declare any absence unexcused.
4. If a student becomes ill or needs to leave school grounds for personal or other reasons, a phone call must be made in the office to a parent or guardian and permission given to a school official BEFORE the student leaves. If a student leaves the building without first obtaining parent/guardian permission, and permission from a school official, the absence will be unexcused.
5. If a student needs to be dismissed from school early for an appointment, etc., the parent/guardian MUST call or send a note to the school prior to the student leaving.
6. At NO time does a student leave the building without permission from the office personnel and signing out in the office. If a student leaves the building without obtaining permission and signing out in the office, the absence will be considered unexcused.
7. If a student is tardy, he/she must obtain an admit slip from the office before being permitted to enter class.
8. When a student is absent for more than 4 hours it is considered a full day. When a student is absent for less than 4 hours, but more than an hour it will be considered a ½ day absent. Absences less than an hour will be considered Leave Early
  - a. No More than one leave early per nine weeks, when calculating Perfect Attendance

*MAKING UP MISSED WORK:*

The student is responsible for getting all missed assignments from their teachers. If a student has an excused absence on the due date of an assignment, the student must turn in the assignment on the day she/he returns to class, provided that the assignment was made prior to the absence. A student who misses class because of a school sponsored activity may be required by the instructor to complete assignments in advance of the activity. Students should understand that it may be impossible to earn a daily participation grade if not present in a class.

Two class periods are given to complete daily work missed due to each day of excused absence. For example, you are absent on Monday, you meet in class on Tuesday; the missed assignment is due on Thursday. If you are absent on Tuesday, you meet in class on Wednesday; the missed assignment is due on Friday. For extended illness, the student will be limited to five (5) school days following their return to make-up work missed. Exceptions to this rule can be made through special arrangements with the teacher or administration. No make-up credit will be allowed for un-excused absences.

Students in in-school suspension will be given one day to turn-in missed assignments for credit. Out-of-School suspensions students ARE required to make-up work but can only receive a maximum of 50% credit for this work and it must be returned the day after they return.

#### *TRUANCY:*

The Board of Education does not condone truancy for any reason and encourages all students to attend school on a regular and systematic basis. All children between the ages of 7 and 18 years of age are required by law to attend school “continuously” as provided by KSA 72-3120, the principal is required to report trancies to the Department of Children and Families, and to the County District Attorney within one day of being truant.

HB2109 permits law enforcement officers to temporarily detain and take into custody any child not attending school without a valid excuse during hours when school is in session. The child must be delivered to school where the child is enrolled, to any location designated by the school to address truancy issues, or to the parent or other custodian. A designated school employee must notify the child’s parent of the occurrence, either orally or in writing. A child is considered truant if he or she is required by law to attend school and such child is inexcusably absent either three consecutive days, five or more days in any semester, or seven or more days in any school year.

#### *TARDIES:*

Students arriving late to school must immediately report to the office, sign in, and receive an admit slip to class. If a student is detained in class, the holding teacher is obligated to give each student held a written pass for tardiness to the next class.

#### *DEFINITION OF A TARDY:*

1. Tardy-Students arriving to class within five (5) minutes after the bell. Students who arrive later than five (5) minutes into the class period and without a pass, or admit slip will be considered absent from class and may receive disciplinary action. Students who are dismissed during class and miss more than half of the class period will be considered absent.
2. Each teacher will develop his/her own class policy to deal with a student’s first two tardies for the semester. Any student receiving his/her third tardy within a class during the semester shall be referred to the office for administrative disciplinary action. Tardies are not accumulative from one semester to the next semester.
3. Three (3) unexcused tardies equals one absence.

### **STUDENT PARTICIPATION AND ATTENDANCE AT SCHOOL ACTIVITIES**

When a student is absent from school, the student shall not participate or attend a school activity that day except in emergency situations. If a co-curricular activity falls under the jurisdiction of KSHSAA the student must be in attendance for at least the last three hours of the school day to be eligible to participate in the activity that day or evening, unless other arrangements have been made by parents with the coach or sponsor involved.

#### **Attendance at Games**

A parent should accompany all children under the age of 12 to all athletic contests. Any student seen in an unauthorized area or running around the building unattended will be required to sit with their parents throughout the remainder of the contest. **If a parent is not present, the child will be sent home.**

#### **COMPUTER USE**

Students shall have no expectation of privacy when using district e-mail or computer systems. E-mail messages shall be used only for approved educational purposes. Students must use appropriate language in all messages. Students are expected to use the system following guidelines approved by teacher or the administration. Any e-mail or computer application or information in district computers or computer systems is subject to monitoring by the staff and/or administration. The school retains the right to duplicate any information created by students in a computer system or on any individual computer. Students who violate these rules or any other classroom rules relating to computer use are subject to disciplinary action up to and including suspension from school.

#### **GRADES**

One of the most important records you will have during your school years and later life will be your cumulative folders. It is permanent and will be the basis for college or for business positions. Make your record the best that you can. Ask your teacher for help. Your record starts the first time you enter the doors of Northern Valley Schools.

Report cards will be issued / mailed to parents every nine weeks following the close of the nine weeks period. Progress Reports will be sent home when students are performing below ability or failing work.

The Grading System used by Northern Valley School is based on the following percentile bands for Grades 1<sup>st</sup>-12<sup>th</sup>:

100-90% = A	69-60% = D
89-80% = B	59% and below = F
79-70% = C	

Northern Valley Junior and Senior High School will utilize a 4-point grade system.

A = 4 points, B = 3 points, C = 2 points, D = 1 point and F or I = 0 points, for Failing or Incomplete.

Grades for each class will be recorded each nine weeks. A semester grade for each class will also be recorded at the end of each semester. Letter grades will be recorded on the official transcript. Letter grades and percentages will be duly recorded on all grade reports distributed to students, parents and/or guardians. All assignments are to be turned in the day they are due, grading of late assignments will be determined by individual classroom teachers.

Seniors that have met the graduation requirements set forth by the State Board of Education and the USD 212 Board of Education ... And have a cumulative GPA of 3.75 or higher, will be allowed the honor of wearing a gold cord at graduation.

### **HONOR ROLL**

Honor roll will be announced every nine weeks following the distribution of report cards. For 6<sup>th</sup>-8<sup>th</sup> student's, grades are averaged for Math, Language Arts, Computers, Science and Social Studies. For 9<sup>th</sup>-12<sup>th</sup> student's, grades are averaged on all classes except band, vocal, Drivers Ed., and Physical Education, except for freshman physical education and health, which are required. The honor roll grade point average is for the nine weeks, and is not the cumulative average.

Honor Rolls	
Highest	4.00
Honors I	3.50 – 3.99
Honors II	3.00 – 3.49

### **SELECTION OF VALEDICTORIAN AND SALUTATORIAN**

A Valedictorian and Salutatorian will be selected from the Senior Class each year. A grade scale of A=4 points, B= 3 points, C=2 points, D=1 point, and F= 0 points will be used for these averages. Grades for Chorus, Band, and Physical Education will not be used for these averages, except for Freshmen Physical Education and Wellness, which is required. All other grades for the four years of high school will be averaged. The student with the highest cumulative grade point average will be declared the Valedictorian. If the averages of any two students being considered for Valedictorian or Salutatorian should result in a difference of less than .01 of a point, then co-awards shall be made for Valedictorian or Salutatorian.

### **CREDIT OF GRADE PLACEMENT FROM NON-ACCREDITED SCHOOLS**

Students entering the Northern Valley Schools system from non-accredited schools will be required to establish, through objective means, their grade placement in the elementary levels (K-8). Students in the elementary level will be placed in accordance with skill, competence, physical size, age, and social maturity. Competence shall be determined in conformity with established objectives as set forth in the Unified School District #212 curriculum guides for the various grade levels. Students shall be placed at a level consistent with mastery of established objectives.

High school credit will be granted only on the basis of objective testing for each unit or per-unit course. Objective testing may consist of standardized test(s) and/or teacher-made test(s), which will be administered by USD #212. Such objective testing will be consistent with established objectives as set forth in Unified School District #212 curriculum guides. No credit will be given for any course, which is normally a laboratory course involving practical application of the skills or data learned in the course unless there is clear documentation that the student having satisfactorily participated in such laboratory experiences consistent with and equivalent to the Unified School District #212 course requirements. The teacher (s), in consultation with the school administration, will evaluate the student's performance on any objective testing, which is administered, and determine if the level of achievement is consistent with expected achievement level of students having taken such courses. Placement may also take into consideration age, physical size, and social maturity of the student.

As a practical application, the student must attain a passing grade, determined by the subject area teacher(s), before credit will be considered. The level of expectations shall be made known to the student prior to the test. The teacher (s) and administrator may determine that there are extenuating circumstances which justify an alternative achievement level, such as demonstrated accomplishments related to course objectives which justify an alternative achievement level, such as demonstrated accomplishments related to course objectives which might be allocated a differential weight for determining competence.

For the purpose of this policy, laboratory courses shall include, but not be limited to, the following:

- |  |                          |
|--|--------------------------|
| 1. Vocational Agriculture  | 8. Journalism & Yearbook |
| 2. Family & Consumer Science   | 9. Computer Sciences     |
| 3. General Shop (All Levels)   | 10. Physical Education   |
| 4. Art (All Levels)  | 11. Vocal Music          |
| 5. Lab Science (Biology, Physics, Chemistry, etc.)                     | 12. Driver Education     |
| 6. Band  |                          |
| 7. Business Education (Keyboarding, Office Practice, Accounting, etc.) |                          |

In order to be eligible for consideration of any waiver of graduation requirement, a student must:

1. Have received their most recent ten (10) credits from an accredited high school
2. Have attended Northern Valley High School for two years prior to the date of graduation.

Initial grade placement or credit may be on a probationary basis subject to final evaluation for determination of final grade placement or credit. Such probation shall not exceed nine (9) weeks.

Nothing in this policy is intended to pre-judge the education of the student as acquired in any non-accredited school, but only to assure adherence to standards of Unified School District #212.

### CHANGE IN ENROLLMENT

Changes may be made in student enrollment during the first three days of the semester. Written permission from the parents must be received before the office will change a student's class schedule.

### FEES (BOOKS, LUNCH, BREAKFAST & OTHER)

#### BOOK RENTAL

Grades K-8.....	\$30.00
Grades 9-12.....	\$35.00

This covers workbook and textbook usage.

#### OTHER FEES

Vocational Agriculture.....	\$15.00
FACS.....	\$15.00
Band – all students.....	\$5.00
(5 <sup>th</sup> & 6 <sup>th</sup> grade band students also purchase band books)	
Band Horn Rental.....	\$30.00
Percussion Rental.....	\$15.00

#### LUNCHES

Grades K-4.....	\$0
Grades 5-8.....	\$0
Grades 9-12.....	\$0
Adults.....	\$4.00
Reduced.....	\$.40

#### BREAKFAST

Grades K-4.....	\$0
Grades 5-12.....	\$0
Adults.....	\$2.50
Reduced.....	\$.30

Parents are to pay in advance for lunches and/or breakfast. A monthly bill will be sent home indicating the responsibility of the payment due. If payment is not made for two consecutive months, a letter will be sent to the parent / guardian reminding them of their obligation and the possible consequences of being turned over to a collection agency. If payment of the negative balance is not received within 15 days of the third written notice, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. The debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP.

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

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

School lunch tickets will not be used. No cash will be accepted in the lunchroom. One carton of milk is paid for in the cost of the lunch. **If extra milk is purchased for mealtime, the cost is \$0.32 per carton and does not qualify for the free / reduced program.**

Free and reduced lunch applications are available in the principal's office. **Applications should be completed and returned to the principal's office or the district office upon enrollment.**

K-4<sup>th</sup> grade may purchase extra milk if they wish in the afternoon. **Extra milk is \$0.32 per carton, but does not qualify for the free reduced program.**

#### **OFFER VERSUS SERVE PROGRAM**

U.S.D. #212 participates in the offer versus serve program. Offer versus serve is a federal regulation designed to reduce food waste in the lunch program by allowing students to choose only those foods that they intend to eat. This program is mandatory at the senior high level and is optional, by district choice, at all other levels.

In order to meet federal requirements, students must take full portions of three of the five menu components. The menu components are (1) meat or meat alternate, (2) vegetable, (3) fruit, (4) bread or bread alternate, and (5) milk.

We encourage students to take all the meal components. However, since food can only be nutritious if it is eaten, your child needs to know that components may be refused if they are not going to be eaten. Remember that all students must take at least three different meal components.

Lunches must be priced as a unit. This means paying students will pay the full lunch price and students eligible for reduced price will pay the current reduced price charge whether they take the minimum number of food items or all five food items offered.

If a child has an allergy to certain foods, a doctor's order must be submitted at the beginning of each school year.

School lunch tickets will not be used. No cash will be accepted in the lunchroom. One carton of milk is paid for in the cost of the lunch. **If extra milk is purchased for mealtime the cost is \$.32 per carton.** Extra milk must also be purchased for 20-day periods.

Free and reduced lunch applications are available in the principal's office. **Applications should be completed and returned to the principal's office or the district office upon enrollment.**

#### **CLOSED NOON HOUR**

Northern Valley USD 212 school lunch policy is a closed noon hour, which means no one may leave school to eat lunch. Everyone eating a lunch, either school lunch or sack lunch is required to eat in the lunchroom.

**If the office is notified by parent/guardian by 9:00AM (for lunch count purposes), a student may leave the school campus by signing out in the office. Food or drinks obtained during lunch must stay outside the school building and are to be disposed of properly prior to entering the building. Students are required to be present at their next regularly schedule class period. Tardy/Absent policies will apply for any violations.**

#### **LOST AND DAMAGED BOOKS**

Students will be expected to return books checked out in their care at the end of the school term. Abusive care given to school owned books would result in students being assessed repair or replacement costs for the book. Normal wear and tear is not considered abusive care. Assessment for lost or damage books is the responsibility of the building principal.

#### **CERTIFICATE OF IMMUNIZATION**

Any pupil entering school for the first time in the state, prior to admission, shall be required to present to the appropriate school authorities certification from a licensed physician that such pupil has received or is in the process of receiving immunization against poliomyelitis, diphtheria, measles, rubella, mumps, pertussis, and tetanus, by such means of immunizations are approved by the Secretary of Health and Environment, or in the way of an alternative to such requirements shall present:

- A. Certification from a licensed physician stating the physical condition of the child to be such that the test and immunization would seriously endanger the life or health of such child, or

- B. A written statement signed by one parent or guardian that the child is an adherent of a religious denomination whose religious teachings are opposed to such test and immunization, or
- C. A written statement signed by one parent or guardian requesting that the local health department give the test and immunization because the parents or guardians lack the means to pay for such test and immunization.
- D. In accordance with the statute, the Secretary of Health and Environment has designated the following diseases for which immunizations are required of all new school enterer's: measles, mumps, rubella, polio, diphtheria, pertussis, and tetanus. Tuberculin skin testing is no longer required for school entry.
- E. The revised state requirement requires that parents of children who are not completely immunized upon school entrance shall sign a statement that the entire series of immunizations shall be completed within ninety (90) days of school entrance. Should you have any questions in this regard, please contact the building principal.

### **VISUAL COMPETENCY**

Each year students will be tested at school to determine visual competency. This test is an indicator and may tell whether the child needs glasses. A report is sent home to the parents. The report may recommend that the child have a complete eye examination if the test given at school indicates a deficiency.

### **ACCIDENTS AND SICKNESS**

Parents will be contacted, or in case of emergency, the child will be taken to the clinic or doctor designated by the parent, in case of accidents or sickness.

### **COMMUNICABLE DISEASES – STUDENTS**

Any student noted by a physician or the school nurse as having a communicable disease may be required to give maximum health protection to other students. The student will be readmitted to regular classes upon termination of the illness, as authorized by the student's physician or as authorized by a health assessment team.

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

In the event that a student is absent from regular classes for more than three consecutive days or the principal has been notified that a student has a communicable disease, the principal shall determine whether a release shall be obtained from the student's physician before the student reenters school.

Decisions regarding the type of education and the setting for provision of educational services for a student with a severe communicable disease of long duration shall be based on the behavior, neurological development, and physical condition of the student and the expected type of interaction with others in that setting. These decisions are best made using the team approach including the student's physician, public health personnel, the student's parent or guardian, legal counsel, and personnel associated with the proposed care of educational setting.

In each case involving a student with a severe communicable disease, the board shall reserve the right to make a final decision regarding the placement of the student after taking into account the recommendation of the health assessment team, the risks and benefits to both the infected student and to the others in the proposed educational setting.

District personnel, without the student's parent' or guardian' permission or in order to comply with state or federal statutes, shall release no information regarding students with communicable diseases.

Communicable disease as defined in this policy shall refer to any infectious or contagious disease as determined by the State Department of Health and Environment or the United States Center for Disease Control.

### **SUPERVISION OF MEDICATIONS**

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drug and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized.

In certain circumstances, when medication is necessary in order that the student remain in school, the school may cooperate with the parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication, or the parent if it is a non-prescription medication, must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parent(s) must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability.

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parent(s).

The medication shall be examined by the school employee administering the medication to determine that it appears to be in the original container, properly handled, and to be properly authorized by the written order of a licensed medical person. Two containers,

one for home and one for the school should be requested from the pharmacist. Only oral medications should be administered, except in emergency situations.

Any changes in types of drugs or dosage and/or time of administration should be accompanied by new physician and parent permission signatures with a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medications requiring refrigeration.

Medications should be inventoried every semester. Out of date stock should be returned to parent or destroyed.

Medication such as cough drops, liquid tears, antibiotic cream, or anti-itch cream may be administered as needed by the school nurse or delegated personnel. Acetaminophen and ibuprofen will be kept in the office locked medication cabinet and will only be administered when written or phone permission is obtained from a parent or guardian. Documentation of time, date and amount will be done on the treatment log.

The building administrator may choose to discontinue the administration of medication provided that the parent(s) or medical person are notified in advance of the date of the reasons for discontinuance.

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering, and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

#### Student Self-Administration of Medications

The self-administration of medication is allowed for eligible students in grades K-12. As used in this policy, medication means a medicine for the treatment of anaphylaxis or asthma including, but not limited to, any medicine defined in current federal regulation as an inhaled bronchodilator or auto-injectable epinephrine. Self-administration is the student's discretionary use of an approved medication for which the student has a prescription or written direction from a health care provider.

As used in this policy, health care provider means a physician licensed to practice medicine and/or surgery, an advanced registered nurse practitioner, or a licensed physician assistant who has authority to prescribe drugs under the supervision of a responsible physician.

#### ***Student Eligibility***

An eligible student shall meet all the following requirements:

1. A written statement from the student's health care provider stating the name and purpose of the medication(s).
2. The prescribed dosage.
3. The time the medication is to be regularly administered.
4. Any additional special circumstances under which the medication is to be administered.
5. The length of time for which the medication is prescribed.
6. The student shall also demonstrate to the health care provider or the provider's designee and the school nurse or the nurse's designee the skill level necessary to use the medication and any device that is necessary to administer the medication as prescribed. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

#### ***Authorization Required***

The health care provider shall prepare a written treatment plan for managing the student's asthma or anaphylaxis episodes and for medication use by the student during school hours. The student's parent or guardian shall **annually** complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student's health care provider. Permission forms shall be updated during the enrollment or as needed.

### ***Employee Immunity***

All teachers responsible for the student's supervision shall be notified that permission to carry medication and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees and agents are not liable for damage, injury or death resulting directly or indirectly from the self-administration of medication.

### ***Waiver of Liability***

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees and agents incur no liability for damage, injury or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify and hold the schools and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

The parent or guardian of the student shall sign a statement acknowledging that the school incurs no liability for any injury resulting from the self-administration of medication and agreeing to indemnify and hold the school and its employees and agents harmless against any claims relating to the self-administration.

### ***Additional Requirements***

1. The school district shall require that any backup medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency.
2. The school district shall require that all necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency.
3. Eligible students shall be allowed to possess and use approved medication at any place where the student is subject to the jurisdiction or supervision of the school district and its officers, employees or agents.
4. The board may adopt policy or handbook language which imposes additional requirements relating to the self-administration of medication allowed for in this policy. The board may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

### **ANIMALS AND PLANTS IN THE SCHOOL**

Any person bringing animals and toxic plants into the school must receive prior permission from the supervising teacher and the building principal. All animals must have an up-to-date (less than 1 year old) health certificate before any animal is permitted on school grounds.

### **WEAPONS**

Possession, use, or transfer of any illegal weapon by students inside the school building, on school property, or at school sponsored activities, inside the district or out of town, is expressly prohibited. This policy shall include any weapon, any item used as a weapon or destructive device, or any facsimile of a weapon. This policy is in effect before school, during the regular school day, after school or at any school sponsored activity.

Illegal weapons would include firearms, replica firearms, starter guns, air propulsion rifles or pistols, BB guns or any other type of destructive device or apparatus that could be used to propel projectiles that could cause injury to others. This policy would also include switchblade knives, gravity operated knives, knives with blades in excess of 1.5 inches, knives containing pocket or belt clips, martial arts weapons including "butterfly knives", clubs or other bludgeoning instruments, metal or brass knuckles, stun guns, bombs, explosives, grenades, rockets, missiles, or other destructive devices including incendiary devices or poisonous gases. Violation of this policy will result in immediate and appropriate disciplinary action and referral to the appropriate legal authorities.

Possession of a firearm or other illegal weapon shall result in expulsion from school for a period of one year except that the superintendent may recommend that this expulsion requirement be modified on a case-by-case basis (Probation). Students violating this policy shall be suspended and/or expelled and referred to the appropriate law enforcement agency (agencies).

As used in this policy, the term "firearm" means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device.

As used in this policy, the term "destructive device" means any explosive, incendiary, or poison gas; bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other device similar to any of these devices.

Any student who brings a weapon to school will be referred to the criminal justice or juvenile delinquency system.

## **BULLETINS FROM SCHOOL**

From time to time during the year, it becomes necessary for the teacher or administrator to send bulletins to the parents explaining some phase of the school program. These bulletins are important and an effort will be made to keep them at a minimum. Parents are urged to read all notes sent home so misunderstandings of the school program may be kept to a minimum. It is hoped that this handbook will suffice for many announcements that might otherwise have required a special bulletin.

## **FIRE DRILLS**

When the fire alarm sounds, the building should be evacuated immediately. Do not take books or any other supplies with you on a fire drill. Each class should form one single line. NO running, talking, or crowding in line. Students should quietly return to class upon signal.

## **TORNADO DRILLS**

The intermittent ringing of the classroom bells will signal tornado drills. You are to form a single line and proceed quickly and quietly to the basement hallway. It is important that you be quiet, so that you may hear any instructions that may be given.

You may return quietly to the classroom only when the Superintendent, the Principal has released the entire student body, or in their absence, a designated teacher.

## **FIRE AND TORNADO EVACUATION FOR HANDICAPPED STUDENTS**

The primary person responsible for helping handicapped students evacuate the building is the teacher that has the student in class. The secondary person responsible to help the student is the janitor of the building involved.

## **PARTIES**

It shall be the policy of the school that parties, dances and other social events shall be held on school premises and using school facilities. All school parties are for students of the school only. Board Policy states that there is no more than one dance per month during the school year.

The school will allow party invitations to be handed out at school only if the following conditions are met. If the party is for either a boy or a girl, then all girls or all boys of the class shall be invited. If both boys and girls are being invited, then all members of the class shall be invited. Student birthday parties will be allowed with the classroom teacher approval. K-4<sup>th</sup> grade students will not be allowed to exchange gifts at school.

High School students in our school may bring outside dates to some school dances if their sponsor obtains permission from the Board of Education. High School students will need to sign up their intended date and get approval from the office. The office will notify you of the dances at which outside dates may be brought.

## **HAZING/BULLYING**

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff, or third parties is strictly prohibited and shall not be tolerated in the district. Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board. Individual may also be referred to law enforcement officials.

Bullying is defined as any non-instigated, unprovoked, and intentional gesture; written, verbal, or electronic communication; physical act; or threat that a reasonable person would find severe or pervasive that it creates an intimidating, threatening, or abusive educational environment for a student or staff member.

## **SCHOOL BUS PASSENGER CONDUCT**

Buses are furnished at a great expense to USD 212. Because of this, it is our belief that the students, drivers and sponsors should work together to maintain the buses for the benefit of all.

All students, drivers, sponsors and patrons who ride the Northern Valley District buses whether on regular routes or on activity trips will adhere to the following regulations.

1. The bus driver shall be in charge of all passengers while they are riding, loading on or unloading from the bus.
2. The bus driver shall have the authority to assign a seat to each passenger.
3. Students shall not stand in the traveled portion of a roadway while waiting for a bus.

4. Students shall not extend any part of their body out of bus windows.
5. Students shall not get on or off the bus or move about while the bus is in motion
6. Smoking inside a bus shall be prohibited. All tobacco products will be prohibited.
7. Intoxicating liquor or alcohol, or illegal drugs shall not be consumed or carried on the bus.
8. Animals shall not be transported in a bus.
9. No weapons of any type, except side arms carried by a law enforcement officer shall be transported on a bus. (Authorized by K.S.A. 1977 Supp. 8-2009; effective E-78-22, Aug. 10, 1977; effective May 1, 1978.)
10. No sunflower seeds on the bus.
11. Bottles or cans of pop on the bus by permission only.
12. Keep noise at a normal conversation level.
13. No iPods or MP3 players will be played on the bus, unless individual earphones are utilized. No exceptions will be made. One warning will be given, and then the device will be taken from the offender by the sponsor or driver and given to the principal.
14. Cell phones may be used with the permission from the bus monitor, coach/sponsor, or bus driver. No FLASH pictures using your cell phone or camera is permitted at any time.
15. All passengers should unload from the front of the bus.
16. Students will pick up trash and belongings before leaving the bus. The sponsor and/or driver will determine how this is to be done. If the buses are found to be in an unacceptable condition, the building administrator will make cleaning assignments, as he/she deems necessary.
17. PUPILS MUST BE ON TIME; THE BUS CANNOT WAIT FOR THOSE WHO ARE TARDY. Pupils must walk on the far-left side of the road facing traffic when going to the bus stop.
18. Unnecessary conversation with the driver is prohibited. Do not talk loud or distract the driver's attention. Remember that your safety is in his hands.
19. Pupils must not throw waste paper or other rubbish on the floor of the bus. Help keep your bus clean and sanitary at all times.
20. When leaving the bus, pupils must observe directions of the driver. IF YOU CROSS THE ROAD, DO SO IN FRONT OF THE BUS AFTER MAKING SURE THE ROADWAY IS CLEAR.
21. Any damage to the bus is to be reported to the driver at once.
22. All students must ride the activity bus to and from the activity, unless the parents come to the sponsor or administrator at the activity and sign out their child to go home. Notes will not be accepted.
23. Sponsor should make last check of bus for articles left on the bus.
24. In an emergency when students cannot ride an activity bus, failure to notify the sponsor may prevent them from riding in the future.
25. TO FACILITATE THE ENFORCMENT OF THE ABOVE RULES, THE SPONSORS WILL RIDE AT OR NEAR THE BACK OF THE BUS.
26. STUDENTS RIDING A BUS DURING A STORMY SEASON ARE ADVISED TO LISTEN TO THEIR HOME RADIO OR TV STATION FOR STORM WARNINGS AND NOTICE OF SCHOOL CLOSINGS AND NOT ATTEMPT TO REACH SCHOOL WHEN SO FOREWARNED. (AS TO UNSAFE CONDITIONS SUCH AS HEAVY SNOW OR FLOODS.)
27. As July 1, 1989, The Child Passenger Safety Act requires that every driver who transports a child or children under the age of 14 years to provide for the protection of the child or children by using the proper safety restraining system. The proper restraining system of children between the ages of 4 to 14 is a safety belt and applies to both front and rear seats of a vehicle. For preschool under the age of 4, the requirement remains the same as in the old law. This law applies to anyone riding in vans, automobiles, pickup trucks, suburban's, etc.

PENALTY: For violating these rules, pupils will be reported to the school principal who can deny pupils the privilege of riding the bus.

#### **TRAFFIC RULES AND REGULATIONS**

All students who drive cars to school will park in areas designated for student parking. They will also park in a manner which will not block other cars or park on the grass.

If it is necessary for you to go to your car during school hours, permission must be secured from the OFFICE. Students are not to be in or about their cars during school hours. Students who drive are asked to use extreme caution when driving in front of the elementary school. Students failing to follow posted speed limits or are driving in a careless manner will receive a warning from the administration. On the second offense the student will be reported to the authorities. On the third offense, the student will be reported to the authorities and 5 points will be given.

## STUDENT CONDUCT (Kindergarten – 5<sup>th</sup> Grade)

1. A student shall be corrected when necessary to improve the student's behavior, to maintain essential order, or to protect other students, school employees, or property.
2. Students shall be treated fairly and equitably. Discipline shall be based on a careful assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense
  - b. The student's age
  - c. The frequency of misconduct
  - d. The student's attitude
  - e. The potential effect of the misconduct on the school environment
3. Guidelines for discipline apply to all school sponsored activities as well as the school day. Students, when in attendance at any athletic event, contest, dance, school programs, or other activity sponsored by the school, will be required to obey all rules and regulations which govern the regular school day.
4. Students who cause major code infractions will receive out of school suspensions. The suspension from school can be from one to ten days depending upon the code infraction. When a student is suspended they cannot take part in any school function or activity. This also means that they cannot be on school grounds during the duration of the suspension. Students' parents will be notified by phone and also by mail if a suspension is assigned. A parent conference is required before the student will be admitted back to school after serving the assigned suspension.
5. A student may be suspended or expelled, for reasons set forth in Kansas law, by the following certified personnel: superintendent or principal. Any student who is suspended or expelled shall receive a copy of the current suspension and expulsion law and this policy. Expulsion hearings shall be conducted by the superintendent or other certified employee or committee of certified employees of the school in which the pupil is enrolled or a hearing officer appointed by the board, or another person appointed by the board.
6. Electronic Devices and Cell Phones have no place in the classroom during school hours. They are to be silenced during the school day. Exceptions will be determined by the classroom teacher. 1<sup>st</sup> Offense – Staff member turns cell phone into office and student may pick up after serving 30 minute detention. 2<sup>nd</sup> Offense – Staff member turns cell phone into office and student may pick up after serving 60 minute detention & parent/guardian is notified. 3<sup>rd</sup> Offense – Staff member turns cell phone into office and will result in 1 Day of In School Suspension & parent/guardian in notified. Further Violations will result in doubling of ISS days and parent/guardian notification.

### Level I Acts of Misconduct

#### May Include, but not limited to

- Noncompliant Behavior
- Violation of Classroom Rules
- Misbehavior
- Act that disrupts the classroom
- Disrespectful Behavior
- Failure to be Honest

### Possible Discipline Options/Responses

#### May Include, but not limited to

- Verbal Correction
- In class disciplinary action
- Teacher-student conference
- Parent contact: note/email/phone call

### Level II Acts of Misconduct

#### May Include, but not limited to

- Repeated infractions
- Cheating or Plagiarism
- Inappropriate Language: Verbal or Written
- Unapproved use of electronic devices
- Bus Conduct Notice
- Fighting
- Destruction of Property
- Stealing
- Conduct that impinges on the safety of others
- Skipping Class
- Computer Violation

### Possible Discipline Options/Responses

#### May Include, but not limited to

- Detention
- Principal-student conference
- Parent Contact: note/email/phone call
- Office Referral
- Missed Recess

### Level III Acts of Misconduct

#### May Include, but not limited to

- Repeated infractions
- Terrorist Threats

### Possible Discipline Options/Responses

#### May Include, but not limited to

- Principal-Parent conference
- Involvement of Support Services

- Bullying
- Possession of Illegal Weapon
- Exclusion from extracurricular activities or trips
- Implementation of a Behavior Plan

**Level IV Acts of Misconduct**

**May Include, but not limited to**

- Repeated infractions
- Use of tobacco products on school property
- Use of alcoholic beverages on school property
- Use of illegal drugs on school property

**Possible Discipline Options/Responses**

**May Include, but not limited to**

- In School Suspension
- Out of School Suspension

\*All disciplinary guidelines are subject to administrative discretion.

**STUDENT CONDUCT (6<sup>th</sup>-12<sup>th</sup> Grade)**

1. Repeated instances of almost any offense will result in suspension or expulsion. Also, if multiple violations are contained on a disciplinary referral, the totality of the offenses will be considered when implementing disciplinary action.
2. Terrorist threats which would include bomb threats, false fire alarms, death threats, or threats to inflict bodily harm will result in suspension or expulsion.
3. The consumption, possession, use, transfer, or to be under the influence of any narcotic, controlled substance, or illegal drug anywhere on school property or at any school sponsored activity, whether within the school district or out of town, is expressly prohibited and will result in suspension or expulsion and referral to the appropriate legal authorities.
4. Possession, use, or transfer of any weapon by students inside the school building, on school property, or at school sponsored activities, inside the district or out of town, is expressly prohibited. Illegal weapons would include firearms, replica firearms, starter guns, air propulsion rifles or pistols, BB guns or any other type of apparatus that could be used to propel projectiles that could cause injury to others. This policy would also include pocket knives, switchblade knives, gravity operated knives, knives with blades in excess of 1.5 inches, knives containing pocket or belt clips, martial arts weapons including “butterfly knives”, clubs or other bludgeoning instruments, metal or brass knuckles, stun guns, bombs, explosives, grenades, rockets, missiles, or other destructive devices including incendiary devices or poisonous gases. Violation of this policy will result in immediate and appropriate disciplinary action and referral to the appropriate legal authorities. This policy is in effect before school, during the regular school day, after school or at any school sponsored activity. Possession of a firearm shall result in expulsion from school for a period of one year. Students violating this policy shall be suspended and/or expelled and referred to the appropriate law enforcement agency (agencies).
5. The mischievous or malicious setting of fires or other acts of arson inside of any school building or on any school property will result in suspension or expulsion and referral to the appropriate legal authorities.
6. Conduct which endangers the safety or substantially impinges on or invades the rights of others- will result in suspension or expulsion and referral to the appropriate legal authorities.
7. Theft-misdemeanor or felony-will result in suspension or expulsion and referral to the appropriate legal authorities.
8. Vandalism- misdemeanor or felony-will result in suspension or expulsion and referral to the appropriate legal authorities.
9. Inappropriate behavior towards any administrator, instructor, staff member, or school guest will result in suspension or expulsion. Repeated instances of open defiance or refusal to obey any reasonable request, inappropriate remarks or comments and acts of disrespect will result in suspension or expulsion. Repeated disrespect in a class may require a parent, student, teacher, and administrator conference which would require a behavior contract before the student can re-enter the class.
10. Instances of harassment, intimidation, threats, and extortion could result in suspension or expulsion.
11. Any involvement in gang or gang related activities such as wearing of gang apparel, exhibition of gang signs or symbolism, graffiti, (including cult or satanic symbolism) at school property will result in suspension or expulsion.
12. Students will not be allowed to make any inappropriate remarks or exhibit any behavior that demeans, ridicules, or “puts down” any race, religion, creed, sex, national origin, or handicapping condition. Any student or group of students who possess, attempt to distribute, or distribute any unauthorized material at school or on school property which is racially derogatory, divisive, inflammatory, supremacist oriented, or who vandalize or deface school property with racially derogatory, inflammatory, or divisive graffiti, slogans, or symbols will be suspended or expelled.
13. Sexual harassment is defined as a practice which undermines the learning process of a school by creating an environment which is upsetting, threatening, or degrading to the student being harassed. Examples of sexual harassment would be, but are not limited to the following, uninvited or unwelcome notes, letters, telephone calls, or other materials of a sexual nature. It could also involve uninvited and deliberate touching, groping, leaning on or over, or cornering, uninvited sexually suggestive looks, gestures, pressure for sexual favors, persistent pressure for

dates and other intimate situations. Sexual harassment could also involve sexual teasing, making of suggestive remarks, asking improper questions or telling jokes that are off color explicitly related to sex. Sexual harassment could also include attempted or actual rape or sexual assault or the visual display of materials that may be perceived as offensive to either male or female, i.e., posters, calendars, photographs, graffiti or signs. Violations of this regulation will result in suspension or expulsion.

14. Boy and girl relationships are a normal part of growing and maturing. In the school, however, there is to be no public display of affection. Parents/guardians will be contacted for those who cannot refrain from improper displays. Repeated violations of this regulation will result in detention and/or suspension.
15. When a substitute teacher has taken the place of a regularly assigned teacher, the expectation is, students will be on their “best” behavior. Any student referred to the office for disciplinary reasons can expect consequences resulting in detention(s) and/or suspension.
16. Electronic Devices and Cell Phones are to be silenced during the school day and not to be used during class time. Exceptions will be determined by the classroom teacher. 1<sup>st</sup> Offense – Staff member turns cell phone into office and student may pick up after serving 30 minute detention. 2<sup>nd</sup> Offense – Staff member turns cell phone into office and student may pick up after serving 60 minute detention & parent/guardian is notified. 3<sup>rd</sup> Offense – Staff member turns cell phone into office and will result in 1 Day of In School Suspension & parent/guardian in notified. Further Violations will result in doubling of ISS days and parent/guardian notification.
17. Cell phones, cameras, and/or video recorders are NOT permitted to be used in ANY LOCKER ROOM AT ANY TIME including before and after school or any school sponsored events.
18. **NO BULLYING:** bullying is defined as any non-instigated, unprovoked, and intentional gesture; written, verbal, or electronic communication; physical act; or threat that a reasonable person would find severe or pervasive that it creates an intimidating, threatening, or abusive educational environment for a student or staff member.
19. Food or drinks obtained during lunch must stay outside the school building and are to be disposed of properly prior to entering the building.

\*All disciplinary guidelines are subject to administrative discretion.

The below guidelines for discipline apply to all school sponsored activities as well as the school day. School activities are an extension of the school day. Students, when in attendance at any athletic event, contest, dance, school programs, or other activity sponsored by the school, will be required to obey all rules and regulations which govern the regular school day. Students assigned to OSS will not be allowed to participate in school activities. Whenever discipline is assigned, parents/guardians are notified through the mail or by phone.

*Consequences for Conduct Violation:*

A point system, which outlines the consequences of individual and accumulative behavior, appears below. The following are the descriptions of the offenses, the points assigned to each party, and the penalties.

<b>Offense</b>	<b>Points</b>	<b>Penalty</b>
Weapons Violation	13	Long Term Suspension/Expulsion
Arson	13	Long Term Suspension/Expulsion
Terroristic Threat	13	Long Term Suspension/Expulsion
Conduct which impinges on the safety of others	13	Long Term Suspension/Expulsion
Alcohol or Drugs	5	1-10 Day Suspension
Fighting/Use of Physical Force	2-5	1-10 Day Suspension
Tobacco	5	1-10 Day Suspension
Theft	2-5	1-10 Day Suspension
Disrespect & Insubordination	2-5	Detention/Suspension
Destruction of Property	2-5	Detention/Suspension
Bullying or Harassment	2-5	Detention/Suspension
Cheating or Plagiarism	1-5	Detention/Suspension & Zero on Assignment
Disruptive Behavior	1-2	Detention 1 to 6 Hours
Skipping Class or School	1-2	Detention 1 to 6 Hours
Inappropriate Language	1-2	Detention 1 to 6 Hours
Skipping After School	0-2	Detention 1 to 6 Hours
Bus Referral	0-1	3 Points = loss of bus privilege
PDA	0-1	And/or 1 to 4 Hours of Detention
Repeatedly Unprepared for Class	0-1	And/or 1 to 4 Hours of Detention
Food/Drink Violation	0-1	And/or 1 to 4 Hours of Detention
Every 3 <sup>rd</sup> Tardy	0-1	And/or 1 to 4 Hours of Detention

Computer Network	0-1	And/or 1 to 4 Hours of Detention
Lying	0-1	And/or 1 to 4 Hours of Detention
Miscellaneous Violation	0-1	And/or 1 to 4 Hours of Detention
Unexcused Absences All Day (1 <sup>st</sup> Offense)	0	2 Hours Detention
Unexcused Absences All Day (2 <sup>nd</sup> Offense)	1	4 to 6 Hours Detention
Unexcused Absences All Day (3 <sup>rd</sup> Offense)	2	2 Days ISS
Unexcused Absences All Day (4 <sup>th</sup> Offense)	3	5 Days ISS
Unexcused Absences From Class or Activity (1 <sup>st</sup> Offense)	0	Time Missed During Detention
Unexcused Absences From Class or Activity (2 <sup>nd</sup> Offense)	1	Double Time Missed During Detention
Unexcused Absences From Class or Activity (3 <sup>rd</sup> Offense)	2	1 Days ISS
Unexcused Absences From Class or Activity (4 <sup>th</sup> Offense)	3	3 Days ISS

Any other violation that interferes with the delivery of a safe and quality education will be dealt with in a manner fitting the offense as determined by the school administration. A severe offense can result in the student failing the class and his/her removal from the class until the next semester it is offered.

If a student accumulates 6 points he/she will be given in-school suspension for 2 days. If a student accumulates 10 points, he/she will be given in-school suspension for 5 days. If a student accumulates 13+ points, he/she will be suspended (ISS or OSS) for 10 days and may be recommended for a long term suspension or expulsion (determination will be made based on the severity of the offense[s]).

Parents or guardians will be notified by mail and/or phone when their child reaches 3 points and 6 points. Parents or guardians will be notified by mail when their child reaches 9 points and a conference will be scheduled.

A copy will be signed by student and kept on file with the principal.

#### *GUIDELINES FOR DETENTION ASSIGNED BY THE ADMINISTRATION*

Administrative assigned detention will convene promptly by 3:30 PM in Long Island, 3:45 PM in Almena and will last up to 120 minutes. Students will be given the choice of attending detention the day they were seen by the administrator or the following day. Students may be assigned classroom work to be completed and returned to the instructor. Credit will be given and all assignments must be completed. Other obligations, including work, will not be cause for dismissal from detention. Exceptions to this policy will be handled on a limited and individual basis. Parents requesting that a detention be postponed must make the request to a building administrator prior to the date the detention is to be served. Failure to serve detention will result in further sanctions.

#### *SUSPENSION*

Students who cause major code infractions will receive out of school suspensions. The suspension from school can be from one to ten days depending upon the code infraction. When a student is suspended they cannot take part in any school function or activity. This also means that they cannot be on school grounds during the duration of the suspension. Students' parents will be notified by phone and also by mail if a suspension is assigned. A parent conference is required before the student will be admitted back to school after serving the assigned suspension.

#### *EXPULSION*

A student may be suspended or expelled, for reasons set forth in Kansas law, by the following certified personnel: superintendent or principal. Any student who is suspended or expelled shall receive a copy of the current suspension and expulsion law and this policy. Expulsion hearings shall be conducted by the superintendent or other certified employee or committee of certified employees of the school in which the pupil is enrolled or a hearing officer appointed by the board, or another person appointed by the board.

#### **SCHOOL TELEPHONE**

The school telephone is a business phone; it should not be used for social calls. Students are not to use the phone except in unusual circumstances (**leaving homework at home is not an unusual circumstance**). If the case should arise, the student should check through the office before using the phone. Students will not be called from class to answer the telephone, but messages will be taken and given to the student at the end of the period.

**THE SPONSOR MUST UNLOCK THE DOOR FOR STUDENTS WHO NEED TO CALL THEIR PARENTS TO COME AND GET THEM AFTER AN ACTIVITY. THE SPONSOR SHALL STAY WITH THE STUDENTS UNTIL ALL HAVE BEEN PICKED UP AND THEN LOCK THE DOORS.**

#### **LOCKERS**

Lockers are for the convenience of the students. They should not be mistreated. The doors should be closed quietly. Please do not decorate the outside of your lockers. The inside may be used for decoration if you think it is necessary, but must be cleaned out at the end of the year.

ALL lockers may be checked periodically for books and magazines that belong to the library but have not been properly checked out.

### **SEARCHES OF LOCKERS AND STUDENTS**

ALL lockers are the property of USD #212 and are subject to inspection by school authorities at any time and will be done periodically.

Searches of students shall be conducted when reasonable suspicion exists that a school rule or policy has been violated. In order to protect the health, safety, and welfare of students under school jurisdiction, building principals are authorized to search students. All searches shall be carried out in the presence of an adult witness.

Only the school principal or his designee is authorized to conduct searches of lockers or students. Prohibited items recovered during a search shall remain in the custody of the building principal or turned over to law enforcement officials, illegal incidents will be referred to the appropriate law enforcement agency.

### **DRESS CODE**

Hats or other headgear will not be worn inside buildings before or during school hours. This rule also includes those times when Northern Valley students are located in other facilities for any reason. Special circumstances stated by the administrator only can alter this rule. Other clothing deemed inappropriate shall not be worn at school including, but not limited to, clothing with alcohol, tobacco, drugs or sex or sexual innuendo displayed, low cut tops or tops that do not have a two inch strap across the shoulder, no tank tops, and no tops with the sides ripped out. No undergarments should be showing. No midriff should be showing. Skirts and shorts shall be as long as the longest fingertip when hands are hanging normally at sides.

### **GUESTS**

Visitors will be allowed to visit school if arrangements are made with the office at least one day in advance. Visiting youngsters will not be allowed to visit school on a day-to-day basis, as the teachers are not employed as babysitters. The school welcomes visits by parents at any time. During the school year all parents are encouraged to attend the activities sponsored by the school.

### **POSTING OF MATERIALS ON SCHOOL PREMISES**

Nothing is to be posted in the school building (bulletin boards) or on school grounds unless approval has been given by the building principal.

### **PUBLIC DISPLAY OF AFFECTION**

There will be **NO** public display of affection (PDA) including but not limited to holding hands, hugging, kissing, etc.

### **PLAGIARISM**

Academic dishonesty is not acceptable. Cheating, defined as copying another student's work and claiming it as your own and plagiarism, defined as the use of another person's original ideas or writing without giving credit to the true author, are both prohibited practices. Materials taken from electronic sources are covered by this policy.

A student who engages in any form of academic dishonesty will be subject to the loss of credit for the work in question, as well other disciplinary measures up to and including suspension or expulsion.

### **SPORTS AND ACTIVITIES**

#### ***ELIGIBILITY***

The board encourages the development of co-curricular activities compatible with these policies.

Any student who does not wish to participate in any required, school-sponsored activity must file a written statement with the superintendent requesting that the student not be required to participate in the activity. The written statement must be signed by one of the student's parents and explain the reason(s) why the student should be exempt from participating in the activity.

6-12 students who wish to participate in any school sponsored activity (on or off campus) other than attending regularly scheduled classes during the normal school day and participating in practices, must have passed at least five units of credit the preceding semester. Students failing two (2) or more subjects in one week or failing one (1) class two or more weeks in a row will be considered ineligible. Eligibility is determined utilizing the student's eligibility for the first week in the second semester. Thereafter, the cumulative class grades earned each week in the second semester will apply. Each instructor will list by name and subject any student who is receiving a failing grade and have his/her list to the building administrator and building secretary by Monday morning. The "Failing List" will be compiled and emailed to all staff members.

The Kansas State High School Activities Association and the local school determine athletic eligibility. All students interested in the interscholastic athletic program should acquaint themselves with the many regulations and determine eligibility. The athletic coaches can answer your questions and there is a copy of the K.S.H.S.A.A. rules containing all the printed regulations in the office.

A student, as an individual involved in an activity offered at our school, is recognized as an OFFICIAL REPRESENTATIVE of the school and its community. Your conduct and sportsmanship on and off the school premises should display the highest possible standards. **BE PROUD TO BE A HUSKY AND MAKE OTHERS PROUD!**

### ***LEAGUE***

Northern Valley High School and Junior High is a member of the Western Kansas Liberty League. League championships are awarded in football, basketball, volleyball, and track. The league sponsors speech contests, vocal and instrumental festivals and concerts, and academic competitions.

### ***ACADEMIC LETTERS***

9<sup>th</sup>-12<sup>th</sup> Students may letter academically by making a 3.3 GPA or above for the last semester of previous year and the first semester periods of each school year and having no grade below a B (no C, D, or F grades). Classes which will not be included in the GPA for Academic lettering are; Band, Vocal, PE (Except for Freshmen PE/Wellness), and Teacher Aide. Freshmen letters will be used on the first semester of the school year.

### ***PHYSICAL FORMS***

Before a student athlete is permitted to report for practice in a sport, he/she must have a physical examination or health review documented by a completed form furnished by the school. Either form requires the student to gain the permission of his or her parents or guardian. **THE FORM REQUIRES THE SIGNATURES OF BOTH THE PARENT AND THE ATHLETE.**

### ***TRAVELING TO AND FROM ACTIVITIES***

In order to promote team building and camaraderie the squad and/or team members are expected to ride to and from games in the bus, or whatever means of transportation is provided by the district. However, a squad member must secure the approval of the administrator by filling out a transportation waiver before any contest to ride home with an adult other than the student's parent/guardian. PARENT /GUARDIAN PHONE CALL AUTHORIZATIONS WILL NOT BE ACCEPTED. Transportation waiver must be signed by the parent/guardian and contact information must be provided to verify signatures.

### ***AGE RULE***

Any student, who reaches the age of nineteen (19) on or before September 1, shall be ineligible for participation in any interscholastic activity. Any student, who reaches the age of nineteen (19) after September 1, shall be eligible for the balance of the school year.

### ***ALCOHOL TESTING AT SCHOOL ACTIVITIES***

Students or student guests attending a school sponsored activity that are deemed (by reasonable suspicion) to be under the influence of alcohol are subject to alcohol testing. Anyone refusing to be tested or testing positive will have their parents and the authorities notified. Students will be transported by parents or authorities from school premises. Student guest who test positive or refuse to be tested will be permanently banned from future school activities. Students who test positive or refuse to be tested will be subject to the school discipline and athletic policies.

### ***INSURANCE***

The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian's insurance company for payment. Expenses not covered by the parent/guardian's insurance can then be referred to the insurance carrier of the school district (Student Assurance Services, Inc.). Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting.

### ***INDIVIDUAL ENTRY FEES***

Any activity that requires an INDIVIDUAL entry fee must be attended by the student who committed to attend the event. Students failing to attend once the entry fee has been paid will be required to reimburse the school for the loss of the entry fee and may be prevented from competing in additional competitions until this is paid. Exceptions to this rule may be made on an individual basis for limited reasons.

### ***ACTIVITY FUND***

The activity fund is the financial headquarters for all the extracurricular funds. All high school organizations that have funds in their treasuries are required to deposit their money in this fund. The school secretary is the bonded treasurer and the custodian of these accounts that are subject to audit annually. **Purchases are to be made only with a purchase order issued by the office.** The

purchase order is presented to the supplier and is thus authorized to charge the items listed to the organization. Bills are then brought into the office, but should be recorded as expenditures by the treasurer of the class or organization. Class treasurers should check their books with the office secretary each month.

### REMOVED SPECTATOR POLICY

Sportsmanship, while important for the participants of a sporting activity, is also of the highest importance for the spectator as well. Accordingly, there should be no room for a spectator to repeatedly get removed from athletic contests by the officials or administration. The center of attention during an athletic event should be on the game and its participants, not a spectator that insists on making a scene because they disagree with an official's call or a coach's decision.

Accordingly, effective starting the 2019 – 20 school year, the following consequences will be issued for spectators (adult or student; including employees of Northern Valley USD 212) that are removed from athletic contests:

First Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **14** days (beginning with the date of removal). Should the season end before the 14 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Second Offense- The removed spectator will be banned from attending ANY athletic contests in which Northern Valley HS or JH is a participant, for a period of **45** days (beginning with the date of removal). Should the season end before the 45 day period ends, the consequence will be carried over into the next sports season (i.e. Fall to Winter), *with the count resuming on the day of the first scheduled athletic contest of that season.*

Third and Subsequent Offenses- The removed spectator will be banned from attending ANY athletic contest in which Northern Valley HS or JH is a participant for a period of **one calendar year** (beginning with the date of removal).

Exceptions will **not** be made for special events (i.e. Senior Night).

Attempts to enter a contest from which the spectator is banned will be viewed as trespassing, and law enforcement will be called should the banned spectator refuse to leave the premises. The banned spectator will also be immediately subjected to the next punishment in the sequence (i.e. should a spectator that is banned for 14 days attempt to enter an athletic contest during that 14-day period, that spectator will now be banned for 45 days, starting from the date of the second infraction).

### **NORTHERN VALLEY CHAPTER OF THE NATIONAL HONOR SOCIETY BYLAWS**

The Northern Valley Chapter of the National Honor Society is open to juniors and seniors who meet the qualifications established by the National NHS Constitution, and the guidelines for eligibility set by the Northern Valley NHS Faculty Council. Membership is an honor bestowed upon a select group of students by the faculty council on behalf of the school faculty. Membership is based on four criteria: Scholarship, Character, Service, and Leadership. All chapters are governed by the National NHS Constitution. Local needs and conditions are addressed through the chapter bylaws. An induction ceremony is held in the spring.

#### *NORTHERN VALLEY NHS ELIGIBILITY REQUIREMENTS:*

- Students may be selected after the first semester of their junior year and must have a 3.5 cumulative GPA or better.
- Students must have been in attendance at Northern Valley the equivalent of one semester. The semester guidelines may be waived for a student who has transferred to the school, after seeking and receiving a recommendation from the student's previous principal.
- Once identified, eligible candidates will receive an invitation to join National Honor Society. The invitation will include an Interest Survey. Candidates will have at least one week to complete the survey and return it to the Chapter Advisor.

#### *SELECTION AND EVALUATION PROCESS:*

- Once the interest survey is received, the chapter advisor may gather information on all applicants.
- In addition to the survey, information may be gathered from (but not limited to): teacher, administration, club sponsors, coaches, parents, employers, and student records.

- All information received will be confidential and maintained by the Chapter.

*MEMBERSHIP:*

- Active members must maintain the standards by which they were selected-Character, Leadership, and Service – as outlined in the National Honor Society Handbook.
- Must maintain a 3.5 cumulative GPA
- Have no more than 4 excused absences from meetings and activities and no unexcused absences.
- Participate in 2 community service projects over the course of membership.
- Maintain the principals of Service, Leadership, and Character
- Officers must uphold the duties of their office or be subject to dismissal.
- Members who do not meet all expectations will be notified of pending dismissal.

*MEETINGS:*

- Meeting times are specified in the bylaws. The chapter advisor and the chapter officers make up the executive committee and meet regularly to discuss chapter business and plan meetings.

*DUES:*

- Annual dues may be collected as stated in the National Honor Society Handbook.

*DISMISSAL:*

- A member having an infraction will be notified of pending dismissal.
- May face dismissal if laws of active membership are not followed.

(Established by the NHS Faculty Council along with the NHS Advisor, Rachele Cox, in February 2000. Sources of information include the following: NHS Handbook Norton Community High School NHS guidelines, and Clear Creek High School NHS guidelines, and Englewood High School NHS bylaws.)

**NEW YORK – WASHINGTON TRIP POLICY**

The New York – Washington D.C. Trip is a school – sponsored activity. The school will sponsor this trip by providing release time and at least one supervisor to assist in discipline and observation. The following guidelines will apply to this trip:

1. The school sponsors this trip; therefore, all school rules will apply.
2. Only juniors and seniors are eligible for this activity.
3. Students participating in this activity agree to abide by the rules established by the trip’s organizer/director.
4. The person going as the school representative shall have the authority to judge the actions and determine whether policies have been violated. They will have the authority to determine the proper response on the trip and will report all violations to the administration upon returning from the trip. All rules violations will be dealt with in the same manner as if the violation had occurred during school hours.
5. Before going on the trip, each student will have to meet certain eligibility requirements. Eligibility will be based upon first semester grades and discipline referrals. To be eligible academically, a student must have met the standards as prescribed by the Kansas State High School Activities Association. In addition, students who have been discipline problems during the school year will have their situation reviewed to determine the advisability of allowing them to take part in this activity.
6. All students will make up all of their work in advance. Special assignment sheet will be circulated to all teachers who have students going, and copies will be made available to each student. All work not completed may be recorded as a 0%.

**SENIOR END OF YEAR POLICY**

In order for Seniors to earn an early release at the end of the school year, each senior must meet the following conditions:

1. demonstrate good behavior,
2. follow the attendance (NO Senior Skip Day) and tardy policies, and
3. maintains acceptable classroom behavior.

The earned early release may be up to five days prior to the regularly scheduled end of the school year. The day for early release will be determined by the superintendent. Individual seniors failing to comply with this policy can still walk at graduation but may have their diplomas held until they have met the attendance requirements set by the superintendent.

**6 – 12 HANDBOOK AWARENESS STATEMENT**

My Signature below indicates that I have received and read the Student Handbook, Activity Handbook, the Consent and Warning to Athlete and Parent/Guardian, and the Code of Conduct found on pages [redacted] of the Student Handbook.

**INSURANCE AWARENESS**

I also recognize that interscholastic activities involve the risk of injury to the participant, which on occasion could be serious. The school does have accident insurance; however, all expenses incurred must first be submitted to the parent/guardian’s insurance company for payment. Expenses not covered by the parent/guardian’s insurance can then be referred to the insurance carrier of the school district (Student Assurance Services, Inc.). **Expenses not covered by either will become the final responsibility of the parent/guardian. Accidents or injury must be reported in a timely manner. The school insurance will not cover expenses for injuries, which occur as a result of horseplay or fighting. In case of accident or injury, coaches/sponsors and other certified school personnel are hereby authorized to provide first aid and arrange for such other emergency treatment they consider necessary.**

Parents should inform the school of changes in residence, custody, phone, work and emergency telephone numbers.

Student Name (PRINT) \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_ Grade \_\_\_\_\_

Parent’s Signature \_\_\_\_\_

Date \_\_\_\_\_

**STUDENT COMPUTER/INTERNET USAGE AGREEMENT**

My signature below indicates that I have received and read the Computer Usage policy found on page [redacted] of the Student Handbook.

**Please check the appropriate response:**

My student may use the computers/Internet while at school pursuant to board policy, and agrees to abide by the rules of the policy.

My student may not use the computers/Internet while at school.

Parent’s Signature \_\_\_\_\_

Date \_\_\_\_\_

Student Name (PRINT) \_\_\_\_\_

Student Signature \_\_\_\_\_

PLEASE RETURN THIS SIGNED FORM PAGE TO YOUR FIRST PERIOD TEACHER THE FIRST WEEK OF SCHOOL.

**Northern Valley 6 - 12 Transportation Waiver  
Not Required for Parent(s) or Legal Guardian(s)**

Date: \_\_\_\_\_

This to certify that \_\_\_\_\_ has my permission to ride from the  
(Student Name)  
\_\_\_\_\_ activity contest on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_  
(Activity) (Date) (Location)

I certify that I have made arranged transportation with \_\_\_\_\_ for this student.

**(Non-student** Adult transportation)

I understand that the Northern Valley 6 - 12 Activity Rules require students to ride the bus or transportation to and from all activity events and departure from this requirement will release the Northern Valley School District from all liability for any adverse results that may occur.

I agree to release the Northern Valley School District and its employees and administrators from all liability with reference to the above-stated transportation.

This form must be on file with the Activity Director prior to the dismissal of school on the day of the contest.  
**(Parent/Guardian must sign this form; phone call requests will not be accepted)**

Parents will be called to verify permission.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Parent Phone Number

\_\_\_\_\_  
**Signature of Athletic/Activity Administrator**

Approved -- Not Approved

Parent called \_\_\_\_\_  
Initials

Parent not called \_\_\_\_\_ Reason: \_\_\_\_\_  
Initials

Area of Concern	First Level	Second Level	Third Level	Fourth Level	Fifth Level
Athletics	<b>Coach</b>	<b>Athletic Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Curriculum/Academic / Instruction	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Discipline	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Facilities	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		
Guidance	<b>Student Success Coord.</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Special Education	<b>Teacher</b>	<b>Principal</b>	<b>NCKSEC</b>	<b>Supt.</b>	<b>Board of Education</b>
Student Concerns	<b>Teacher</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>	
Computer / Technology	<b>Teacher</b>	<b>Technology Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Transportation	<b>Driver</b>	<b>Transportation Director</b>	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>
Custodial / Maintenance	<b>Principal</b>	<b>Supt.</b>	<b>Board of Education</b>		

### Lines of Effective Communication

**~~2019—2020-2021~~ Negotiated Agreement**



**Between**

**Northern Valley USD # 212**  
*(Approved by the Board of Education, ~~July 12<sup>th</sup>, 2021-July 8<sup>th</sup>, 2019~~)*

**And**

**The Northern Valley Education Association**

*(Ratified by the members of NVEA, May 12<sup>th</sup>, 2021 June 5<sup>th</sup>, 2019)*

## **USD 212 – Northern Valley – 2019 – 2021 - 22**

### **ARTICLE 1-DEFINITIONS AND GENERAL AGREEMENTS**

#### **Section 1**

##### **Duty Day**

The normal duty day shall be eight and one-half (8.5) hours for contact days and eight (8) hours for all other days as determined and scheduled by the Board. The Board shall have the right to determine the number of periods, length of periods, length of instructional time and the right to change the components of the duty day. The duty day may be extended to include open houses, parent-teacher conferences and special education staffing as determined by the administrators. In the event the extension for staffing extends into a scheduled activity of a teacher, the meeting shall be rescheduled to a more appropriate time.

Teachers are expected to be on duty for all days identified on the adopted calendar for the duty day period of eight hours and thirty minutes as scheduled by the Board. An exception to this shall occur when a partial school day is scheduled immediately prior to all holiday breaks, in which case teachers will be expected to remain on duty until dismissed by their building administrators. In no event shall a teacher be required to remain on duty more than 30 minutes after the student's early dismissal time.

The administrator will determine the duty day for teachers when school is dismissed early for the scheduling of special events.

When school is cancelled due to inclement weather teachers are not expected to report for duty. If the day that is cancelled must be made up, teachers will be expected to report for the make-up day(s) as scheduled by the Board.

Each professional employee shall be assigned a duty-free period each contract duty day for the purpose of eating lunch and having a brief respite period. This time shall be equal to the time allowed students for a lunch break.

#### **Section 2**

##### **Duty Year**

The basic duty year will not exceed 170 days (*based on an 8.5 hr. contact day*) as determined and scheduled by the Board.

#### **Section 3**

##### **Payroll Dates**

Pay day for teachers shall be the 5<sup>th</sup> day of each month beginning in September. If such date falls on a weekend (Saturday or Sunday) or a holiday, paychecks will be delivered on the last working (contract) day before the 5<sup>th</sup>.

#### **Section 4**

##### **Preparation Time**

Teachers will be assigned a planning period to be used for class preparations, planning and record keeping. The planning time is defined as a minimum of 40 minutes in length and will be scheduled by the principal.

#### **Section 5**

##### **Grant Writing**

The board will provide training for grant writing during the school year. Seven percent of the grant awarded will be given to the writer.

#### **Section 6**

##### **School Calendar**

The Board of Education shall adopt the school calendar each year. The Board, in adopting the school calendar shall include the following holidays, with the minimum number of days designated:

Labor Day	-	1 school day
Thanksgiving Vacation	-	2 school days
Winter Break	-	10 calendar days

**School Calendar (Cont.)**

Spring Break	-	5 school days
Good Friday	-	1 school day

The Board shall have the right to change the number of vacation days in developing the school calendar. The administration and a teacher representative shall meet together to discuss and make calendar recommendations to the board. Any recommendations should be presented to the Board on or before the January meeting.

**Section 7**

**Early Termination of Contract**

The following paragraph shall be included as part of the individual contract for each teacher and shall be stated as follows;

The board will accept a teacher’s resignation received after the resignation notification date set by state law upon receipt of liquidated damages in the amount of:

1. 1% of the teacher’s total contract salary for a resignation received up to 20 calendar days following the resignation notification date set by law inclusive,,
2. 2% of the teacher’s total contract salary for a resignation received between the 21<sup>st</sup> through the 40<sup>th</sup> calendar day following the resignation notification date set by law inclusive,
3. 3% of the teacher’s total contract salary for a resignation received between the 41<sup>st</sup> through the 60<sup>th</sup> calendar following the resignation notification date set by law inclusive,
4. 4% of the teacher’s total contract salary for a resignation received after the 61<sup>st</sup> calendar day following the resignation notification date set by law.

The Board reserves the right to waive the required payment while still accepting the resignation.

**Section 8**

**Reproduction of Agreement**

Copies of the agreement shall be granted at Board expense (Electronic or Hard Copies) within seven working days after the agreement is ratified and provided to all teachers upon request.

**Section 9**

**Savings Clause**

If any clause, paragraph, sub-article or article of this agreement shall be held invalid, it shall be conclusively presumed that the parties would have agreed to the remainder of the agreement without the invalid portion.

**Section 10**

**Duration of Agreement**

This agreement shall become effective July 1, 20192021, provided it is ratified by a majority of the Board and a majority of the members of the negotiating unit and shall expire June 30, 20202022.

**Section 11**

**Supervision of Student Teachers**

Supervision of a student teacher shall be voluntary on the part of the teacher.

**Section 12**

**Administering Medication to Students**

No professional employee shall be required to administer medications or first aid to students unless licensed or trained to do so.

**Section 13**

**Access to Teacher Files**

A teacher shall have the right to review their individual files during normal business hours. If staff is busy with other duties, a time will then be established to review the file. The teacher shall have the right to have any documents except confidential college placement files reproduced. Confidential College placement files shall not be available for review or reproduction by the teacher. The teacher may respond in writing to any material contained in the teacher's personnel file. Any written material regarding a complaint that is placed in a teacher's personnel file will also be provided to the teacher.

## **ARTICLE 2-SALARY AND BENEFITS**

### **Section 1**

#### **Salary Schedule Placement**

1. Teachers new to the district will be granted credit for all prior teaching experience and credit for the last degree and hours earned after the last degree. At the time of initial employment, the Board may pay a salary in addition to the schedule amount if determined necessary by the Board.
2. Horizontal movement is allowed at the hiring schedule rate.
3. Column movement shall be allowed for earning the degree and/or hours required by the hiring schedule columns. Hours above the last degree are hours earned after the granting of the last degree. Additional college hours must be graduate hours in the teacher's field of study or hours approved in advance by the Superintendent with a grade of "C" or above or "P" in a pass/fail course. The teacher shall provide suitable evidence in the form of an official transcript of the additional hours, or may provide a letter from the instructor indicating the successful completion of a course in place of an official transcript by September 10, to receive credit for the current school year. The letter from the instructor does not replace the official transcript in the teacher's personnel file. Official transcripts must be provided no later than November 1.
4. Teachers shall normally qualify for advancement of one step for each year of public school teaching experience; however, the district board reserves the right to freeze step placement. If there is no freeze on steps, teachers will be paid according to their years' of experience on the vertical steps.
5. Professional development points will count toward salary schedule movement. (20 PDC points = 1 hour college credit). PDC points may not count for more than ½ of the hours needed for column movement on the salary schedule, prior to the earning of a master's degree. After earning a master's degree, full PDC credit shall be given for salary schedule movement.

### **Section 2**

#### **Supplemental Salary**

The current supplemental salary schedule shall be included in the 2019-2021-2022 agreement.

### **Section 3**

#### **Contract Extension**

The Board has the authority to offer extensions to the negotiated duty year. Pay for the extended contracts will be equal to the annual salary schedule amount divided by the number of normal contract days in the normal duty year. The calculated amount shall be paid for each day above the normal contract. (168 days determined by 158 days x 8.5 hours per day = 1343 hours divided by 8 hours = 167.875 days.)

### **Section 4**

#### **Activity Pass**

Passes for all in-district athletic events and activities shall be given to each teacher and their spouse.

### **Section 5**

#### **Fringe Benefits**

- A. **Defined Benefit**  
The Board will pay in addition to salary, a fringe benefit for full-time certified teachers in the amount of \$350.00 per month to be applied to the cost of the district's group health insurance plan. Upon termination or non-renewal of the teacher's contract of employment for any reason all board payments of fringe benefits shall terminate on the date employment with the district ceases.
- B. **Retiree Insurance**

Retired employees and their dependents shall be entitled to continue coverage under the district-sponsored group health insurance program, provided the retired employee makes written application with the clerk of the board of education for such continued coverage within thirty (30) days following the retirement of the employee. Retired

#### **Salary and Benefits (Cont.)**

employees electing continued coverage shall be required to make the monthly premium payment for such continued coverage in advance of the due date of the premium to the carrier. The premium amount will be determined by the carrier. Such payment shall be made to the board of education or directly to the insurance carrier, as may be determined by the Board. The coverage under the group health-care benefits will cease at such time as (1) the retired employee attains the age of 65 years of age, (2) the retired employee fails to make their required premium payments on a timely basis, or (3) the retired employee becomes covered or is eligible to be covered under a group plan of another employer.

#### **C. Insurance Refunds**

Any insurance refunds shall first be used to reduce the cost of future insurance premiums. If, for any reason, the district receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contribution. Any amount paid as a defined benefit shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the generated.

#### **D. Mileage will be paid at a rated of \$.56 per mile to those teachers that start their day teaching in either Long Island or Almena, and then commute to the alternate town, to teach, as part of their duty day. Teachers will be required to turn in those days, said travel occurred, to the district office at the end of the semester in order to get reimbursed for mileage.**

#### **Section 6**

##### **Salary Deduction**

Whenever a teacher is absent from work for reasons other than those covered by paid time off, professional work, or other approved reasons, there shall be a deduction made for each day of absence at the teacher's daily salary rate. This deduction will be made whether a substitute is hired or not.

#### **Section 7**

##### **Voluntary Tax Sheltered Annuities**

The Board shall provide the opportunity for teachers to execute a voluntary salary reduction agreement for tax sheltered annuities to the extent allowed by federal law. Teachers may make the election to contribute to the voluntary tax sheltered annuity or modify the annuity agreement in a thirty (30) day period prior to September 1 and March 1 of each year. The companies allowed for execution of a tax sheltered annuity agreement shall be limited to three and agreed to by both parties.

#### **Section 8**

##### **Dues Deduction**

Upon receipt of a written authorization by a teacher, the Board will provide for the payroll deduction for association dues for the recognized representative of the teachers. The written authorization shall be filed with the superintendent within ten (10) days of the beginning of the contractual obligations. Once authorized, the deduction will continue until revoked in writing by the teacher.

The amount of the monthly deduction shall be provided to the Board by the association. The amount of the deduction must be supplied by the association within ten (10) days of the beginning of the teacher's contractual obligations. The association agrees that the Board will not be held responsible in any manner for the collection or payment of teacher association dues or the amount of the dues.

The Board will pay the amount of dues deducted each month to the treasurer of the teacher association.

#### ***ARTICLE 3-LEAVE***

All leave will be adjusted in .25 increments. (may be taken in 30 minute increments; 2012)

0-2 hours = .25 day  
2-4 hours = .50 day  
4-5 hours = .75 day  
6-8 hours = 1 day

## **Leave (Cont.)**

### **Section 1**

#### **Paid Time Off (PTO)**

All full-time teachers are entitled to twelve (12) days paid time off annually, accumulating to sixty (60) days.

Accumulated PTO will be determined at the end of each contract year. Assignment of additional annual PTO will be made on the first day of duty by the teacher in each contract year.

After an absence of two consecutive (2) days, a doctor's certificate may be required.

All teachers who have sixty (60) days of PTO available on the first day of the contract year shall be paid for days over forty-eight (48) at the end of the school year, at the rate of one-half (1/2) the daily rate for substitute teachers. Calculation and payment will be made at the end of the contract year.

Teachers have the option to request pay out of PTO in excess of five (5) days at one-half the daily rate for substitutes teachers by submitting request in writing to Board Clerk by the payroll cutoff date for December payroll (Thanksgiving). No other payment will be made to the teacher for unused PTO.

Upon the teacher ending employment with the district, the teacher will be paid for all unused PTO days at the rate of one-half (1/2) the daily rate for substitute teachers. If a teacher does not fulfill their contract or is suspended during the school year, then no sick pay will be redeemed.

PTO will not be allowed on those days immediately preceding or immediately following vacation or holidays, professional meetings, summer, or other school dismissals, unless prior permission is obtained from the Board of Education.

### **Section 2**

#### **Funeral and Bereavement Leave**

An employee who is absent during his/her regularly scheduled work week due to the death of a spouse/significant other, child or stepchild, or parent or stepparent, may receive payment for reasonable and customary days absent, not to exceed five (5) regularly scheduled workdays for bereavement in conjunction with attending the funeral. An employee who is absent for funeral and bereavement during his/her regularly scheduled work week due to the death of a grandparent, grandparent-in-law, grandchild, parent-in-law, foster parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, or son-in-law may receive payment for reasonable and customary days absent, not to exceed three (3) regularly scheduled work days.

An employee may be required to furnish verification of the reason for the absence upon request of his/her supervisor or the Office.

### **Section 3**

#### **Annual Leave Accounting**

At the end of the contract year, the Board will report to each teacher a status report of accumulated personal time off.

### **Section 4**

#### **Jury Duty**

USD #212 teachers who are called to serve on a jury shall receive his or her regular pay while involved in such service. The teacher shall retain the jury service fee and all mileage, meals, and housing reimbursement.

## **Section 5**

### **Professional Leave**

Professional leave may be granted by the superintendent. Requests for professional leave must be presented to the superintendent at least one (1) week prior to the planned activity. All obligations for expenses must be approved in advance of the planned activity. If an administrator requests a teacher to attend a conference or meeting, the actual cost of registration, travel, housing and meals will be paid by the district.

## **Leave (Cont.)**

## **Section 6**

### **Military Leave**

A Certified Staff employee who is a member of the National Guard or a reserve component of the U.S. Armed Forces shall be granted a leave with pay for active duty or active duty training for a period not to exceed 30 work days in any two (2) consecutive calendar years. *With prior approval of the Superintendent.*

Annual military active duty leave must be requested in advance. A copy of active duty orders must accompany the request.

## **Section 7**

### **Unpaid Leave**

A teacher may be granted unpaid leave subject to the prior approval of the Board.

## **Section 8**

### **Covering Classes**

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

## **Section 9**

### **Salary Reduction Plan**

The Board shall establish a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement within ten (10) days of the beginning of the contractual obligations to cover all premiums for the employees selected benefits. Once the annual allocation for each selected benefit is made, the only change which will be allowed is as result of a change in family status as provided by federal statute or regulations.

Each teacher executing a salary reduction agreement for elected benefits may allocate an annual sum not to exceed the cost of the benefits selected to be used for the purchase of:

1. Group Health Insurance
2. Cancer Insurance
3. Salary Protection Insurance
4. Medical Reimbursement Plan
5. Dependent Care Reimbursement Plan
6. Hospital Insurance
7. Dental Insurance
8. Accident Insurance

Any unexpended money committed by the election of the teacher for any of the salary reduction benefits that may remain at the end of the plan year shall revert to the Board of Education.

Each teacher may execute a salary reduction election once each plan year within. After the annual election is made each year, the only changes which will be allowed in the election are for the fluctuations in the insurance premium amount or in the change in family status as defined by the Internal Revenue Code.

## **ARTICLE 4-EVALUATION**

## **Section 1**

### **Evaluation Procedure**

1. Every teacher in the first two years of employment shall be evaluated at least once each semester by the sixtieth (60<sup>th</sup>) school day of the semester. Every teacher in the third and fourth year of employment shall be evaluated at least once each school year by February 15. Every teacher employed five (5) or more years shall be evaluated at least once every three (3) years and by February 15 of the year evaluated.
2. One formal evaluation and pre-observation conference shall be scheduled in advance by the evaluator. A post-observation conference will be held and a copy of the administrator's observation notes will be provided within five (5) school days. Further evaluation observations may be scheduled or unscheduled as determined by the evaluator. The teacher may request the formal observation be videotaped.
3. The number of evaluations as stated in paragraph 1 are a minimum. The administration has the right to conduct more frequent evaluations and observations. Observations will be done openly, and all observations for evaluation purposes will be done openly and with the knowledge of the teacher.
4. The evaluator shall complete written observation notes for all scheduled and unscheduled observations and a copy will be given to the teacher.
5. The evaluations shall be completed by the administrative staff.
6. Prior to completion of the formal evaluation, the evaluator shall observe the teacher for at least two class periods or two 30-minute sessions.
7. The evaluator shall meet with the teacher for completion of the formal evaluation prior to the due date.
8. The teacher may make a written response to the evaluation within two (2) weeks of the presentation of the evaluated document. The teacher's response will be filed with the evaluation document.
9. The Board and Association shall form an Evaluation Committee to review the current evaluation procedure and evaluation instrument in consideration of any changes in Board approved criteria. The committee shall include three (3) teachers and two (2) administrators. Any recommendations for change shall be provided to the Board and Association. The NVEA and the USD 212 Board of Education have agreed to use the KEEP evaluation instrument designed by the Kansas State Department of Education.

## **Section 2**

### **Evaluation Instrument**

The evaluation instrument is not included. It is available for review on the KSDE website. The Board retains the right to modify, add, change or delete the evaluation descriptions contained in the evaluation document.

## **Section 3**

### **Plan of Assistance**

In the event a teacher's evaluation indicates the need for corrective action or change of performance, the administrator may place the teacher on a plan of assistance.

Any plan of assistance shall be in writing and shall include:

- a. The assistance to be provided to the teacher by the administration.
- b. The actions or improvements to be achieved by the teacher.
- c. Identification of outside resources that may be available, if any.
- d. The time and criteria for future evaluation of the completion of the plan of assistance.

Written documents of the plan of assistance will be maintained in the same manner as evaluation documents.

The plan of assistance will be developed by the administration for any teacher prior to non-renewal by the board.

d.

## ***ARTICLE 5-TEACHER GRIEVANCE PROCEDURE***

### **Section 1**

#### **Teacher Grievance Procedure**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. This procedure includes the Americans with Disabilities Act.

#### **B. Procedure**

##### **1. Level One**

The aggrieved person should request an informal conference with his principal or other immediate superior within a reasonable time after he becomes aware of the grievance. At this conference the aggrieved person, either directly, or through the Association's grievance representative and the supervisor, will seek to resolve the matter informally.

##### **2. Level Two**

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing simultaneously with the Association President and the Principal within ten (10) days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.
- (b) Within five (5) days after receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and his representative of the Association in an effort to resolve it.

##### **3. Level Three**

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance with the Association's officer for review and transmittal to the Superintendent of Schools within five (5) days after the decision at Level Two or fifteen school days after the grievance was presented, whichever is sooner.
- (b) Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent and the Building Principal will meet with the aggrieved person and his representative from the Association in an effort to resolve it.

##### **4. Level Four**

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance with the Association's officers for review and transmittal to the School Board within five (5) school days after the decision at Level Three or ten (10) school days after he has met with the Superintendent, whichever is sooner.
- (b) Within five (5) school days after receipt of the written grievance by the School Board, the School Board will meet with the aggrieved person and his representative from the Association in an effort to resolve it. (A quorum of the Board must be present for any official action to be taken.)
- (c) The Superintendent and Building Principal will be given a like meeting with the School Board. (A quorum of the Board must be present for any official action to be taken.)
- (d) The School Board will then render a decision in an effort to resolve the grievance.

#### **C. Rights of Teachers to Representations**

1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration, or the Board, against any aggrieved person, any party in interest, any Grievance Representative, and Association Officer, or any other participant in the grievance procedure by reason of such participation.
2. A teacher may be represented at all stages of the grievance procedure by himself, or at his option, by a Grievance Representative, selected by the Association. If a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **D. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
2. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association, and given appropriate

distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

## **ARTICLE 6-REDUCTION IN FORCE**

### **Section 1**

#### **Reduction of Teaching Staff**

In the event the board decides the size of the teaching staff must be reduced, guidelines in the following proposal will be followed. Insofar as possible, reduction will be accomplished by attrition due to resignations and retirement ~~and by non-renewal of non-tenured teachers.~~

The following steps will be utilized by the district's administrative staff:

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals as determined by the board.

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. Evaluation forms, instruments or tools will be used to measure each staff member's teaching ability.

In the event two or more teachers have similar qualifications, skills and teaching abilities in a teaching area deemed necessary to fulfill the district's educational goals, the superintendent shall recommend ~~a tenured a more experienced teacher, if any,~~ before recommending a ~~non-tenured less experienced~~ teacher for the position in question.

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of non-renewal.

~~Written documents of the plan of assistance will be maintained in the same manner as evaluation documents.~~

~~The plan of assistance will be developed by the administration for any **tenured** teacher prior to non-renewal by the board.~~

## **ARTICLE 7-TEACHER DISCIPLINE**

### **Section 1**

#### **Teacher Discipline**

~~An administrator may, for just cause, reprimand, discipline or suspend a teacher for a violation of Board policy or a breach of conduct or duty. Just cause is defined as any reason put forth by the administrator in good faith and which is not arbitrary, irrational, unreasonable or irrelevant to the administrator's role of supporting, building and maintaining an efficient school system. A breach of conduct is a violation of Board policy, rules, orders, reasonable administrative directives or commonly accepted standards of ethical behavior. A breach of duty may include, but not be limited to: insubordination; use of school time or property for personal gain; violation of drug or alcohol policy; improper conduct toward a student, parent or another employee or physical or mental abuse of a student. Action to reprimand, discipline or suspend a teacher shall not be based on an anonymous complaint.~~

~~Discipline responses may include, but not be limited to, verbal warnings, written directions for plan of assistance, suspensions with pay or consideration of employment action by the board. The discipline response will be selected by the administration or the Board. A copy of any material placed in the teacher's personnel file will be provided to the teacher.~~

**Commented [KT1]:** We found another mention of tenure and recommend eliminating it.

# ARTICLE 7 [REPLACES EXISTING ARTICLE 7] DISCIPLINE, SUSPENSION AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

## I. PURPOSE

The purpose of this policy is to achieve the effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly. The district wishes to retain, recruit, and equip staff who model professionalism, continued personal growth, and whose skills are utilized appropriately to benefit the district's students.

## II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

## III. DISCIPLINE

A. Violation of District Policies or Laws: The form of discipline imposed for violations of district policies or laws may range vary from an oral reprimand to termination of employment or discharge non-renewal of contract depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful, and whether the employee has been the subject of prior disciplinary action of the same or a different nature. District policies and laws to which this provision applies include:

1. All policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance: An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge non-renewal of contract. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by a measurable plan of improvement. The plan of improvement will be collaboratively developed, but the final decision on the plan rests with the designated administrator. This administrator will also provide guidance, help, and encouragement to improve. The employee will be given ~~from the~~ employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct: Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

#### **IV. FORMS OF DISCIPLINE**

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;
2. written warning or reprimand;
3. probation;
4. disciplinary suspension, demotion or leave of absence with pay;
5. disciplinary suspension, demotion or leave of absence without pay; and
6. dismissal/termination or discharge/non-renewal from employment.

B. Other forms of discipline, including any combination of the forms described in paragraph A above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

#### **V. PROCEDURES FOR ADMINISTERING POLICY**

A. In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge non-renewal an employee as appropriate, subject to relevant governing law and collective bargaining agreements where applicable.

**VI. RIGHTS OF EMPLOYEES RECOMMENDED FOR TERMINATION OR NON-RENEWAL**

A. After three complete years of service, employees recommended for termination or non-renewal of contract have a right to:

1. Provide written information to the board regarding the termination or non-renewal
2. Meet with the board in executive session to hear the reason for the proposed termination or non-renewal, and to respond

UNIFIED SCHOOL DISTRICT NO. 212

GRIEVANCE REPORT FORM

Procedure: Level II – Principal \_\_\_ Level III – Superintendent \_\_\_\_\_ Level IV – Board \_\_\_\_\_ Date Filed \_\_\_\_\_

(Check one to indicate level of grievance)

Name of Grievant

Building

Assignment

\_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. Relevant contract provisions: \_\_\_\_\_

\_\_\_\_\_

C. Statement of grievant's claim (statement of facts upon which grievance is based – use additional pages if necessary).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Desired: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
Date Received: \_\_\_\_\_

E. Disposition by the appropriate administrator (attach additional pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Unified School District No. 212**  
**“B” Supplemental Salary Schedule for Teachers**  
**202119 - 20220**

The salaries for each position are computed by multiplying the listed percentage by the base of the regular teachers’ salary schedule.

**Athletics (A)**

**A. Basketball**

High School Level

Head Coach – Boys (1)	11.50%
Head Coach-Girls (1)	11.50%
Assistant Coach-Boys (1)	8.00%
Assistant Coach-Girls (1)	8.00%

Middle School Level

Head Coach-Boys (1)	8.00%
Head Coach-Girls (1)	8.00%
Assistant Coach-Boys (1)	6.25%
Assistant Coach-Girls (1)	6.25%

**B. Cheerleading**

High School Level

Head Coach (1)	8.00%
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Middle School Level

Head Coach (1)	6.25%
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**C. Cross Country**

High School Level

Head Coach (1)	9.75%
----------------	-------

**D. Dance Team**

High School Level

Head Coach (1)	6.25%
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**E. Football**

High School Level

Head Coach (1)	11.50%
Assistant Coach (2)	8.00%

Middle School Level

Head Coach (1)	8.00%
Assistant Coach (1)	6.25%

**F. Golf**

High School Level

Head Coach (1)	9.75%
----------------	-------

**G. Track**

High School Level

Head Coach-Boys (1)	11.50%
Head Coach-Girls (1)	11.50%
Assistant Coach-Boys/Girls (1)	8.00%

Middle School Level

Head Coach-Boys (1)	8.00%
Head Coach-Girls (1)	8.00%
Assistant Coach-Boys/Girls (1)	6.25%

**H. Volleyball**

High School Level

Head Coach (1)	11.50%
Assistant Coach (1)	8.00%

Middle School Level

Head Coach (1)	8.00%
Assistant Coach (1)	6.25%

**I. Other**

High School Level

Summer Weightlifting	4.00%
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(A) – See attached schedule for determination of percentages

**Class and Activity Sponsorships**

High School Level

Student Council Sponsor (1)	6.25%
KAY Sponsor (1)	6.25%
Concession Sponsor (1)	11.00%
Prom/Banquet Sponsor (1)	4.00%
In-service Secretary (1)	4.00%
National Honor Society Sponsor (1)	4.00%
Scholars Bowl (Class II)	6.25%
Senior Class Sponsor	2.00%

Middle School Level

Service Club (1)	4.00%
Scholars Bowl (Class I)	4.5%

**Administrative and Special Assignments**

General Fund (Administration):

Athletic Director-High School (1)	12.50%
Jr. High Athletic Director	6.00%
Head Teacher	8.00%
Driver Education	10.00%
Transportation Director	4.00%

**Chairman of the Sit Team**

\$40 per Referral

## Curricular Contract Extensions

Vocal & Instrumental Music	11.9%
FFA	13.0%
Yearbook Sponsor & Photo	11%

### Unified School District No. 212 Almena, Kansas

#### *Salary Schedule for Coaches*

Class I	Class II	Class III	Class IV	Class V
4.50	6.25	8.00	9.75	11.50

#### Class Definitions:

Class I – J.H. Scholars Bowl Coach

Class II – Middle School Assistants, Middle School Cheer, HS Dance Team, KAY Sponsor & HS Scholars Bowl

Class III – High School Assistant Coaches-Volleyball, Football, Basketball, Track Middle School Head Coaches, HS Cheer

Class IV – High School Head Coaches Cross Country, Golf, & Forensics Coach

Class V – High School Head Coaches Basketball, Football, Volleyball, Track

<u>Base</u>	<u>33500</u>
<u>Vertical</u>	<u>425</u>
<u>Horizontal</u>	<u>600</u>
<u>Masters</u>	<u>1500</u>

New Certified Staff will receive credit for all education and years of prior teaching experience.

<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>
<u>1</u>	<u>33500</u>	<u>34100</u>	<u>34700</u>	<u>35300</u>	<u>36800</u>	<u>37400</u>
<u>2</u>	<u>33925</u>	<u>34525</u>	<u>35125</u>	<u>35725</u>	<u>37225</u>	<u>37825</u>
<u>3</u>	<u>34350</u>	<u>34950</u>	<u>35550</u>	<u>36150</u>	<u>37650</u>	<u>38250</u>
<u>4</u>	<u>34775</u>	<u>35375</u>	<u>35975</u>	<u>36575</u>	<u>38075</u>	<u>38675</u>
<u>5</u>	<u>35200</u>	<u>35800</u>	<u>36400</u>	<u>37000</u>	<u>38500</u>	<u>39100</u>
<u>6</u>	<u>35625</u>	<u>36225</u>	<u>36825</u>	<u>37425</u>	<u>38925</u>	<u>39525</u>
<u>7</u>	<u>36050</u>	<u>36650</u>	<u>37250</u>	<u>37850</u>	<u>39350</u>	<u>39950</u>
<u>8</u>	<u>36475</u>	<u>37075</u>	<u>37675</u>	<u>38275</u>	<u>39775</u>	<u>40375</u>
<u>9</u>		<u>37500</u>	<u>38100</u>	<u>38700</u>	<u>40200</u>	<u>40800</u>
<u>10</u>		<u>37925</u>	<u>38525</u>	<u>39125</u>	<u>40625</u>	<u>41225</u>
<u>11</u>		<u>38350</u>	<u>38950</u>	<u>39550</u>	<u>41050</u>	<u>41650</u>
<u>12</u>		<u>38775</u>	<u>39375</u>	<u>39975</u>	<u>41475</u>	<u>42075</u>
<u>13</u>		<u>39200</u>	<u>39800</u>	<u>40400</u>	<u>41900</u>	<u>42500</u>
<u>14</u>			<u>40225</u>	<u>40825</u>	<u>42325</u>	<u>42925</u>
<u>15</u>			<u>40650</u>	<u>41250</u>	<u>42750</u>	<u>43350</u>
<u>16</u>			<u>41075</u>	<u>41675</u>	<u>43175</u>	<u>43775</u>
<u>17</u>			<u>41500</u>	<u>42100</u>	<u>43600</u>	<u>44200</u>
<u>18</u>			<u>41925</u>	<u>42525</u>	<u>44025</u>	<u>44625</u>
<u>19</u>			<u>42350</u>	<u>42950</u>	<u>44450</u>	<u>45050</u>
<u>20</u>			<u>42775</u>	<u>43375</u>	<u>44875</u>	<u>45475</u>
<u>21</u>				<u>43800</u>	<u>45300</u>	<u>45900</u>
<u>22</u>				<u>44225</u>	<u>45725</u>	<u>46325</u>
<u>23</u>				<u>44650</u>	<u>46150</u>	<u>46750</u>
<u>24</u>				<u>45075</u>	<u>46575</u>	<u>47175</u>
<u>25</u>				<u>45500</u>	<u>47000</u>	<u>47600</u>
<u>26</u>				<u>45925</u>	<u>47425</u>	<u>48025</u>
<u>27</u>				<u>46350</u>	<u>47850</u>	<u>48450</u>
<u>28</u>				<u>46775</u>	<u>48275</u>	<u>48875</u>
<u>29</u>				<u>47200</u>	<u>48700</u>	<u>49300</u>
<u>30</u>				<u>47625</u>	<u>49125</u>	<u>49725</u>
<u>31</u>				<u>48050</u>	<u>49550</u>	<u>50150</u>
<u>32</u>				<u>48475</u>	<u>49975</u>	<u>50575</u>
<u>33</u>				<u>48900</u>	<u>50400</u>	<u>51000</u>
<u>34</u>				<u>49325</u>	<u>50825</u>	<u>51425</u>
<u>35</u>				<u>49750</u>	<u>51250</u>	<u>51850</u>
<u>36</u>				<u>50175</u>	<u>51675</u>	<u>52275</u>
<u>37</u>				<u>50600</u>	<u>52100</u>	<u>52700</u>
<u>38</u>				<u>51025</u>	<u>52525</u>	<u>53125</u>
<u>39</u>				<u>51450</u>	<u>52950</u>	<u>53550</u>
<u>40</u>				<u>51875</u>	<u>53375</u>	<u>53975</u>

**2019-2020 Hiring Schedule**

USD #212 Teacher Hiring Schedule  
2019-20

Base	33000
Vertical	425
Horizontal	600
Masters	1500

*-New Certified Staff will receive credit for all education and years of prior teaching experience.*

Step	BA	BA+10	BA+20	BA+30	MA	MA+15
1	33000	33600	34200	34800	36300	36900
2	33425	34025	34625	35225	36725	37325
3	33850	34450	35050	35650	37150	37750
4	34275	34875	35475	36075	37575	38175
5	34700	35300	35900	36500	38000	38600
6	35125	35725	36325	36925	38425	39025
7	35550	36150	36750	37350	38850	39450
8	35975	36575	37175	37775	39275	39875
9		37000	37600	38200	39700	40300
10		37425	38025	38625	40125	40725
11		37850	38450	39050	40550	41150
12		38275	38875	39475	40975	41575
13		38700	39300	39900	41400	42000
14			39725	40325	41825	42425
15			40150	40750	42250	42850
16			40575	41175	42675	43275
17			41000	41600	43100	43700
18			41425	42025	43525	44125
19			41850	42450	43950	44550
20			42275	42875	44375	44975
21				43300	44800	45400
22				43725	45225	45825
23				44150	45650	46250
24				44575	46075	46675
25				45000	46500	47100
26				45425	46925	47525
27				45850	47350	47950
28				46275	47775	48375
29				46700	48200	48800
30				47125	48625	49225
31				47550	49050	49650
32				47975	49475	50075
33				48400	49900	50500
34				48825	50325	50925
35				49250	50750	51350
36				49675	51175	51775
37				50100	51600	52200
38				50525	52025	52625
39				50950	52450	53050



# REVENUE NEUTRAL RATE INFORMATION



## New Publication Requirements for USDs due to SB13 & Sub for HB2104

The timelines for budget preparation will be different beginning in the 2021-22 school year due to SB 13 and Senate Sub for HB 2104. This bill has been signed by the Governor. It tightens the timeline for completing the funds with tax levies to July 20.

With normal increases in local assessed valuation, this new process and procedure will likely apply to all USDs.

Revenue Neutral Rate – Summary of Timelines		SB 13 and Senate Sub HB 2104
Timeline	Action	
June 15	County Clerk notifies district of Revenue Neutral Rate	
July 20	District notifies County Clerk of tax rate for new year, if exceeding the Revenue Neutral Rate. This tax rate becomes the maximum for the district.	
Begins in 2022	County Clerk notifies individual tax payers of new tax levy.	
Minimum of 10 days between publication and hearing	District publishes notice to exceed Revenue Neutral Rate Concurrent with Budget publication	
Aug 20 – Sept 20	District holds hearing to exceed Revenue Neutral Rate Concurrent with Budget hearing	
September 20 on or before	District submits budget to Kansas State Department of Education	
On or before October 1	District certifies levy to county clerk	

### Notes:

- USDs not exceeding the Revenue Neutral Rate would follow the old law dates for publication and hearing and submit their budget to the county clerk and KSDE by August 25.
- The board of education should approve exceeding the Revenue Neutral Tax Rate prior to submitting the taxes to be levied form to the county clerk on or before July 20, 2021.
- If a district does not notify the county clerk they are exceeding the Revenue Neutral Rate and the assessed valuation decreases from the previous year, the taxes levied would be less than the previous year.
- Based on the State Department of Administration, Office of Accounts and Reports, recreation commissions will be computed separately and will not be included in the school district's Revenue Neutral Rate.

**Revenue Neutral Rates (excerpts from SB 13 and Senate Sub for HB 2104)**

1. County Clerk will provide to taxing subdivisions on or before June 15 of each year their revenue neutral rate and include said rate on the notice of the estimated assessed valuation provided to each taxing subdivision for budget purposes.
2. No tax rate in excess of the revenue neutral rate shall be levied by the governing body of any taxing subdivision unless a resolution or ordinance has been approved by the governing body according to the following procedures:
3. At least 10 days in advance of the public hearing, the governing body shall publish notice of its proposed intent to exceed the revenue neutral rate by publishing notice:
  - (A) On the website of the governing body, if the governing body maintains a website; and
  - (B) in a weekly or daily newspaper of the county having a general circulation therein. The notice shall include, but not be limited to, its proposed tax rate, its revenue neutral rate and the date, time and location of the public hearing.
4. On or before July 20, the governing body shall notify the county clerk of its proposed intent to exceed the revenue neutral rate and provide the date, time and location of the public hearing and its proposed tax rate.
5. The public hearing to consider exceeding the revenue neutral rate shall be held not sooner than August 20 and not later than September 20. The governing body shall provide interested taxpayers desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment. The public hearing may be conducted in conjunction with the proposed budget hearing pursuant to K.S.A. 79-2929, and amendments thereto, if the governing body otherwise complies with all requirements of this section. Nothing in this section shall be construed to prohibit additional public hearings that provide additional opportunities to present testimony or public comment prior to the public hearing required by this section.
6. A majority vote of the governing body, by the adoption of a resolution or ordinance to approve exceeding the revenue neutral rate, shall be required prior to adoption of a proposed budget that will result in a tax rate in excess of the revenue neutral rate. Such vote of the governing body shall be conducted at the public hearing after the governing body has heard from interested taxpayers. If the governing body approves exceeding the revenue neutral rate, the governing body shall not adopt a budget that results in a tax rate in excess of its proposed tax rate as stated in the notice provided pursuant to this section.
7. Any governing body subject to the provisions of this section that does not comply with subsection (b) shall refund to taxpayers any property taxes over-collected based on the amount of the levy that was in excess of the revenue neutral rate. The provisions of this subsection shall not be construed as prohibiting any other remedies available under the law.
8. If the governing body of a taxing subdivision must conduct a public hearing to approve exceeding the revenue neutral rate under this section, the governing body of the taxing subdivision shall certify, on or before October 1, to the proper county clerk the amount of ad valorem tax to be levied.
9. After the first two years, in the event that a county clerk incurred costs of printing and postage that were not reimbursed pursuant to section 7, and amendments thereto, such county clerk may seek reimbursement from all taxing subdivisions required to send the notice. Such costs shall be shared proportionately by all taxing subdivisions that were included on the same notice based on the total property tax levied by each taxing subdivision. Payment of such costs shall be due to the county clerk by December 31.

The following resolution must be approved by the board of education in order to exceed the Revenue Neutral Rate.

SAMPLE RESOLUTION NO. \_\_\_\_\_

*A resolution expressing the property taxation policy of USD 000  
[district name] with respect to exceeding the Revenue Neutral Tax Rate  
for financing the annual budget for 2021-2022*

Whereas, 2021 SB 13 and Senate Sub for HB 2104, provides that a levy of property taxes to finance the 2021-2022 budget of USD 000 exceeds the Revenue Neutral Tax Rate to finance the 2021-2022 budget of USD 000, be authorized by a resolution.

NOW, THEREFORE, BE IT RESOLVED by USD 000 that the 2021-2022 budget with a levy of property taxes exceeding the Revenue Neutral Tax Rates calculated for 2021-2022, as adjusted pursuant to 2021 SB 13 and Senate Sub for HB 2104 is hereby adopted.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021 by USD 000 [county name] County, Kansas.

Board Clerk

Board President

[District name]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Suggested procedures for determining tax levies for 2021-22 for the Revenue Neutral Tax Rate.

Levies must be determined for each Tax Levy fund needed for the 2021-22 school year. There will be a separate Revenue Neutral Rate for General, Capital Outlay, Bond & Interest and all other levies will be combined into one rate.

General	Special Assessment
Capital Outlay	Temporary Note
Bond and Interest #1	Historical Museum
Bond and Interest #2 (If necessary)	Public Library Board
Supplemental General (LOB)	Public Library Board- Employee Benefits
Adult Education	Extraordinary Growth Facilities
Special Liability Expense	Cost of Living
No Fund Warrant	

### Process to determine taxes needed for the 2021-22 school year.

1. Most school districts will levy taxes for General, Supplemental General (LOB) and Capital Outlay.
2. The county clerk will provide the estimated assessed valuation and the Revenue Neutral Rate by June 15 for General fund, Capital Outlay, Bond & Interest and another assessed valuation and the Revenue Neutral Rate for all other funds.
3. For General fund, multiply 20 mills times the General fund assessed valuation provided by the county clerk.
4. For Capital outlay, multiply the Capital outlay assessed valuation (if provided) times the mill rate the district plans to use.
5. For the bond and interest levy, determine the taxes needed using code 62 in the budget software to determine the amount necessary to meet the bond and interest payments.
6. The other tax levies can be determined based on completing those funds in the budget software.
7. The tax levies needed for the Historical Museum and Public Library will need to be determined on the budget software.
8. As noted, the Recreation Commission levies are **not** part of the school districts calculation for the Revenue Neutral Tax Rate and is the responsibility of those entities to provide their tax levy amounts to the county clerk by July 20.

#### IMPORTANT:

**The District's Planned Tax Rate must be certified to the county clerk on or before July 20, 2021.**

- If a district fails to meet that deadline, the district will have the same taxes from 2020-21 or they could be lower if the assessed valuation decreases from the previous year.
- If a district certifies a higher amount of taxes needed to the county clerk, the amount can be lowered prior to publishing the budget or it can be reduced by the board of education after having their public hearing.

School districts can publish Code 99 hearing and Revenue Neutral Rate hearing on the same page and hold the hearings together.

When the board adopts the budget, they should have a motion to adopt both forms.

**Notice of Hearing 2021-2022 Budget**

The governing body of Unified School District will meet on the day of 2021 at at , , KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at and will be available at this hearing.

The Amount of 2021 Tax to be Levied and Expenditures (published below) establish the maximum limits of the 2021-2022 Budget. The 'Est. Tax Rate' (column 7), shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	Code 99 Line	2019-2020 Actual		2020-2021 Actual		2021-2022 Proposed Budget		
		Actual Expenditures (1)	Actual Tax Rate (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Expenditures (5)	Amount of 2021 Tax to be Levied (6)	Est. Tax Rate* (7)
<b>OPERATING</b>								
General	06							20.000
Supplemental General (LOB)	08							
<b>SPECIAL REVENUE</b>								
Federal Funds	07							
Adult Education	10							
Preschool-Aged At-Risk	11							
Adult Supplemental Education	12							
At Risk (K-12)	13							
Bilingual Education	14							
Virtual Education	15							
Capital Outlay	16							
Driver Training	18							
Declining Enrollment	19		0.000		0.000			
Extraordinary School Program	22							
Food Service	24							
Professional Development	26							
Parent Education Program	28							
Summer School	29							
Special Education	30							
Cost of Living	33							
Career and Postsecondary Education	34							
Gifts and Grants	35							
Special Liability Expense Fund	42							
School Retirement	44		0.000		0.000			
Extraordinary Growth Facilities	45							
Special Reserve Fund	47							
KPERS Special Retirement Contribution	51							
Contingency Reserve	53							
Textbook & Student Material Revolving	55							
Activity Fund	56							
<b>DEBT SERVICE</b>								
Bond and Interest #1	62							
Bond and Interest #2	63							
No-Fund Warrant	66							
Special Assessment	67							
Temporary Note	68							
<b>COOPERATIVES<sup>1</sup></b>								
Special Education	78							
<b>TOTAL USD EXPENDITURES</b>	<b>100</b>							
Less: Transfers	105							
<b>NET USD EXPENDITURES</b>	<b>110</b>							
<b>TOTAL USD TAXES LEVIED</b>	<b>115</b>							

1. Sponsoring District Only

\*Tax Rates are expressed in Mills

REVENUE NEUTRAL RATE INFORMATION

State of Kansas								USD #
Budget Form USD-A								2021-2022
		2019-2020 Actual		2020-2021 Actual		2021-2022 Proposed Budget		
	Code	Actual	Actual	Actual	Actual		Amount of	
	99	Expenditures	Tax	Expenditures	Tax	Expenditures	Tax to	
	Line	(1)	Rate*	(3)	Rate*	(5)	be Levied	
			(2)		(4)		(6)	
							Est. Tax	
							Rate* (7)	
<b>OTHER</b>								
Historical Museum	80							
Public Library Board	82							
Public Library Board Employee Benefits	83							
Recreation Commission	84							
Rec Comm Emp Benefits & Spec Liab	86							
<b>TOTAL OTHER</b>	120							
<b>TOTAL TAXES LEVIED</b>	125							
Assessed Valuation - General Fund	128							
Assessed Valuation - All Other Funds	130							
Assessed Valuation - Capital Outlay	129							
<b>Outstanding Indebtedness, July 1</b>		2019		2020		2021		
General Obligation Bonds	135							
Capital Outlay Bonds	140							
Temporary Note	145							
No-Fund Warrant	150							
Lease Purchase Principal	153							
<b>TOTAL USD DEBT</b>	155							
*Tax Rates are expressed in Mills								
Board President				Clerk of the Board				

Exceeding the Revenue Neutral Tax Rate for the 2021-2022 School Year					
The governing body of Unified School District will meet on the ____ day of _____ 2021 at _____ PM at _____, _____, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at _____ and will be available at this hearing.					
Revenue Neutral Tax Rate					
	2020-2021			2021-2022	
	Actual Tax Levied	Actual Tax Rate	Neutral Tax Rate	Estimated Tax Levied	Estimated Tax Rate
General		#N/A		\$0	20.000
Capital Outlay	\$0	#N/A		\$0	0.000
Bond and Interest #2	\$0	#N/A		\$0	0.000
<b>ALL OTHER FUNDS</b>					
Supplemental General (LOB)	\$0	#N/A		\$0	0.000
Adult Education	\$0	#N/A		\$0	0.000
Cost of Living	\$0	#N/A		\$0	0.000
Special Liability Expense Fund	\$0	#N/A		\$0	0.000
Extraordinary Growth Facilities	\$0	#N/A		\$0	0.000
Bond and Interest #1	\$0	#N/A		\$0	0.000
No-Fund Warrant	\$0	#N/A		\$0	0.000
Special Assessment	\$0	#N/A		\$0	0.000
Temporary Note	\$0	#N/A		\$0	0.000
Historical Museum	\$0	#N/A		\$0	0.000
Public Library Board	\$0	#N/A		\$0	0.000
Public Library Board Employee Benefits	\$0	#N/A		\$0	0.000
<b>Sub Total - All Other Funds</b>	\$0	#N/A		\$0	0.000
Board President			Clerk of the Board		

This sample form has been made available to county clerks in order to provide the required information to USDs by June 15<sup>th</sup>. Counties may be using their own form.

**Revenue Neutral Tax Rate** (sample)

Allen		258 Humboldt			
		USD #			
		2020-2021		2021-2022	
		Actual Taxes Levied	Actual Mill Rate	Estimated Assessed Valuation*	Revenue Neutral Tax Rate
<b>1</b>	<b>General</b>	\$1,095,000	20.000	\$55,300,000	19.801
<b>2</b>	<b>Capital Outlay</b>	\$459,000	8.000	\$58,500,000	7.846
<b>3</b>	<b>Bond and Interest #2</b>	\$200,000	6.300	\$32,500,000	6.154
<b>ALL OTHER FUNDS</b>					
4	Supplemental General (LOB)	\$938,000	16.348	xxxxxxxxxxx	xxxxxxxxx
5	Adult Education			xxxxxxxxxxx	xxxxxxxxx
6	Cost of Living			xxxxxxxxxxx	xxxxxxxxx
7	Special Liability Expense Fund			xxxxxxxxxxx	xxxxxxxxx
8	Extraordinary Growth Facilities			xxxxxxxxxxx	xxxxxxxxx
9	Bond and Interest #1		10.333	xxxxxxxxxxx	xxxxxxxxx
10	No-Fund Warrant			xxxxxxxxxxx	xxxxxxxxx
11	Special Assessment			xxxxxxxxxxx	xxxxxxxxx
12	Temporary Note			xxxxxxxxxxx	xxxxxxxxx
13	Historical Museum			xxxxxxxxxxx	xxxxxxxxx
14	Public Library Board			xxxxxxxxxxx	xxxxxxxxx
15	Public Library Board Emp Benefits			xxxxxxxxxxx	xxxxxxxxx
<b>TOTAL - All Other Funds (lines 4 through 15)</b>		\$938,000	26.681	\$58,000,000	16.172

\* Line 3: Only use if this fund has a different Assessed Valuation then "All Other Funds".  
Line 9: Include in "All Other Funds" only if it has the same Assessed Valuation as All Other Funds.

Date

County Clerk

For more information, contact:  
 Director, School Finance  
 (785) 296-3872



Kansas State Department of Education  
 900 S.W. Jackson Street, Suite 102  
 Topeka, Kansas 66612-1212  
[www.ksde.org](http://www.ksde.org)

May 2021

County Clerk's Budget Information for 2022 Budget Year  
Phillips County values for Norton County  
USD 212

1. Estimated Assesed Valuation as of MONDAY, JUNE 7, 2021:

	Assessed Value	New Improvements	Territory Added	Changed Use
Real Estate	9,070,331	6,001	0	1,676
State Assessed	494,813	199		
Severed Minerals	4,385			
Personal Property	321,463			
Oil & Gas	317,934			
Total Value	10,208,926	6,200		

2. Personal Property: 639,397  
(Use this amount on Computation to Determine Limit for 2022 budget, line 5a)

RNR provided by Norton County

3. Actual tax rates levied for the 2021 budget: (2020 levies)

SAC Fund	Rate	General value
043 USD 212 CAPITAL OUTLAY <i>WW</i>	8.000	
138 USD 212 SUPPLEMENTAL GENERAL	23.710	
Total Levied	31.710	

4. Final Assessed Valuation from the November 2020 abstract: 10,451,623

5. 2020 Personal Property: 525,267  
(Use this amount on Computation to Determine Limit for 2022 budget, line 5b)

6. Gross Earnings (Intangible) Tax Estimate: .00

7. Neighborhood Revitalization District:  
Valuation Subject to Rebates 0

8. 2019 average tax delinquency percentage: .109235

9. 2019 delinquency percentage for special assessments: .000000

Date Provided: 6-7-21 Provided by: Yanna Dierking  
Phillips County Clerk



County Clerk's Budget Information for 2022 Budget Year  
 Phillips County values for Norton County  
 USD 212 GEN

1. Estimated Assesed Valuation as of MONDAY, JUNE 7, 2021:

	Assessed Value	New Improvements	Territory Added	Changed Use
Real Estate	8,765,092	6,001	0	1,676
State Assessed	494,813	199		
Severed Minerals	4,385			
Personal Property	321,463			
Oil & Gas	317,934			
Total Value	9,903,687	6,200		

2. Personal Property: 639,397  
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5a)

RNR provided by Norton County

3. Actual tax rates levied for the 2021 budget: (2020 levies)  
 SAC Fund Rate

137 USD 212 GENERAL	20.000
Total Levied	<u>20.000</u>

4. Final Assessed Valuation from the November 2020 abstract: 10,145,007

5. 2020 Personal Property: 525,267  
 (Use this amount on Computation to Determine Limit for 2022 budget, line 5b)

6. Gross Earnings (Intangible) Tax Estimate: .00

7. Neighborhood Revitalization District:  
 Valuation Subject to Rebates 0

8. 2019 average tax delinquency percentage: .094998

9. 2019 delinquency percentage for special assessments: .000000

Date Provided: 6-7-21 Provided by: Yvonne Dierking  
Phillips County Clerk



County Clerk: Budget Information for 2022 Budget Year

SCHOOL USD 212

1. Valuation Information as of June 2021:

Estimated Assessed Valuations:

USD 212	Assessed Valuation	Territory Added	Changed Use
Real Estate	8,973,029	0	0
State Assessed	561,913		
Severed Minerals	0		
Personal Property	315,318		
Oil	104,607		
Gas	0		
Total Value	<u>9,954,867</u>		
New Improvements	<u>78,320</u>		
USD General Fund Total Value (adjusted for SB41 exemptions)	<u>9,336,349</u>		

2. Personal Property including oil, gas and mobile homes: 419,925  
(Use this amount on Computation to Determine Limit for 2022 Budget, Line 5a)

3. Revenue Neutral Rate(s) (\$ 483,871.00 ) 23.997  
(\$ 389,742.00 ) 20.256

4. Actual Tax Rates Levied for the 2021 Budget: (2020 Levies)

Fund	Rate	Fund	Rate
510 USD #212 - General (KSTO)	20.00000	511 USD #212 - Capital Outlay	8.00000
512 USD #212 - Supp General	23.71000	0	0

Total Levied 51.71000

5. Final Assessed Valuation from the November 2020 Abstract: 9,955,677

6. 2020 P. Property including oil gas and mobile homes: 313,886  
(Use this amount on Computation to Determine Limit for 2022 Budget, Line 5b)

7. Gross Earnings (Intangible) Tax Estimate: .00

8. Neighborhood Revitalization Districts:  
Valuation Subject to Rebates 0

9. Tax Increment Financing (TIF):  
TIF Total Assessed Valuation 0  
TIF Base Year Assessed Value 0

10. Watercraft Tax Estimate: 270.40

11. 2019 Average Tax Delinquency Percentage: .1197

Date Provided: 6/14/21 Provided by: Robert D. Wyatt  
NORTON COUNTY

## Robert Wyatt

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**From:** Rick A. Piepho <rPiepho@harveycounty.com>  
**Sent:** Thursday, July 8, 2021 3:34 PM  
**To:** Robert Wyatt  
**Subject:** RE: Robert, Norton County

It looks like their valuation went down from last year causing their RNR's to be higher than the amount levied last so they may not need to conduct an RNR hearing for any of their funds.

They are required to levy 20 for the Gen fund regardless of RNR so a hearing would not be required for that fund.

It also looks like they can levy up to 8.096 for Cap Outlay without a hearing, but if they have a 8 mill levy limit they cannot exceed the limit; a hearing should not be required for this fund.

It looks like the RNR for all other funds is higher than the amount levied last year so they budget up to the 23.997 total without an RNR hearing.

I would suggest that they conduct the RNR hearing even if they plan to stay close to the RNR rates so that if November valuations go down further you can adjust the final levy rate accordingly like you normally do.

## Revenue Neutral Rate

2 messages

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**Ken Tharman** <ktharman@nvhuskies.org>  
To: Craig Neuenswander <cneuenswander@ksde.org>

Thu, Jul 8, 2021 at 11:52 AM

Craig,

I have attached the sheets from both of our counties.

If I read this correctly .... the RNR is 23. 71 and 23.99 ....


So we will not exceed the RNR .... correct?

Secondly .... on ESSER 2 .....

I filled out the application .... and was approved .... but some of the expenses that put down were for FY 21 ..... I will not be able to draw down any of those funds for a month or so .... do I need to account for those expenses in the quarterly report .... or wait until the monies are received to account for them?

Thanks,

Ken Tharman  
Superintendent / HS Principal  
Northern Valley Schools

 **pop3.usd212.com\_20210708\_072927 (1).pdf**  
562K

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**Craig Neuenswander** <cneuenswander@ksde.org>  
To: Ken Tharman <ktharman@nvhuskies.org>

Thu, Jul 8, 2021 at 12:43  
PM

Ken,

I see the 23.99, but I believe the 23.71 is your actual LOB mill rate for 2020-21. I'm not sure how to interpret the clerk's numbers, because I don't get 23.99 for any of the calculations I would do with the assessments listed on the form.. I would suggest calling the clerk and asking exactly what the revenue neutral rates are. I do believe they will be higher than you levied last year, so you may not need to do the RNR process.

On the ESSER 2 funds, if you spent them out of the federal funds you wait to reimburse that fund until you actually receive the money. If you have already made the purchases, go ahead and report that expenditure on this quarterly report even though you don't have the ESSER funds yet.

Craig

S. Craig Neuenswander, Ed. D.

*Deputy Commissioner*

Fiscal & Administrative Services

## Revenue Neutral Rate

2 messages

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**Ken Tharman** <ktharman@nvhuskies.org>  
To: Robert Wyatt <robert@nortoncountyks.gov>

Thu, Jul 8, 2021 at 1:03 PM

Robert,

I have looked over the figures that you sent .... and I was wondering how I determine what the RNR is for next year?

I can see what the rate was last year ..... any help is appreciated.

Thanks,

--

Ken Tharman  
Superintendent / HS Principal  
Northern Valley Schools

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**Robert Wyatt** <robert@nortoncountyks.gov>  
To: Ken Tharman <ktharman@nvhuskies.org>

Thu, Jul 8, 2021 at 3:11 PM

Ken,

From what I know (which is confused with SB13 for schools) your RNR would be as on the chart attached. The question is for General Fund and Capital Outlay what is permissible. I believe, but check with KASB, that you are still bound to 20.000 mills for General and 8.000 for Capital Outlay. But, I would check with the school authorities. The Supp General RNR appears to be 23.997 for 2022 compared to the 23.710 current budget. Your General Fund value is \$19,240,036 and other funds value is \$20,163,793.

Revenue Neutral Tax Rate attached.

## CONSENT CALENDAR JULY 12<sup>th</sup>, 2021

1. Adopt the resolution to hold Board Meetings for the 2021 - 22 term as stated, the second Monday each month.
2. Appoint the following District Officers –
  - a. Clerk, Amber Brown
  - b. Deputy Clerk, Sommer Yocum
  - c. Treasurer, Kinze Cox
  - d. Attorney, Use KASB
  - e. Truancy Officers, Marvin Gebhard, Pre K-8  
Ken Tharman, 9-12
  - f. KPERS Designated Agent, Amber Brown
  - g. ADA Compliance Coordinator, Ken Tharman
  - h. Freedom of Information Officer, Ken Tharman
  - i. Point of Contact for Background Checks, Ken Tharman
  - j. Reporting Truant Children, (K.S.A.72-3121) Ken Tharman (HS) / Marvin Gebhard (Pre K-8 Principal)
  - k. Homeless Children Liaison, Ken Tharman
  - l. Foster Care Liaison, Ken Tharman
  - m. Title IX Coordinator, Ken Tharman
3. Designate Depositories for District Funds – All banks of Norton and Phillips Counties with Equity Bank and the First National Bank of Long Island as principal depositories. Bank Signature Holders – Hilary Van Patten, Amber Brown, Kinze Cox, & Ken Tharman (K.S.A.9 – 1401)
4. Official Newspaper for the district shall be the Phillips County Review. (K.S.A. 64-101)
5. Request the right to waive GAAP-prescribed financial statements and General Fixed assets accounting for the 2021- 22 terms. (K.S.A. 75-1120a)
6. Appoint the following officials for School Food Service Program & all Federal Programs for 2021 - 22.  
  
Authorized Representative – Becky Delimont  
Free & Reduced Meal Applications –
  1. Determining Official – Marvin Gebhard
  2. Hearing Official – Ken Tharman
7. Authorize participation in the School Food Service Program for school lunches, breakfast, Cash or Commodities and Bonus Commodities.
8. Adopt the 1,116-hour school term for the 2021 - 22 school year.

9. Approve passes for Senior Citizens (age 65 to qualify) who are residents of USD 212.
10. Set district mileage rate at 56 cents per mile for reimbursement to employees for use of personal vehicles for authorized district business. (K.S.A. 75-3203)
11. Approve application for Title I, Title II, Title IV, Title V, and Students At Risk Funds for the 2021 - 22 school term. (local consolidated plan)
12. Petty cash funds will include LIPC at \$750, HSPC at \$1125, HSPC #2 at \$875 for a total of petty cash funds of \$2750. (K.S.A. 72-1177)
13. Follow early payment request policy (K.S.A. 12-105b)
14. Authorize the principals to oversee the gate receipts. (K.S.A. 72-1178)
15. Approve the Fees Schedule (K.S.A. 72-3353) for Textbook Rentals (K.S.A. 72-3346), Lunch, and Other Fees as presented.

**FEES (BOOKS, LUNCH, BREAKFAST & OTHER)**

**BOOK RENTAL**

Grades K-8 .....	\$30.00
Grades 9-12 .....	\$35.00

This covers workbook and textbook usage.

**OTHER FEES**

Vocational Agriculture.....	\$15.00
FACS .....	\$15.00
Band – all students .....	\$5.00
(5 <sup>th</sup> & 6 <sup>th</sup> grade band students also purchase band books)	
Band Horn Rental .....	\$30.00
Percussion Rental.....	\$15.00

**LUNCHES**

Grades K-4 .....	\$0
Grades 5-8 .....	\$0
Grades 9-12 .....	\$0
Adults .....	\$4.00
Reduced.....	\$.40

**BREAKFAST**

Grades K-4 .....	\$0
Grades 5-12 .....	\$0
Adults .....	\$2.50
Reduced.....	\$.30

Parents are to pay in advance for lunches and/or breakfast. A monthly bill will be sent home indicating the responsibility of the payment due. If payment is not made for two consecutive months, a letter will be sent to the parent / guardian reminding them of their obligation and the possible consequences of being turned over to a collection agency. If payment of the negative balance is not received within 15 days of the third written notice, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. The debt will be turned over to the superintendent or superintendent’s designee for collection in accordance with board policy DP.

## FY2022 mileage rate remains 56 cents

1 message

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**Craig Neuenswander** <cneuenswander@ksde.org>

Wed, Jul 7, 2021 at 9:10  
AM

Reply-To: Craig Neuenswander <cneuenswander@ksde.org>

To: SUPS@listserv.ksde.org

Per the requirements of K.S.A. 75-3203a, the Department of Administrations has published the rates for mileage reimbursement effective July 1, 2021. The mileage reimbursement rate for privately owned vehicles remains unchanged at 56 per mile. The IRS rates for automobiles also remains 56 cents per mile.

### **Is a district required to pay the state's mileage reimbursement rate of 56 cents for privately-owned vehicles?**

Answer: No, a local board of education can decide to reimburse teachers/parents at a rate other than the state rate. If the mileage rate your district reimburses exceeds the federal mileage rate (56 cents per mile), there are tax consequences.

Source: [FY2022 - Accounting Info Circs \(ks.gov\)](#)

22-A-001 FY 2022 Private Vehicle Mileage Rates (July 1, 2021) (Supersedes 21-A-008)

**Dale Brungardt**

*Director School Finance*

Division of Fiscal and Administrative Services

(785) 296-3872

[dbrungardt@ksde.org](mailto:dbrungardt@ksde.org)

[www.ksde.org](http://www.ksde.org)

*Kansas leads the world in the success of each student.*



601 Nikles Drive, Suite 5, Bozeman MT 59715  
 888-864-5475 rob@velocityathletics.com

# Estimate

Date	Estimate #
6/23/2021	085919

Bill To:
Northern Valley High School Mitch Pugh

Ship To:

Qty	Item	Description	Price	Total
20	Women Home Bas...	Varsity Basketball Uniform. Picture provided for approval; multicolor fully sublimated, fully custom	39.00	780.00
20	Women Away Bas...	Varsity Basketball Uniform. Picture provided for approval; multicolor fully sublimated, fully custom	39.00	780.00
	Delivery Shipping...	FedEx Ground -minimum shipping & handling charge \$35	125.00	125.00
	Basketball Promo	Game Basketball Uniforms are \$39.00 each if ordered by 5/31/2021. Reversibles are \$69.00 if ordered by 5/31/2021. Discount prices listed above. **Extended to 7/15/21	0.00	0.00

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[www.velocityathletics.com](http://www.velocityathletics.com)

<b>Total</b>	\$1,685.00
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# SCHOOL NAME - Men's/Women's Home/Away - Style 120

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- Primary:
- Secondary:
- Trim:

Neck Style: Thin V Neck

Neck Logo:

Logo Colors:

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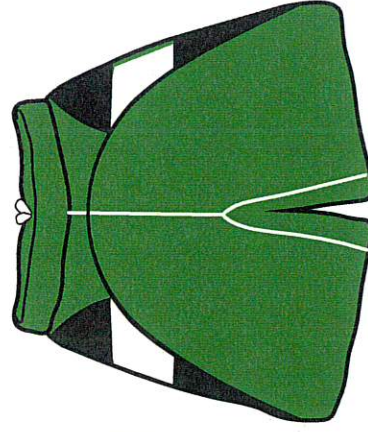
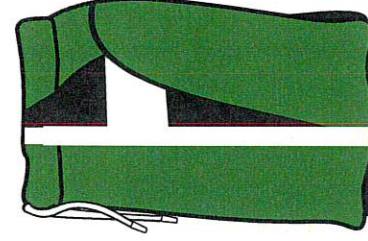
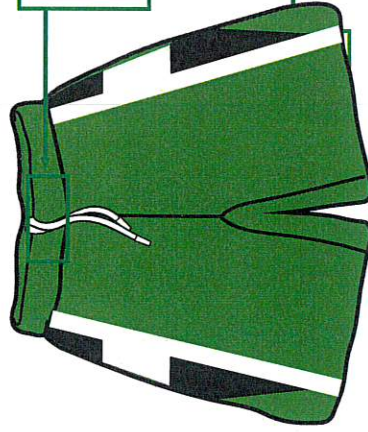
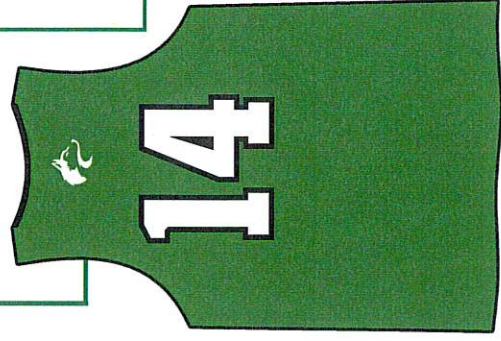
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Back Tag:

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SPECIAL INSTRUCTIONS:

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Leg Logo:

Leg Logo Colors:

Special Instructions:

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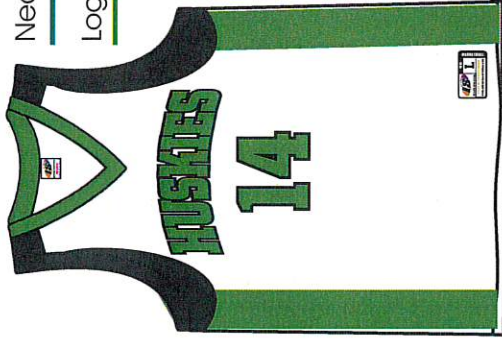
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Neck Style: V Neck

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Logo Colors:

**ARM HOLE: TIP**



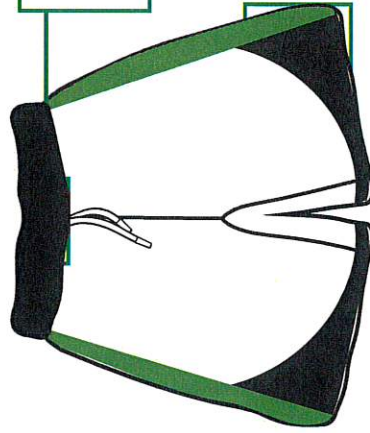
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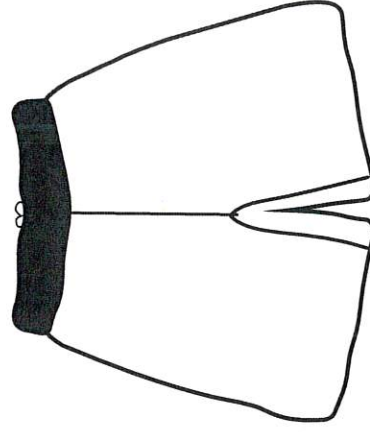
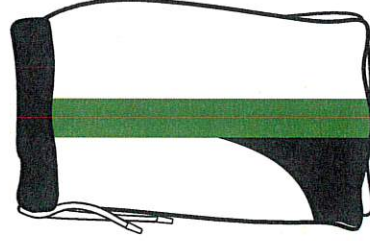
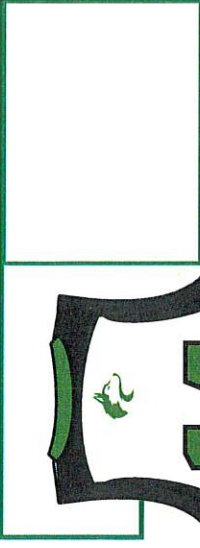
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Back Tag:

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Leg Logo:

Leg Logo Colors:

Special Instructions:



# SCHOOL NAME - Men's/Women's Home/Away - Style 138

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Neck Style: V Neck

Neck Logo:

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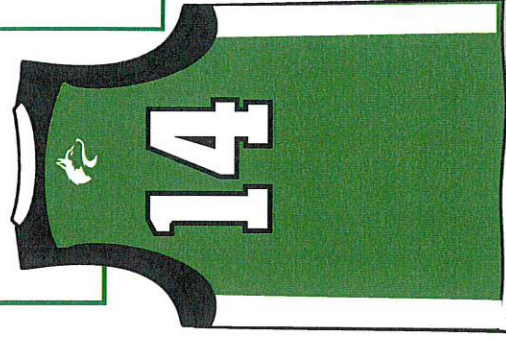
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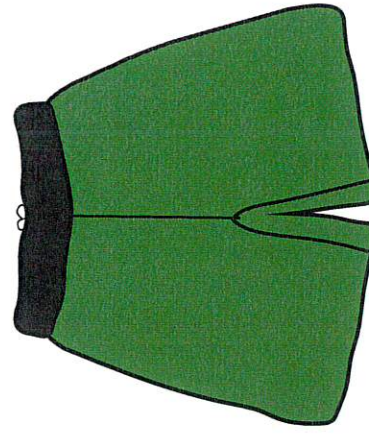
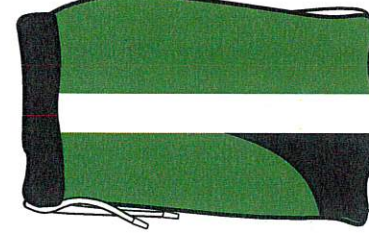
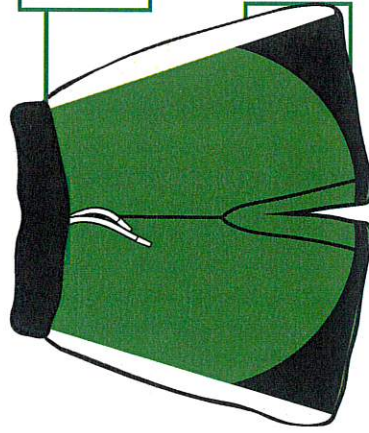
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SPECIAL INSTRUCTIONS:

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Leg Logo:

Leg Logo Colors:

Special Instructions:



**SCHOOL NAME - Men's/Women's Home/Away - Style 15.1**  
Back Tag

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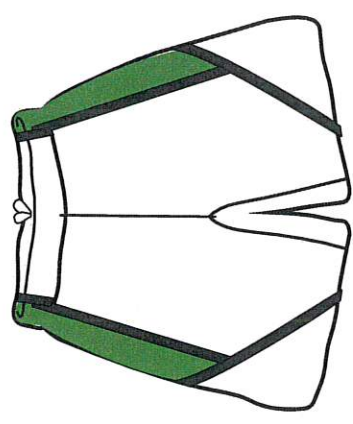
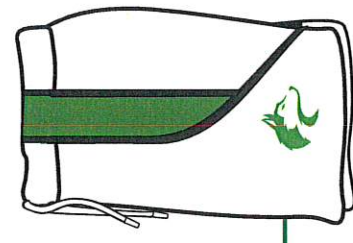
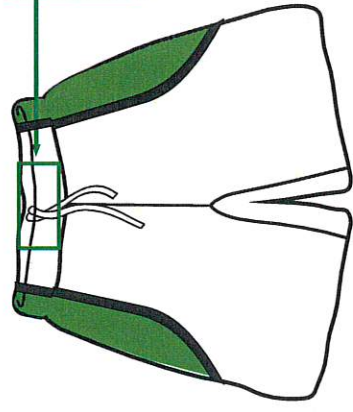
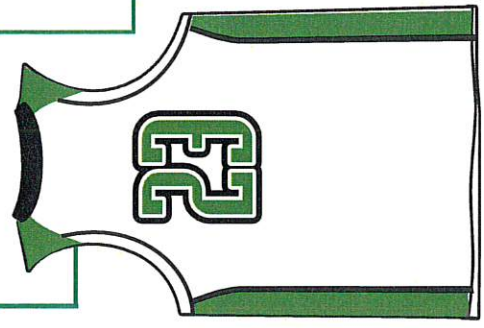
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Belt Patch: \_\_\_\_\_  
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**SPECIAL INSTRUCTIONS:**  
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Leg Logo: \_\_\_\_\_  
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 Special Instructions: \_\_\_\_\_



**SCHOOL NAME - Men's/Women's Home/Away - Style 15.1**  
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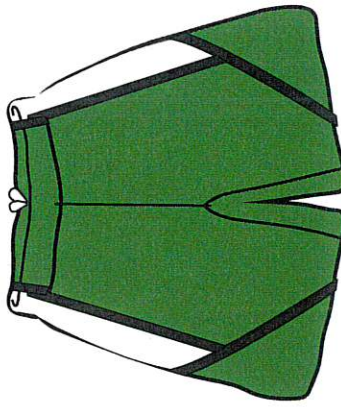
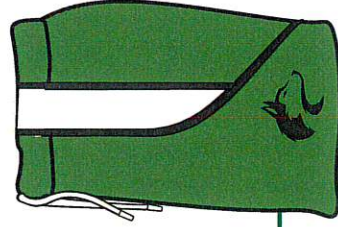
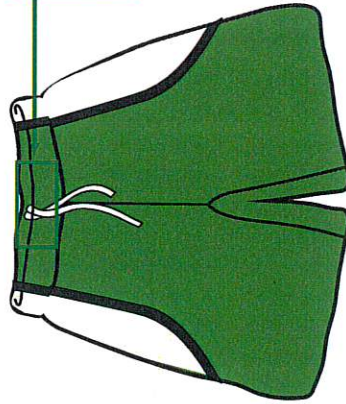
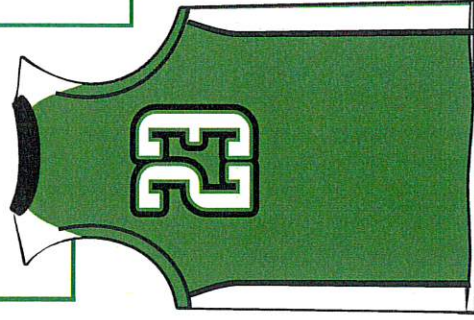
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