KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

REGULAR AGENDA

Tuesday
July 18, 2006
5:30 p.m.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Regular and Addendum Agendas

V. Approval of Minutes

A. June 27, 2006, Regular Meeting (Note Page 5).

VI. Community Comment

A. Proposal from a Private Investor to Purchase Lowell and Lowell Annex (Note Page 11).

VII. Motion to Adjourn Sine Die

VIII. Reorganization of the Board

A. Nominations and Election of Board President.

B. Nominations and Election of Vice-President of the Board.

C. Appointment of Clerk, Deputy Clerk, Treasurer, Deputy Treasurer and Legal Counsel (Note Page 19).

D. Approve Resolution on Official Meeting Time and Place (Note Page 21).

E. Approve Annual Designation of Non-Discrimination Coordinator and Disability Compliance Coordinator and Publication of Notice of Non-Discrimination (Note Page 24).

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

F. Approve Resolution Designating Freedom of Information Officer (Note Page 27).

G. Approve Resolution Designating Banks and Savings and Loans as Depositories for Funds (Note Page 30).

H. Approve Resolution to Waive Fixed Asset Accounting (Note Page 32).

I. Approve Appointment of Agent for KPERS (Note Page 34).

J. Approve PL-874 Application (Note Page 36).

K. Approve Designation of Employees to Report Non-Compliance of Compulsory Attendance (Note Page 37).

L. Approve Appointment of Hearing Officers (Note Page 40).

M. Approve Resolution for Destroying Various Documents Records and Papers (Note Page 42).

N. Approve Resolution to Establish School Term of 1,116 School Hours for 2006-2007 School Year (Note Page 44).

O. Approve Resolution Electing Directors of the Kansas City, Kansas Foundation for Excellence, Inc. (Note Page 46).

P. Approve Resolution Acknowledging and Declaring Intent to Exercise "Home Rule Authority" (Note Page 48).

IX. Communications

X. Recognitions and Awards

XI. Hearings

XII. Reports of the Superintendent

A. Approve Special Use of Wyandotte High School by Operation Touch, Inc. (Note Page 50).

B. Accept Report Regarding Kansas State Department of Education Requirements for Reporting Code of Conduct Violations (Note Page 51).

C. Approve Acceptance of a 21st Century Community Learning Center Grant (Note Page 59).

D. Approve Acceptance of a Kansas Learn and Serve Grant to Support Harmon High School Students in Service Learning Projects (Note Page 61).

E. Approve Contracts for Special Education and Related Services with Outside Agencies for the 2006-2007 School Year (Note Page 93).

F. Approve General Personnel Report and Recommendations (Note Page 248).

G. Approve Public Library Personnel Report and Library Operations Recommendations (Note Page 257).

H. Accept Public and Schools Libraries Report for July 2006 (Note Page 259).

I. Approve Acceptance of Low Bid for Mobile Classroom Infrastructure Work (Note Page 278).

J. Approve Acceptance of Low Bid for Digital Cameras and Recorders to be Installed on District Buses (Note Page 280).

K. Approve Acceptance of Low Bid for Small Equipment (Note Page 282).

L. Approve Acceptance of Submitted Alternate Bid to Repair and Upgrade Bleachers in J. C. Harmon Gymnasium (Note Page 286).

M. Approve Call for Bids for ATS Equipment (Note Page 288).

N. Approve Call for Bids for Service Contract for Asphalt Journeyman (Note Page 289).

O. Approve Call for Bids for New Dust Collection System at Washington High School (Note Page 291).

P. Approve Call for Bids for Fitness and Weight Training Equipment at Schlagle High School (Note Page 293).

Q. Approve Payment of Bills (Note Page 294).

R. Executive Session for the Following Exceptions to the Kansas Open Meetings Act:
   (a) Attorney Client Exception – for consultation with the Board's attorney on matters(s) protected by the attorney-client privilege.
   (b) Personnel Exception – to discuss nonelected personnel matters.
   (c) Employer-Employee Negotiations Exception – to protect the district's right to the confidentiality of its negotiating position and the public's interest.

XIII. New Business

XIV. Board Discussion

XV. Adjournment

KANSAS CITY BOARD OF EDUCATION (USD NO. 500)
MINUTES – REGULAR MEETING
June 27, 2006
5:30 P.M.

The regular meeting of the Kansas City Board of Education (USD No. 500) was held at 5:30 p.m. Tuesday, June 27, 2006, in the third floor auditorium of the Public Library and School Administration Building, 625 Minnesota Avenue, Kansas City, Kansas.

Roll Call

Mrs. Gloria A. Willis, Board President, called the meeting to order. Roll call showed the following:

Members present: Mr. George Gray Breidenthal Jr., Mrs. Norma Jones (arrived at 6 p.m.), Ms. Victoria S. Meyer, Mrs. Linda J. Pendleton, Mrs. Meredith Schraeder, Mrs. Gloria A. Willis

Members absent: Mr. Richard Kaminski

Pledge

Mrs. Willis led the Pledge of Allegiance.

Agenda

1. Mrs. Pendleton, seconded by Mr. Breidenthal, moved: That the regular and addendum agendas of the Kansas City Board of Education for June 27, 2006, be approved.

   Motion Carried

Minutes

2. Mrs. Schraeder, seconded by Mrs. Pendleton, moved: That the minutes of the regular meeting of the Kansas City Board of Education held on June 13, 2006, be approved.

   Motion Carried

Communications

Dr. Shackelford distributed copies of an article by Patty Dysart, freelance writer for the Kansan, regarding her positive experience at the June 13 Board of Education meeting.

Special Recognition

The Kansas City Board of Education recognized Mrs. Donna Hardy, Assistant Superintendent for Student, Parent and Community Services, and Mr. Carroll Macke, Director of Communications, for their many years of dedicated service to the children of the Kansas City, Kansas Public Schools.

Legislative liaison Bill Reardon gave the Board an update on activity in Topeka in connection with school funding. He informed the Board that the Court heard the brief on June 22 and will make a ruling on the adequacy of school funding.

Legislative Report

3. Mr. Breidenthal, seconded by Mrs. Pendleton, moved: That the Kansas City Board of Education approve an agreement with the University of Kansas Medical Center to establish a Health Careers Program as submitted by Mr. Steve Gering, Deputy Superintendent for Teaching and Learning, Mrs. Susan Engelmann, Executive Director, and Ms. Lori Hewitt, Work-Based Learning Specialist, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: KU Med Center

Motion Carried

4. Mrs. Pendleton, seconded by Mr. Breidenthal, moved: That the Kansas City Board of Education approve, as amended by legal counsel, an agreement with School Linked Services for Supplemental Educational Services for the 2006-2007 school year as submitted by Mr. Jim Clevenger, Director of Federal Programs, and Mr. Stephen R. Goceljak, Executive Director of School Linked Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: SLS

Motion Carried

5. Mrs. Jones, seconded by Mrs. Schraeder, moved: That the Kansas City Board of Education adopt, subject to review by legal counsel, as policy the 2006 Wellness Guidelines as submitted by Mr. Steve Gering, Deputy Superintendent for Teaching and Learning, Mrs. Karla Strickland, Director of Nutritional Services, and Mrs. Jean Ney, Coordinator of Fine Arts and Physical Fitness, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Policy: 2006 Wellness Guidelines

Motion Carried

6. Mrs. Pendleton, seconded by Mrs. Jones, moved: That the Kansas City Board of Education approve an agreement, as revised by legal counsel, with the Girl Scouts USA for services rendered in the Kidzone Before/After School and Summer Programs as submitted by Mr. Daryel Garrison, Kidzone Program Specialist, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: Girl Scouts USA/ Kidzone

Motion Carried

7. Mrs. Jones, seconded by Mr. George Breidenthal, moved: That the Kansas City Board of Education approve an agreement, as revised by legal counsel, with the United Way of Wyandotte County for services rendered in the Kidzone Before/After School and Summer Programs as submitted by Mr. Daryel Garrison, Kidzone Program Specialist, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: United Way/ Kidzone

Meredith Schraeder voted no
Motion Carried

8. Ms. Meyer, seconded by Mrs. Schraeder, moved: That the Kansas City Board of Education approve the 2006-2007 Liability Insurance Program Proposal as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and Mr. Brad Richter, AON (district insurance brokerage), and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Liability Insurance Proposal '06-07

Motion Carried

9. Mrs. Pendleton, seconded by Mr. Breidenthal, moved: That the Kansas City Board of Education approve an agreement with Alternative Risk Services to perform services as third party administrator for workers compensation claims as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: ARS/Workers Comp

Motion Carried

10. Mrs. Jones, seconded by Mrs. Schraeder, moved: That the Kansas City Board of Education approve an agreement for the installation of a wireless transmission facility at Northwest Middle School as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Contract: Wireless Transmission Facility

Motion Carried

11. Mr. Breidenthal, seconded by Mrs. Jones, moved: That the Kansas City Board of Education table action on the Human Resources Report and Recommendations as submitted by Mr. John Rios, Assistant Superintendent for Human Resources, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Table: HR Report/ Recommendations

Motion Carried

12. Mr. Breidenthal, seconded by Mrs. Pendleton, moved: That the Kansas City Board of Education approve the Public Library Personnel Report and Library Operations Recommendations as submitted by Mr. Charles O. Perdue, Director of Libraries, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Public Library Personnel Report and Library Operations Recommendations

Motion Carried

The Kansas City Board of Education accepted, as an informational item, the Public and School Libraries Report for May 2006 as submitted by Mr. Charles O. Perdue, Director of Libraries, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Public Library/ School Libraries Report

13. Mrs. Jones, seconded by Mr. Breidenthal, moved: That the Kansas City Board of Education approve acceptance of the low bid of $3,190,781.00 (base bid of $3,166,000.00 plus alternate #1 of $24,781.00 for exterior lighting) from Barsto Construction, Inc. and approve an additional 10% contingency of $319,078.10, total amount being $3,509,859.10 for Phase V/Package IV related to renovations at the School Administration and Public Library Building as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Tab. of Bids: Phase V/Pkg IV Library Bldg.

Motion Carried

14. Mrs. Schraeder, seconded by Mrs. Pendleton, moved: That the Kansas City Board of Education approve acceptance of the low bid of $20,999.00 (bid price of $30,999.000 minus $10,000 trade-in credit) from K. C. Bobcat, Inc. for purchase of a skid steer loader as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and Mr. Ira Lourie, Director of Physical Properties, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Tab. of Bids: Skid Steer Loader

Motion Carried

15. Mr. Breidenthal, seconded by Mrs. Jones, moved: That the Kansas City Board of Education approve a call for bids to repair and upgrade bleachers in gymnasium at J. C. Harmon high School as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and Mr. Ira Lourie, Director of Physical Properties, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

Call for Bids: Bleacher Repair Harmon HS

Motion Carried

16. Mrs. Pendleton, seconded by Mrs. Schraeder, moved: That the Kansas City Board of Education approve the payment of bills on the regular and addendum agendas as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools. **Payment of Bills**

Motion Carried

17. Mrs. Pendleton, seconded by Mr. Breidenthal, moved: That the Kansas City Board of Education recess to executive session at approximately 6:55 p.m. for 20 minutes, with action to follow, for the following exception(s) to the KOMA: **Executive Session**

(a) Attorney Client Exception
- for consultation on matters that would be deemed privileged in the attorney client relationship

(b) Personnel Exception
- to discuss non-elected personnel matters

(c) Employer-Employee Negotiations Exception
- to protect the district's right to the confidentiality of its negotiating position and the public's interest

Motion Carried

The public session resumed at approximately 7:15 p.m. and roll call showed all persons in attendance who were present in the regular meeting. **Session Resumed**

18. Ms. Meyer, seconded by Mrs. Pendleton, moved: That the Kansas City Board of Education approve the Human Resources Report and Recommendations on the regular and addendum agendas as submitted by Mr. John Rios, Assistant Superintendent for Human Resources, and as recommended by Dr. Jill Shackelford, Superintendent of Schools. **Human Resources Report and Recommendations**

Motion Carried

19. There being no further business to come before the Board, Mrs. Jones, seconded by Mr. Breidenthal, moved: That the meeting be adjourned. **Adjournment**

Motion Carried

ATTEST:_____ Clerk _____President

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

MEMORANDUM

TO : THE KANSAS CITY BOARD OF EDUCATION

FROM : Dr. Jill Shackelford, Superintendent of Schools

DATE : July 18, 2006

SUBJECT : Accept as an informational item a proposal for a private investor to purchase Lowell and Lowell Annex located at 1030 Orville Avenue.

RECOMMENDATION:

That the Kansas City Board of Education accept as an information item the proposal by Mr. Chris Steineger who is interested in obtaining ownership of Lowell School and the surrounding property as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services and as reviewed by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

Mr. Steineger is a private investor who values historical properties. He is interested in obtaining the property from the school district to develop apartments/condominiums. At the June 13th board meeting board members granted a delay of action on acceptance of the low bid from Harvey Brother's Trucking and Wrecking Co. Inc. The deterioration, vandalism and other incidents at the site have made it necessary to consider alternatives for this property. In March 2006, the county appraiser set the land value at $86,000, Improved Value at $1,641,470, with the Total Appraised Value of $1,727,470.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business and Support Services

The use of the data obtained from Wyandotte County real estate records, and any products derived therefrom, for the purpose of solicitation to buy or sell any product, property, or service is strictly prohibited.

Tax ID # 090228

Full Report

Property Information

COUNTY APPRAISER SITE **Update:** March 2006

Property Address:	1030 ORVILLE AV		
Property City:	KANSAS CITY	**Zip Code:**	66102-5218
Subdivision:	NORTHRUP PARK	**LCI:**	C / COMMERCIAL
School District:	500 / KCK	**Sec:**	**Twnshp:** **Range:**

Owner Information

Owner Name:	U.S.D.#500 - CA REER LEARNING CENTER
Owner Address:	625 MINNESOTA AVE
City, St, Zip:	KANSAS CITY, KS 66101-2805

Land Information

Front: 556 **Depth:** 139 **Total Acres:** 1.737

Building Information

Building Style:		**Bsmt Foundation:**		**Bedrooms:**	0
Year Built:	0	**Roof Material:**		**Full Baths:**	0
Total Sq Ft:	0	**Exterior Walls:**		**Half Baths:**	0
Unfinished Area:		**Interior Walls:**		**Bsmt Type:**	
Fin Bsmt Area:		**Heat:**		**Total Rms:**	
Rec Rm Area:					

Tax Assessment Information

Appraised Land Value:	$86,000	**Appraised Improve Value:**	$1,641,470	**Total Appraised Value:**	$1,727,470
Assessed Land Value:	$0	**Assessed Improve Value:**	$0	**Total Assessed Value:**	$0
Tax Year:	0	**Tax Dist:** 1 /KANSAS CITY		**Year Appraised:**	2006
				Reappraisal Amt:	$1,794,930

Legal Description

Census Tract: 41700 **Census Block:** 27

B2 L12 TO L33

Taxes

General: $0 **Specials:** $0 **Total Tax:** $0

© Copyright 1999-2006 Heartland Multiple Listing Service - Information Deemed Reliable but Not Guaranteed.

Chris Steineger and Shari L. Wilson
51 South 64th Street
Kansas City, Kansas 66111-2002
(913) 287-7636
(913) 287-6879 fax

12 July 2006

Mrs. Gloria Willis
School Board President
USD 500
625 Minnesota Avenue
Kansas City, Kansas 66101

Re: Proposal for Redevelopment of Lowell Elementary School

Dear Mrs. Willis:

Attached please find our proposal for redevelopment of the Lowell Elementary School property. We intend to convert Old Lowell to low- to moderate-income apartments using a combination of private funding, historic preservation and housing tax credits, grants, and loan financing. We have put together a team that is qualified to undertake these types of projects and is ready to begin work.

Our intent is to start the redevelopment of Old Lowell immediately upon title transfer of the property. Deadlines for grant and tax credit applications are coming up soon, and the process of listing the building on the National Register of Historic Places will take four to six months. Therefore, we would like to enter into a letter of intent with the school district pursuant to this proposal as soon as possible.

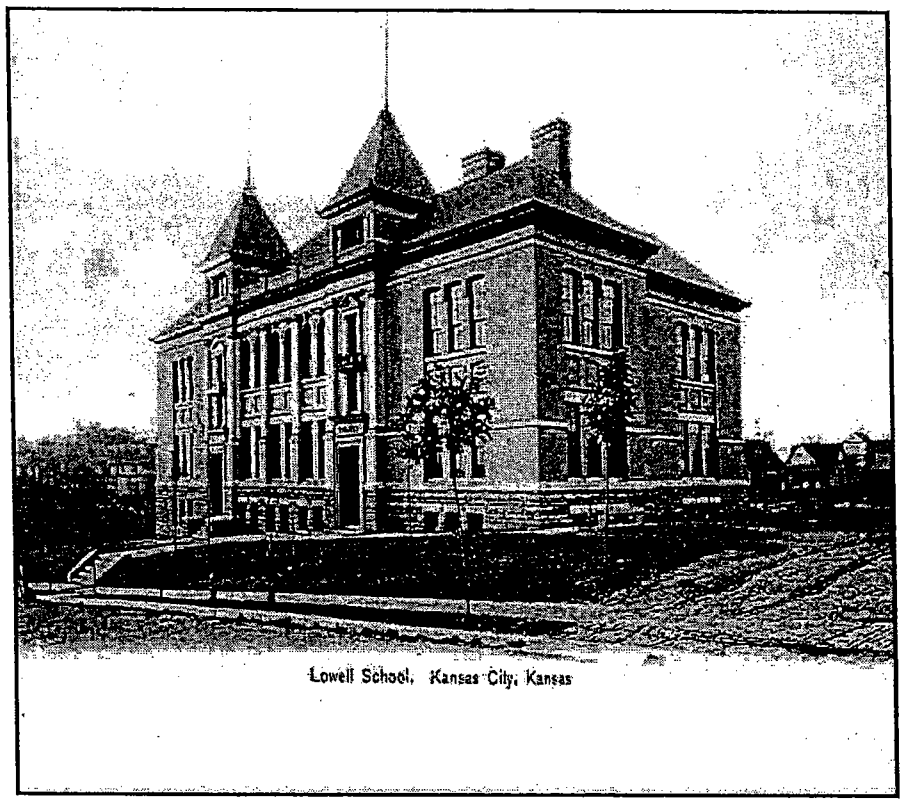
Thank you for considering our proposal. We would also like to thank the USD 500 staff for their assistance. We believe Old Lowell is a landmark of our community and deserves a second life that is both functional and beautiful. We look forward to seeing you at the board meeting on Tuesday evening. If you have any questions in the meantime, please don't hesitate to give us a call.

Sincerely,

Chris Steineger

Shari L. Wilson

Proposal for Redevelopment of Lowell Elementary School



Lowell School, Kansas City, Kansas

Presented to USD 500 School Board

18 July 2006

Chris Steineger, Shari L. Wilson and Partners
913-287-7636

Background

Old Lowell Elementary is one of the oldest surviving school buildings in Wyandotte County and the Kansas City metro area. Built in 1898 with an addition in 1922, it is the oldest surviving school building known to have been entirely designed by famed school architect W.W. Rose. Old Lowell is eligible for listing on the National Register of Historic Places for three criteria: architectural style, historic architect, and historic trend (age of Enlightenment for public education).

Proposal

We propose to redevelop Old Lowell Elementary into low- to moderate-income housing. Preserving the historic character of Old Lowell to National Park Service standards, addressing exterior preservation issues, and completely redoing and upgrading utilities will be an expensive endeavor in excess of $3 million. Three projects in downtown Kansas City, Kansas, serve as models for comparison: the Old Fire Station, converted into office space; Old City Hall, converted to low- to moderate-income housing; and St. Mary's Catholic Church on 5th Street, for which no redevelopment plan has been submitted. CHWC redeveloped the Old Fire Station, investing $1.3 million. Old City Hall was redeveloped by City Vision Ministries with an investment of $6.7 million. The Old Fire Station and Old City Hall were each purchased from the Unified Government in exchange for $100 or less. St. Mary's was purchased by a private individual from the Catholic Diocese for $5,000, and will require much the same preservation and interior work as the other projects. Demolition bids for Old Lowell were approximately $100,000.

Based on this information, we are prepared to offer $5,000 for the property. Redevelopment of Old Lowell will begin immediately upon transfer of ownership, as outlined below. We are open to discussion regarding Lowell Lamb, which could serve a number of uses including its current use as a preschool building. Our preferred arrangement would be for USD 500 to lease Lowell Lamb for classroom purposes, while we provide cleaning and maintenance. We would like the school district to benefit from the sale, and have a lower operating cost at Lowell Lamb than currently. This arrangement would also ensure that classes can be held at Lowell Lamb this fall as planned. Alternatives include conversion to a day care center, or senior citizen apartments.

Old Lowell Redevelopment Concept

Old Lowell will be redeveloped into 21 loft-style apartments for low- to moderate-income individuals using a combination of federal and state tax credits available for such conversions. With the redevelopment efforts of CHWC and City Vision Ministries, and the re-opening of the Granada Theater, renovation of Old Lowell into a signature building will continue the move toward reinvestment in our central city.

Old Lowell will be treated to the following: restoration of historic doors and windows with storm windows added; tuckpointing of foundation and brick to historic originality; restoration of cornice and other tin work to historic standards; restoration of stairwells, wood floors and wood trim to historic standards; construction of two wrought iron balconies in place of the original fire escapes; and removal of asbestos and lead paint. For apartment conversion, Old Lowell will have a sprinkler system, elevator, new roof, individual kitchens and baths with appliances including laundry, individual HVAC systems, new plumbing and wiring including cable television and wireless internet access, and key card security system. Improvements to the grounds will include rehabilitation of the original brick sidewalks and drives, construction of carports, wrought iron security fence with key guard entrance gates, period street lights, landscaping, and an outdoor patio with seating and BBQ grill. Attic insulation, new windows, and high efficiency appliances will combine to make Old Lowell as energy efficient and "green" as possible. If funds allow, sculptural artworks and a water feature will be installed on the grounds.

Financing and Governmental Approvals

Investor equity will provide start-up capital for the project. Federal and state historic renovation tax credits and federal low- to moderate-income housing tax credits will provide the majority of the permanent financing. A bank construction loan will provide cash flow during the approximate 18-month redevelopment process. Grants are available for some historic preservation needs.

We have interviewed several local and Midwest banks that have financed similar projects and they are willing to finance the redevelopment of Old Lowell. Dialogue with appropriate federal, state, and Unified Government officials about our proposal has surfaced no insurmountable issues.

Partner and Renovation Team Qualifications

Chris Steineger and Shari L. Wilson will be the local partners. The Steineger family has fifty years' experience owning, rehabilitating, maintaining, and operating licensed rental property in Wyandotte County. Chris currently manages and oversees renovation work on several properties for the family. Shari has engineering firm project management experience with a primary focus on historic and environmental areas. Chris and Shari both have experience writing and managing federal grants.

Former Kansans Martin and Cindy Steineger Blair have 30 years' experience developing real estate in San Diego and Topeka. Cindy's architecture degree is from the University of Kansas and she is a practicing architect in California. Martin actively acquires and redevelops real estate. They own and manage several buildings, restaurants, and a microbrewery, and have had significant redevelopment success in the resurgence of downtown San Diego, especially the Gaslamp District.

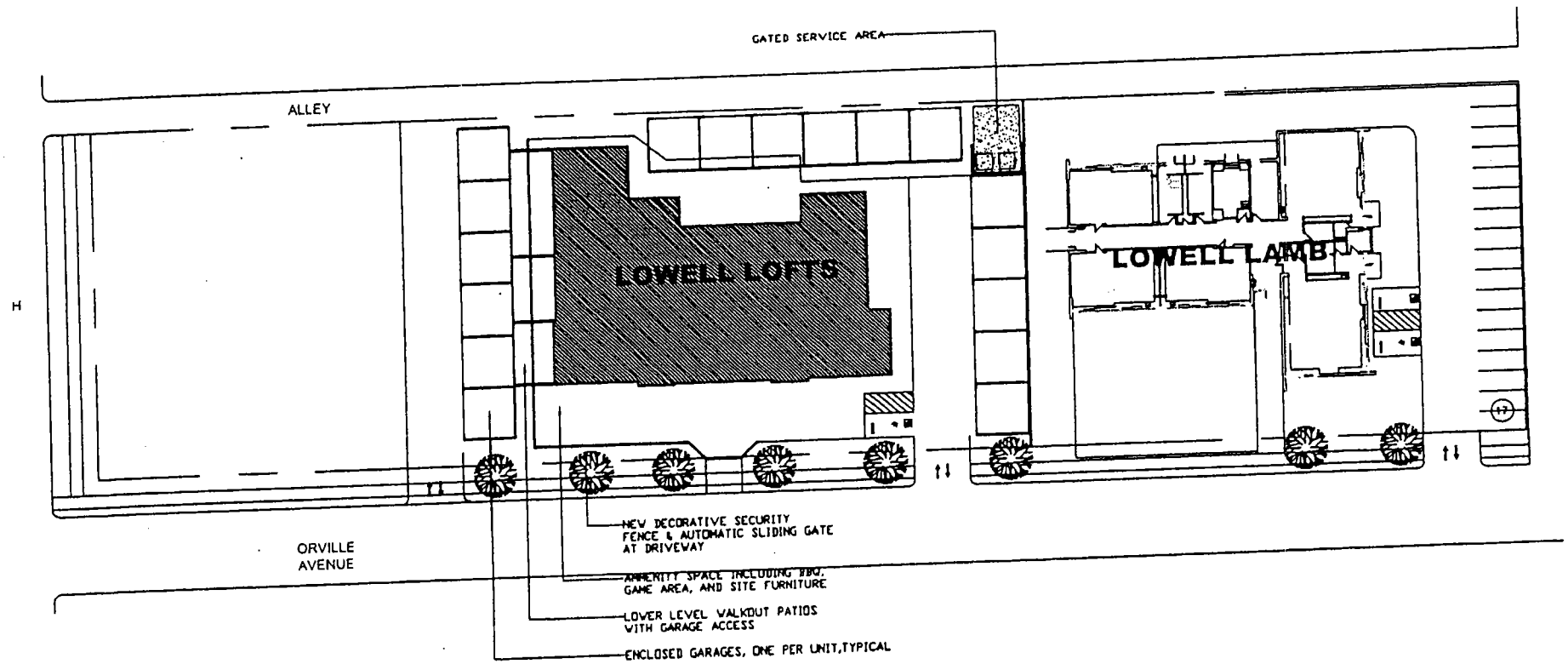
A local engineer, attorney, architect, and Certified Public Accountant with appropriate experience in urban redevelopment properties and using state and federal tax credits have been interviewed and chosen to provide services as needed. Contractors qualified to work on historic buildings will be hired to do the construction.

Timeline

Assuming completion of negotiations and ownership transfer by August 31st, we will spend Fall 2006 obtaining necessary zoning, platting, and Historic Register listing; arranging financing and tax credits; and drawing up architectural and engineering plans. We will also begin site preparation activities including grading, demolition work in the basement, and cleaning of the building this fall. Tuckpointing, cornice repair, window repair, and roof replacement will occur as soon as Historic Register listing is complete and tax credit arrangements are finalized. Full reconstruction will start in the winter, with a tentative completion date of early 2008.

We offer this proposal in good faith, per the School Board's request to provide a plan for redevelopment and financing by 18 July 2006. Old Lowell Elementary School is a landmark building worthy of preservation and redevelopment into a functional, aesthetically-pleasing space that adds value to the local neighborhood and community as a whole. We appreciate the opportunity to submit this proposal and look forward to working with you to begin the redevelopment process.

Chris Steineger
Shari L. Wilson
Martin Blair
Cindy Steineger Blair



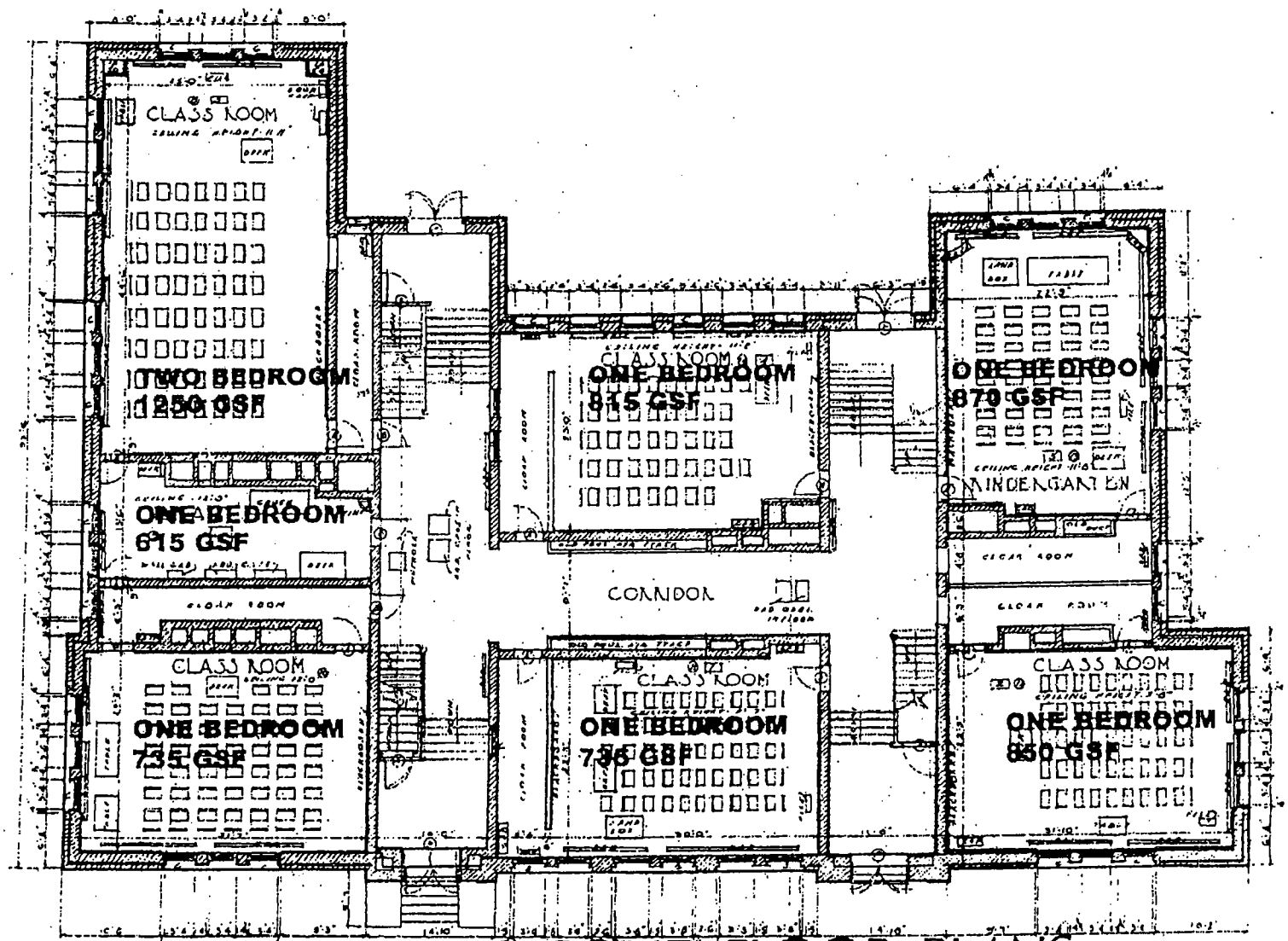
SITE PLAN

RESIDENTIAL CONVERSION
LOWELL SCHOOL

0 25' 50'

SCALE: 1" =50'-0"

LOWELL SCHOOL RESIDENTIAL RENOVATION PROJECT



FIRST & SECOND FLOOR PLANS

RESIDENTIAL CONVERSION
LOWELL SCHOOL

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **KANSAS CITY, KANSAS BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **ANNUAL APPOINTMENT OF BOARD POSITIONS**

RECOMMENDATION:

That the Kansas City Board of Education **approve appointment of a Clerk, Deputy Clerk, Legal Counsel, Treasurer and Deputy Treasurer** recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Kansas City Board of Education is required to appoint a Clerk, Deputy Clerk, Legal Counsel, Treasurer and Deputy Treasurer at its July organizational meeting. The recommended appointees are as follows:

Susan Westfahl	Clerk
Pam Bennett	Deputy Clerk
Deryl Wynn	Legal Counsel
Connie Brand	Treasurer
Kristen Woodbury	Deputy Treasurer

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

APPOINTMENTS

Persons currently serving in designated capacity:

Clerk	Susan Westfahl
Deputy Clerk	Pam Bennett
Treasurer	Connie Brand
Deputy Treasurer	Kristen Woodbury

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **RESOLUTION ON OFFICIAL MEETING TIME AND PLACE**

RECOMMENDATION:

That the Kansas City Board of Education **approve the resolution designating the official meeting time and place of the Board for 2006-2007** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

Kansas Statute 72-8205 requires that at a meeting in July of each year, the Board of Education adopt a resolution specifying the meeting time, day and week of the month, and place for regular meetings of the Board of Education.

The attached resolution has been prepared for your consideration and satisfies the legal requirement.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION ON OFFICIAL MEETING TIME AND PLACE

Resolution

Pursuant to the provisions of KSA 72-8205, the Board of Education of Unified School District No.500, Wyandotte County, State of Kansas, will meet at 5:30 p.m. on the second and fourth Tuesdays of each month, effective August 1, 2006, with the following exceptions:

The second meeting in December will be canceled.
The first meeting in July will be canceled.
The second meeting in July will be held on the third Tuesday.

In the event that the regular meeting date shall fall on an election day, a legal holiday, or on any school holiday established by the Board of Education, the regular meeting shall be held on the following day commencing at the same hour.

All Board meetings will be held in the third floor auditorium of the Public Library and School Administration Building, 625 Minnesota Avenue, Kansas City, Kansas, with the following exceptions:

October 10, 2006:	Coronado Middle School, 1735 N. 64th Terrace
October 24, 2006:	West Branch Library, 1737 N. 82nd Street
November 14, 2006:	Eugene Ware Elementary School, 4820 Oakland
November 28, 2006:	West Branch Library, 1737 N. 82nd Street
December 12, 2006:	West Branch Library, 1737 N. 82nd Street
Jan. 9 & 23, 2007:	West Branch Library, 1737 N. 82nd Street
February 13, 2007:	West Branch Library, 1737 N. 82nd Street
February 27, 2007:	Silver City Elementary School, 2515 Lawrence
March 13, 2007:	Washington High School, 7340 Leavenworth Rd.
March 27, 2007:	West Branch Library, 1737 N. 82nd Street

Except as otherwise provided by law, all meetings for the conduct of the affairs of and the transaction of business by the Board of Education of Unified School District No. 500 shall be open to the public.

Any regular meeting of the Board of Education may be adjusted to another time, date and place.

_____
Board President

ATTEST:

_____
Clerk of the Board of Education
Adopted this 18th of July, 2006
Board of Education
Unified School District No. 500

2006-2007
Board of Education Meeting Time and Place

All meetings will begin at 5:30 p.m.

August 8, 2006	Library Building
August 22, 2006	Library Building
September 12, 2006	Library Building
September 26, 2006	Library Building
October 10, 2006	Coronado Middle School, 1735 N. 64th Terrace
October 24, 2006	West Branch Library, 1737 N. 82nd Street
November 14, 2006	Eugene Ware Elementary School, 4820 Oakland
November 28, 2006	West Branch Library, 1737 N. 82nd Street
December 12, 2006	West Branch Library, 1737 N. 82nd Street
January 9, 2007	West Branch Library, 1737 N. 82nd Street
January 23, 2007	West Branch Library, 1737 N. 82nd Street
February 13, 2007	West Branch Library, 1737 N. 82nd Street
February 27, 2007	Silver City Elementary School, 2515 Lawrence
March 13, 2007	Washington High School, 7340 Leavenworth Rd.
March 27, 2007	West Branch Library, 1737 N. 82nd Street
April 10, 2007	Library Building
April 24, 2007	Library Building
May 8, 2007	Library Building
May 22, 2007	Library Building
June 12, 2007	Library Building
June 26, 2007	Library Building
July 17, 2007	Library Building

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **ANNUAL DESIGNATION OF NON-DISCRIMINATION COORDINATOR AND DISABILITY COMPLIANCE COORDINATOR AND PUBLICATION OF THE NOTICE OF NON-DISCRIMINATION**

RECOMMENDATION:

That the Kansas City Board of Education **designate Mr. John Rios, Assistant Superintendent for Human and Community Resources, as its Non-Discrimination Coordinator and Ms. Kim Shaw, Deputy Director of Special Education, as its Disability Compliance Coordinator for the 2006-2007 school year, and adopt the annual publication notice of non-discrimination as per proposed Resolution and Notice** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The general non-discrimination policies of the Board applicable to students (5.0.1.0.0) and personnel (4.1.1.0.0, 4.1.1.4.0 and 4.2.1.4.0) require that on an annual basis the Board designate a Non-Discrimination Coordinator and Disability Compliance Coordinator and publish and distribute notice of such designation. The attached resolution satisfies the policy requirement.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue
913•551•3200

Kansas City, Kansas 66101
Fax: 913•551•3217

NOTICE OF NON-DISCRIMINATION

Policy Statement: The Kansas City, Kansas School District does not discriminate, and is required by law not to discriminate, on the basis of race, color, religion, sex, national origin, age, handicap, or disability in admission, access to, or treatment of its programs and activities. Pursuant to applicable law, disabled individuals shall have equivalent enjoyment of the programs, services, facilities, privileges, advantages, or accommodation of any facility owned, leased, or operated by the district.

Title IX: Pursuant to Title IX of the Education Amendments of 1972, the Kansas City, Kansas School District does not discriminate on the basis of sex in any education program or activity, including programs, services, facilities, privileges, advantages or accommodations in facilities.

Programs, Activities and Employment: The Kansas City, Kansas School District does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or disability in the administration of any employment initiative, including hiring, firing, termination, disciplinary procedures, or other related programs and activities.

Reporting: Inquiries regarding Title IX, or reports of specific complaints, or alleged discrimination should be referred to:

Mr. John Rios
Title IX/Non-Discrimination Coordinator
625 Minnesota Avenue
Kansas City, Kansas 66101
Telephone number (913) 551-3200

Or

Office of Civil Rights
U. S. Department of Education
8930 Ward Parkway, Suite 2037
Kansas City, Missouri 64111
Telephone number (816) 268-0550

Disability Related Concerns: Complaints regarding disabilities and issues under Section 504 and/or the Americans with Disabilities Act and those relating to the provisions of special education services, should be referred to:

Ms. Kim Shaw
4601 State Avenue, Suite 38
Kansas City, Kansas 66104
Telephone number (913) 627-4999

No Retaliation: Regardless of the means selected for resolving the complaint, the initiation of a good-faith complaint of alleged discrimination or misconduct will not cause any negative reflection on the complainant, nor will it affect his/her access to the programs, activities, services, facilities, privileges, advantages or accommodations in facilities provided by the Kansas City, Kansas School District.

Adopted this 18th day of July, 2006.

_____
Board President

ATTEST:

_____
Clerk of the Board of Education

RESOLUTION DESIGNATING NON-DISCRIMINATION COORDINATOR AND DISABILITY COMPLIANCE COORDINATOR

BE IT RESOLVED, That Mr. John Rios be designated to serve as the Non-Discrimination Coordinator and that Ms. Kim Shaw be designated to serve as the Disability Compliance Coordinator for the Kansas City, Kansas School District (USD #500) for the 2006-2007 school year as recommended by the Superintendent of Schools.

_____
Board President

ATTEST:

_____
Clerk of the Board of Education

Adopted this 18th day of July, 2006
Board of Education
Unified School District 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **ANNUAL DESIGNATION OF FREEDOM OF INFORMATION OFFICER**

RECOMMENDATION:

That the Kansas City Board of Education **approve a resolution designating Mr. David Smith, Assistant to the Superintendent for Communications and Community Development, as its Freedom of Information Officer for the 2006-2007 school year as required by the Kansas Open Records Act** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The 2000 state Legislature enacted substantial changes to the Kansas Open Records Act (KORA). School districts are required to appoint a freedom of information officer. The officer is required to provide the public with educational materials about rights and responsibilities under KORA and procedures for accessing public records from the district and schools under KORA.

Each school board must designate a local freedom of information officer. The officer must:

- Prepare and provide educational materials and information concerning the open records act;

- Be available to assist the public agency and members of the general public to resolve disputes relating to the open records act;

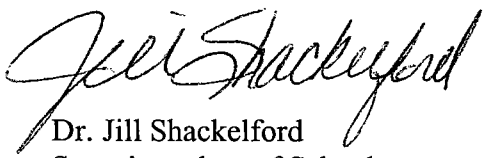
625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

- Respond to inquiries relating to the open records act;

- Establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or otherwise make available to the public under the open records act.

It is recommended that Mr. David Smith, Assistant to the Superintendent for Communications and Community Development, be appointed the school district Freedom of Information Officer.

Recommended by:



Dr. Jill Shackelford
Superintendent of Schools

RESOLUTION DESIGNATING
FREEDOM OF INFORMATION OFFICER

BE IT RESOLVED, That Mr. David Smith, Assistant to the Superintendent for Communications and Community Development, be designated to serve as the Freedom of Information Officer for the Kansas City, Kansas School District (USD #500) for the 2006-2007 school year as recommended by the Superintendent of Schools.

_____
Board President

ATTEST:

_____
Clerk of the Board of Education

Adopted this 18th day of July 2006
Board of Education
Unified School District #500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **RESOLUTION DESIGNATING BANKS AND SAVINGS AND LOANS AS DEPOSITORIES FOR FUNDS**

RECOMMENDATION:

That the Kansas City Board of Education **approve the attached Resolution designating banks and savings and loans as depositories for funds of Unified School District No. 500** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The attached Resolution designates the banks and savings and loans as depositories for funds.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business/Support Services

625 Minnesota Avenue
913•551•3200

Kansas City, Kansas 66101
Fax: 913•551•3217

RESOLUTION

BE IT RESOLVED, By the Board of Education of Unified School District No. 500, Wyandotte County, Kansas, that the following banks and savings and loan associations be designated as depositories for funds of the said School District upon compliance with statutes of the State of Kansas requiring the pledge of collateral for the public funds of said District:

Brotherhood Bank & Trust
Commerce Bank
Douglass Bank
First State Bank
Industrial State Bank
Security Bank of Kansas City
UMB Bank Kansas

_____
Board President

ATTEST:

_____
Clerk of the Board of Education

ADOPTED this 18th day of July, 2006
Board of Education
Unified School District No. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **RESOLUTION TO WAIVE FIXED ASSET ACCOUNTING**

RECOMMENDATION:

That the Kansas City Board of Education **approve a Resolution to Waive the Annual Requirements of Generally Accepted Accounting Principles and Fixed Asset Accounting** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The attached Resolution waives the requirements of K.S.A. 75-1120a(a) as it applies to the school district for the 2005-2006 school year. This is a recommended practice as there is no significant value to the school district for the added expense, and the district has followed this practice since the legislature authorized the law.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business/Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION

WHEREAS, THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 500, KANSAS CITY, KANSAS PUBLIC SCHOOLS, has determined that the financial statements and financial reports for the 2005-2006 school year to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board, the Unified School District, or the members of the general public of the District; and

WHEREAS, There are no revenue bond ordinances or other ordinances or resolutions of said municipality which require financial statements and financial reports to be prepared in conformity with said act for the school year 2005-2006,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 500, KANSAS CITY, KANSAS PUBLIC SCHOOLS, in regular meeting duly assembled this 18th day of July, 2006, that the said Board requests the Director of Accounts and Reports to waive the requirements of said law as they apply to the Kansas City Public Schools for the school year 2005-2006; and

BE IT FURTHER RESOLVED, That the said Board shall cause its financial statements and financial reports of the said district to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

_____
President of the Board

ATTEST:

_____
Clerk of the Board of Education

ADOPTED This 18th day of July, 2006
BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **APPOINTMENT OF AGENT FOR KPERS**

RECOMMENDATION:

That the Kansas City Board of Education **approve a Resolution designating Mrs. Connie Brand, Director of Finance and Budgets/ Treasurer, as Agent for the Kansas Public Employees Retirement System and Ms. Kristen Woodbury, Secretary to the Director of Finance and Budgets/Treasuer, and Ms. Jan Remund, Accounting Clerk, as "also signs"** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The attached Resolution designates Mrs. Brand as Agent for the Kansas Public Employees Retirement System through whom system transactions and communications shall be directed. Ms. Kristen Woodbury, Secretary to the Director of Finance and Budgets/Treasurer, and Ms. Jan Remund, Accounting Clerk, are designated as "Also Signs."

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business/Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION

Pursuant to KSA 74-4902(6), the Kansas Public Employees Retirement Act provides that participating employers of the Kansas Public Employees Retirement System shall designate an individual as "Agent" through whom system transactions and communication shall be directed.

THEREFORE, BE IT HEREBY RESOLVED, By the Kansas City, Kansas Public Schools, Unified School District No. 500, that Mrs. Connie Brand, Director of Finance and Budgets, be designated as "Agent" and Ms. Kristen Woodbury, Secretary to the Director of Finance and Budgets/Treasurer, and Ms. Jan Remund, Accounting Clerk, be designated as "Also Signs" for the Kansas Public Employees Retirement System.

_____

President of the Board

ATTEST:

_____

Clerk of the Board of Education

Adopted this 18th day of July, 2006
Board of Education
Unified School District No. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **PL-874 APPLICATION**

RECOMMENDATION:

That the Kansas City Board of Education approve **filing PL-874 application (Federal Impact and Low Income Housing) and appoint Mrs. Connie Brand, Director of Finance and Budgets/Treasurer, to act as the authorized representative of the Board of Education** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

Mrs. Brand will serve as the authorized representative of the Board to secure enrollment and file the PL-874 applications.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business/Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **DESIGNATED EMPLOYEES TO REPORT NON-COMPLIANCE OF COMPULSORY ATTENDANCE**

RECOMMENDATION:

That the Kansas City Board of Education **approve certain employees (i.e. listed below) to report non-compliance of compulsory attendance** as submitted by Dr. Kelli Mather, Executive Director for Student and Family Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Kansas City, Kansas Public School System is required by KSA 72-1113 and its Board Policy 5.1.1.4.0 to designate employees to report cases of non-compliance of compulsory attendance to the District Attorney's Office of Wyandotte County. The recommended list of designated employees follows:

Dr. Kelli Mather, Executive Director for Student and Family Services

Kenneth Blount, Campus Officer
Willie Brooks, Campus Officer
Michael Campbell, Campus Officer
Damon Cole, Campus Officer
Charles Crouss, Campus Officer
Burnell Davis, Campus Officer
Richard Enloe, Campus Officer

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

Robert Graham, Campus Officer
Kim Henderson, Campus Officer
Darrell Jones, Campus Officer
Angelique Lee, Campus Office
Jeron Manlove, Campus Officer
Earl McDonald, Campus Officer
Albert Meeks, Truancy Officer
Frank Robison, Campus Officer
Anthony Ross, Campus Officer
Orlando Singleton, Campus Officer
Carlener Slaughter, Campus Officer
Jennifer Sperl, Campus Officer
James Taylor, Campus Officer
Van Tucker, Campus Officer
Sherri Wash, Campus Officer
Gary Washington, Campus Officer
Charles Wayne, Campus Officer
Pat Woolridge, Campus Officer

Douglas Bolden, Principal, F. L. Schlagle High School
Roel Quintanilla, Principal, J. C. Harmon High School
Mary Viveros, Principal, Sumner Academy of Arts and Science
Greg Netzer, Principal, Washington High School
Walter Thompson, Principal, Wyandotte High School
Jeremy Brueggeman, Principal, Argentine Middle School
Laurie Boyd, Principal, Arrowhead Middle School
Kris Ludwig, Principal, Central Middle School
Judy Duff, Principal, Coronado Middle School
Freda Ogburn, Principal, Eisenhower Middle School
Earl Williams, Principal, Northwest Middle School
Connie Horner, Principal, Rosedale Middle School
Shelly Beech, Principal, West Middle School
Eva Tucker-Nevels, Principal, Banneker Elementary School
Faye Thicklin, Principal, Bethel Elementary School
John Burton, Central Elementary School
Leala Taylor, Principal, Chelsea Elementary School
Vicki Smothers, Principal, Claude Huyck Elementary School
Nedia Riley, Principal, Douglass Elementary School
Ramona Stowe, Principal, Emerson Elementary School
Janice Turner, Principal, Eugene Ware Elementary School
Brett Bernard, Principal, Frances Willard Elementary School

Mary Welsh, Principal, Frank Rushton Elementary School
Jewell Ragsdale, Principal, Grant Elementary School
Stacia Brown, Principal, Caruthers Elementary School
Sue Elliott, Principal, Hazel Grove Elementary School
Flora Anderson, Principal, John F. Kennedy Elementary School
Josie Herrera, Principal, John Fiske Elementary School
Dee Dee Hines, Principal, Lindbergh Elementary School
Marguerite Martinez, Principal, Mark Twain Elementary School
Shane Knight, Principal, M. E. Pearson Elementary School
Cindy Cop, Principal, McKinley Elementary School
Sharyn Connor, Principal, New Stanley Elementary School
Theresa Schneweis, Principal, Noble Prentis Elementary School
Linnie Baker, Principal, Quindaro Elementary School
Mary Gulick, Principal, Silver City Elementary School
Michael Windes, Principal, Stony Point North Elem. School
Vercella Sears, Principal, Stony Point South Elementary School
Geri Cunningham, Principal, T. A. Edison Elementary School
Cheryl Rainey, Principal, Welborn Elementary School
Debbie Blancarte, Principal, White Church Elementary School
Alan Schlichting, Principal, Whittier Elementary School
Michael Jones, Principal, W. A. White Elementary School
Gloria Johnson, Principal, Fairfax Learning Center
Gayla Steenbergen, Principal, Fairfax Campus

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Kelli Mather
Executive Director for
Student and Family

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **APPOINTMENT OF HEARING OFFICERS**

RECOMMENDATION:

The Kansas City Board of Education **approve the appointment of hearing officers for the 2006-2007 school year for the purpose of conducting hearings on extended suspension and expulsion cases** as submitted by Dr. Kelli Mather, Executive Director for Student and Family Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

When a student is placed on extended suspension or expulsion at a school, the principal conducts a hearing to determine if the student is to remain on suspension or be reinstated. If the parent is dissatisfied with the results of the school hearing, by Kansas law and Board of Education policy, they may appeal the decision to the Board of Education. A Board-appointed hearing officer conducts the hearing and makes recommendations to the Board of Education relative to continued suspension or reinstatement.

It is recommended that Dr. John Albertson be appointed as hearing officer for the 2006-2007 school year to be paid at the rate of $100.00 per hearing.

It is also recommended that the following staff members be appointed as hearing officers for the 2006-2007 school year:

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

Stephen Vaughn, Director of Classified Human Resources
Barbara Kirkegaard, Director of Elementary Human Resources
Tom Petz, Executive Director of Secondary Human Resources

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Kelli Mather
Executive Director for
Student and Family Services

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **RESOLUTION FOR DESTROYING VARIOUS DOCUMENTS, RECORDS AND PAPERS**

RECOMMENDATION:

That the Kansas City Board of Education **approve the attached Resolution authorizing destroying various documents, records and papers for the years 2000-2001** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The attached Resolution authorizes the Assistant Superintendent for Business Services, pursuant to K.S.A. 72-5369, to destroy various documents, records and papers for the years 2000-2001. K.S.A. 72-5369 states "the Board of Education may, by resolution, authorize any officer or official who has custody of certain records, documents or other papers, to destroy the same at the time indicated." It is requested that the following records be destroyed:

1. Warrants, canceled checks, and receipts
2. Purchase orders and requisitions
3. Time Sheets and other supporting pay documents

A permanent file exists for all payroll and budget documents either on microfiche or in permanent binders.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business/Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION

BE IT RESOLVED, That the Board of Education of Unified School District No. 500, Wyandotte County, Kansas, shall authorize the Clerk of the Board to destroy the following records pursuant to K.S.A. 72-5369 and 72-5370:

1. Warrants, canceled checks and receipts – 2000-2001
2. Purchase orders and requisitions – 2000-2001
3. Time sheets and other supporting pay documents – 2000-2001

CERTIFICATE:

This is to certify that the above resolution was duly adopted by the Board of Education of Unified School District No. 500, Wyandotte County, Kansas, on the 18th day of July, 2006.

UNIFIED SCHOOL DISTRICT NO. 500

_____

President of the Board of Education

ATTEST:

_____

Clerk of the Board of Education

Dated: July 18, 2006

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **RESOLUTION TO ESTABLISH SCHOOL TERM OF 1,116 SCHOOL HOURS FOR 2006-2007**

RECOMMENDATION:

That the Kansas City Board of Education approve **a resolution establishing a school term consisting of not less than 1,116 hours for the 2006-2007 school year as authorized by K.S.A.72-1106(b)** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The School District Finance and Quality Performance Act adopted by the State Legislature in 1992 requires that the school term for public schools in each school year commencing after June 30, 1994, consist of at least 186 school days consisting of not less than six hours. The Board of Education of any school district may, however, provide an alternative school term consisting of not less than 1,116 school hours subject to the Board's adoption of a policy providing for such an alternative. The State Board of Education must be notified by September 15 in each school year for which the policy is to be in effect.

It is recommended that the Board adopt the attached resolution establishing a 1,116-school-hour term.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION ESTABLISHING 1116-HOUR SCHOOL TERM

Pursuant to the provisions of K.S.A.72-1106(b), the Board of Education of Unified School District No. 500, Wyandotte County, State of Kansas, hereby establishes the school term for school years commencing after June 30,1994, to consist of:

Not less than 465 school hours for pupils attending kindergarten;

Not less than 1,116 school hours for pupils attending any of the grades one through 11; and

Not less than 1,086 school hours for pupils attending grade 12 of the school district.

_____
Board President

ATTEST:

_____
Clerk of the Board of Education

Adopted this 18th day of July 2006
Board of Education
Unified School District No. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **KCK SCHOOL FOUNDATION FOR EXCELLENCE APPOINTMENT OF DIRECTORS**

RECOMMENDATION:

That the Kansas City Board of Education **approve a Resolution electing Directors of the Kansas City, Kansas Foundation for Excellence, Inc., for the terms as indicated,** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

It is recommended that the resolution of election to the position of Board of Directors of the KCK School Foundation for Excellence, Inc. (term of office as indicated) be approved for the following persons:

Jill Shackelford	3 years
John Rios	3 years
Connie Brand	3 years
Cynthia Lane	2 years
Christal Watson	2 years
David Smith	2 years
Beth Brown	1 year
Linda Hollinshed	1 year
Cindy Cash	1 year

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY, KANSAS SCHOOL FOUNDATION FOR EXCELLENCE, INC.

ACTION OF MEMBERS BY WRITTEN CONSENT

THE UNDERSIGNED, a duly elected member of the Board of Education of Unified School District No. 500, in his/her capacity as a member of the Kansas City, Kansas School Foundation For Excellence, Inc., a non-profit Kansas corporation, pursuant to Article III, Sections 1, 2 and 3 of the Bylaws for said corporation, does hereby consent and adopt the following resolution.

RESOLVED, that the following persons are hereby elected to the position of Director, to serve in such capacities at the pleasure of the members and the Board of Directors for the periods specified herein or until their successors are duly elected and qualified:

1. Jill Shackelford - Director
2. John Rios - Director
3. Connie Brand - Director
4. Cynthia Lane - Director
5. Christal Watson - Director
6. David Smith - Director
7. Beth Brown - Director
8. Linda Hollinshed - Director
9. Cindy Cash - Director

1. _____ - Alternate Director
2. _____ - Alternate Director
3. _____ - Alternate Director

RESOLVED, that Jill Shackelford, John Rios, and Connie Brand shall serve in a capacity of Director for a period of three years; Cynthia Lane, Christal Watson, David Smith shall serve in the capacity of Director for a period of two years; and Beth Brown, Linda Hollinshed, Cindy Cash shall serve in the capacity of Director for a period of one year. In the event that an alternate Director is selected he/she will serve in such capacity for a period of one year.

By _____
Board of Education President

ATTEST:

_____
Clerk of the Board of Education

Adopted this 18th day of July, 2006
Board of Education
Unified School District No. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **HOME RULE AUTHORITY**

RECOMMENDATION:

That the Kansas City Board of Education **approve a Resolution acknowledging and declaring the intent to exercise "home rule authority"** as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The governance of the district shall be vested in the Board of Education. The Board shall have authority to conduct district business without specific statutory delegation. The Board may transact all school district business and adopt policies the Board deems appropriate to perform its constitutional duty to maintain, develop and operate local public schools.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

RESOLUTION TO ESTABLISH HOME RULE
BY BOARD OF EDUCATION

WHEREAS, THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 500, KANSAS CITY, KANSAS PUBLIC SCHOOLS, Wyandotte County, Kansas, has determined that the exercise of powers granted by the legislature is of benefit to the Board and local patrons; and

WHEREAS, Kansas law authorizes the Board to transact all school district business; and

WHEREAS, the Board intends to adopt policies that the Board deems appropriate to perform its constitutional duty to maintain, develop and operate local public schools; and

WHEREAS, the Board acknowledges that the power granted by law shall not be construed to relieve the Board from any obligations to comply with state law; and

WHEREAS, the Board acknowledges that the powers granted by law and this resolution shall not be construed to relieve any other unit of government of its duties and responsibilities prescribed by law; and

WHEREAS, the Board acknowledges that the powers granted by law do not create any responsibility on the part of the district to assume the duties or responsibilities that are required of another unit of government;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. #500, KANSAS CITY, KANSAS PUBLIC SCHOOLS, Wyandotte County, Kansas, that the Board shall exercise the power granted by law and by this resolution.

ADOPTED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. #500, KANSAS CITY, KANSAS PUBLIC SCHOOLS, WYANDOTTE COUNTY, KANSAS, the 18th day of July, 2006.

_____
President of the Board

ATTEST:

_____
Clerk of the Board of Education

ADOPTED This 18th day of July, 2006
BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 500

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY KANSAS BOARD OF EDUCATION**

DATE: July 18, 2006

FROM: Dr. Jill Shackelford, Superintendent of Schools

SUBJECT: **Approval for Facilities Use Agreement**

RECOMMENDATION:

That the Kansas City, Kansas Board of Education approve the use of Wyandotte High School's cafeterias and school grounds by Operation Touch, Inc. for their annual Outreach Health Fair on Saturday, August 26, 2006, as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

Operation Touch, Inc. requests the use of both cafeterias, the school grounds and restrooms behind the track, and the parking lots at Wyandotte High School on Saturday, August 26, 2006 from 11:00 a.m. to 3:00 p.m. for their annual Outreach Health Fair. They will provide community services such as free health screenings, food and clothing distribution, and referral information.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO : THE KANSAS CITY BOARD OF EDUCATION

FROM : Dr. Jill Shackelford, Superintendent of Schools

DATE : July 18, 2006

SUBJECT: Informational Item regarding KSDE Requirements for Code of Conduct

RECOMMENDATION:

That the Kansas City, Kansas Board of Education be informed of changes required from the Kansas State Department of Education regarding changes in reporting Code of Conduct violations beginning with the 2006-07 school year, as submitted by Dr. Cindy Lane, Assistant Superintendent, Business and Instructional Support Services, and Dr. Kelli Mather, Executive Director for Human Resources Services and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Kansas State Department of Education (KSDE) will be required to report every incident of Code of Conduct violations and violent acts to the Department of Education. In order to meet the requirement, Districts will report specific violations of the Code of Conduct by incident and student. We have agreed to serve as a pilot District during the 2006-07 school year, with all Districts reporting beginning 2007-08. The requirements create definition changes and a few additions to the violation descriptions of our current Code of Conduct.

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

The most note worthy changes are: Academic Dishonesty includes "Forgery", Inappropriate Computer Use combined with Internet Use, Vandalism of School Property remains with the addition of Personal Property, Indecent Exposure changed "public place" to "school property or during school sponsored activity"

New categories/ definitions:

Intimidation/ Threatening
Sexual Assault
No-violent Sexual Offenses
Use of a Weapon
Solicitation/ Sale of a Weapon
Kidnapping
Robbery added to comply with KSDE definition
Murder/ Homicide added to comply with KSDE definition

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
Business and Instructional Support Services

Dr. Kelli Mather
Executive Director
Human Resources Services

Class I Behaviors with Definitions:

Excessive Tardiness: Repeated failure to report without acceptable excuse to Assigned classrooms or other instructional areas after the tardy bell rings.

Disruptive Behavior: Behavior which substantially disrupts the orderly learning Environment. Does not involve violence, property damage or obscenity.

Truancy/Skipping Class: Violation of state, school district, or school policy Relating to attendance. The unauthorized absence from school, a scheduled Class or after school detention, without obtaining consent of the proper school Authority.

Excused absence: An excused absence is one which has been classified excused By the building administration. An absence which falls under one of the six Board Of Education approved reasons for absence will be classified excused if the Building attendance procedure is followed by the student and the parent or person Acting as the parent. Absences shall be excused for the following reasons:

1. Illness of the student;
2. Urgent need of the child to be at home due to illness in the immediate family;
3. Death in the family;
4. Absence approved by the principal and prearranged by the parent, student And principal;
5. Other emergency reasons approved by principal or a designee; and
6. School approved activities.

Unexcused absence: An unexcused is one which has been classified as such By the building administration. An absence will be classified as unexcused if It does not fit one of the Board's six stated reasons for excusable absences or the Building attendance procedure is not followed. A student is inexcusably absent if Under the suspension (out-of-school); leaves the school without permission; does Not attend class without permission; does not attend a required conference or Detention period; fails to comply with building attendance procedures and the State Compulsory Attendance Laws.

Violating Playground Rules: The failure to comply with or follow established Procedures for playground activities.

Violating Lunchroom Rules: The failure to comply with or follow established Procedures for use of the lunchroom facilities.

Violating Hall Rules: The failure to comply with or to follow established Procedures for hallway behavior.

Violating School Assembly Rules: The failure to comply with or follow Established procedures for proper assembly conduct.

Unauthorized Sale or Distribution of Items Not Otherwise Specified Unapproved sale or distribution of items not otherwise defined in the Code of Student Conduct.

Non-Conformity to Dress Code: (1) Dress or appearance that is likely to Cause disruption of the educational process or to create a health or safety problem; or (2)Failure to comply with policy governing attire set by the Board of Education or as stated in building policies provided that such policies are communicated to students.

Possession of Educational Nuisance: Devices that impede or interrupt the Educational process including, but not limited to, video games, disc players, playing or trading cards, laser pointers, stink bombs, beepers, stuffed animals, cellular phones, radios, tape players and skateboards.

Failure to Do Schoolwork: The failure to participate in regularly assigned classroom activities or the failure to do required assignments.

Improper Display of Affection: Improper touching, hugging, kissing and/or Engaging in inappropriate social behavior.

Obscene Behaviors/Use of Profane Language: The use of any language or actions, written, oral, physical, or electronic, remark or expression, including obscene gestures, which is offensive to modesty or decency, in violation of community or school standards. If done repeatedly after being told to stop by a school staff member or if directed at school staff, this becomes a Class II offense.

Classification I Consequences/Interventions: may include the following (listed in no particular order)

a. Development of a SIT Plan
b. counseling/social work services
c. parent conference
d. peer mediation
e. student behavior contract
f. student conference and/or temporary removal from class
g. Saturday school (where available)
h. Denial of participation/attendance at extracurricular activities
i. After-school detention
j. Community service
k. Denial of school privileges (i.e., field-trips, picnics, assemblies)
l. In school suspension
m. Short-term suspension program

Class II Definitions and Explanations:

Classification II includes behaviors which are serious in nature. Some, but not all of These behaviors are criminal acts. These behaviors tend to disrupt the school learning Environment, are not reflective of the high expectations set for students and will not be Tolerated. The consequences in Classification II include interventions up to and Including expulsion and the involvement of law enforcement officials.

Disrespect: Inappropriate comments or physical gestures to teachers or staff Members or others.

Tobacco Use: Smoking, chewing, or otherwise using tobacco. The use in any manner, In any form or manner of tobacco or tobacco products while in or upon school Premises and a minimum of 200 ft. away from any school facility, including, but not limited to smoking, chewing, or inhaling tobacco.

Tobacco Possession: Having tobacco in one's pocket(s), bag(s), car, locker, etc.

Trespassing: To enter or remain on a public school campus or school board facility Without authorization or invitation and with no lawful purpose for entry. Unauthorized Presence on school property after being warned to leave or not to appear on such, Including but not limited to, while on suspension.

Inciting to Fight:: The intentional promotion by a student to engage another student in a physical conflict, continuous harassment, or to engage and/or promote other students to engage in physical conflict.

Fighting: Mutual participation, willful engagement, in an incident involving physical violence/combat, where there is no major injury.

Constant Refusal to Do Schoolwork: The constant failure to participate in regularly assigned classroom activities, or the consistent failure to do required assignments.

Academic Dishonesty/Cheating/Forgery: Altering, copying, or imitating of something, without authority or right, with the intent to deceive or defraud by passing the copy or thing altered or imitated as that which is original or genuine; or the selling, buying, or possession of an altered, copied, or imitated thing With the intent to deceive or defraud. Cheating, copying, forging signature of teacher and/or parent, plagiarizing, or altering records, or assisting others in such actions.

Inappropriate Computer/Internet Use: Accessing, communicating, or creating inappropriate and/or profane information. Use of school computers to view inappropriate material, change school records, etc.

Vandalism – School Property: The willful or malicious destruction of any School district property. Vandalism includes, but is not limited to, breaking windows, writing on walls, destroying restroom fixtures, or the use of print or Like materials to deface any portion of the interior or exterior of school Property, including the furnishings and equipment housed within or upon the school property.

Vandalism – Personal: Willful destruction or defacement of an individual's property or property belonging to a group other than the school district.

Setting Off Falsely or Misuse of Disaster Alarm or Equipment: The intentional activation of fire alarms or like warning devices.

Stealing/Theft: The unlawful taking or disposition of property of another with intent to deprive the person of the property, without threat, violence or bodily harm. Receiving stolen property or possession of stolen property is included.

Contributing to or Inciting a Disruptive Situation: The intentional Promotion or advocacy or student misconduct by any student, for any purpose.

Gambling: The participation on school that unlawfully bet or wager money or something else of value; assist, promote, or operate a game of chance for money or some other stake; possess or transmit wagering information; manufacture, sell, purchase, possess, or transport gambling equipment, devices, or goods; or tamper with the outcome of a sporting event or contest to gain a gambling advantage.

Extortion: The solicitation of money, or something of value, from another student, regardless of the amount, in return for protection or in connection with a threat to inflict harm.

Leaving School without Permission: The leaving of school grounds during the designated school day without first obtaining permission of the principal or principal's designated representative. (Parents, for just cause, may request by note or by telephone, permissions for their child to leave school grounds).

Defiance of Authority: The refusal to comply with a reasonable request or directive from school personnel or disobeying any general rule of school conduct.

Physical Assault/Battery: Touching or striking of another person against his or her will or intentionally causing bodily harm to an individual.

Possession of Incendiary Devices: The possession of any combustible or explosive substance or device(s), including fireworks, is forbidden. The intentional or unintentional damaging of a building, injury to persons, or the disruption caused either in the building or on school grounds, by the use of any combustible or explosive substances or devices. Multiple violations may result in Class III consequences.

Cummulative/Incorrigible Bad Conduct: Incident represents a threshold being crossed in terms of a preset number of incidents allowed before consequences are applied. persistent violations of the Code of Student Conduct or persistent violations of the criminal laws of Kansas. Four (4) offenses in a school term – either all Class I or in combination with Class II offenses – can be considered "persistent."

Misbehavior on the Bus: The failure to comply with or follow established procedures for bus transportation privileges.

Violation of Parking Rules: The failure to comply with or follow established procedures for school parking for students.

Impermissible Driving to School: Elementary and middle school students and students not properly licensed are not permitted to drive a car to and from school.

Misuse of Technology Devices: (1) The willful or intentional misuse of any technological equipment such as cellular phones, computers, video equipment or other audio-visual equipment that results in damage, computer hacking, or any other illegal activity; or (2) Possession or use of any electronic device Carried, worn, or transported by a student to receive or communicate messages that is not authorized by the local Board of Education.

Defamation: False or unprivileged statements or representations about an individual or identified group of individuals that harm the reputation of the person or the group by demeaning him, her, or them or deterring others from associating or dealing with the individual group.

Classification II Consequences/Interventions: may include the following (listed in no particular order)

a. Immediate SIT Plan put in place
b. Denial of school privileges (i.e., field trips, picnics, graduation activities)
c. Short-Term Suspension Program
d. Parent conference
e. Peer mediation
f. Student behavior contract
g. Student conference/temporary removal from the class
h. Denial of participation/attendance at extracurricular activities
i. Restitution (where applicable)
j. Saturday school (where available)
k. Short-Term Suspension
l. Extended Suspension
m. Expulsion
n. After-school detention

Class III Definitions and Explanations:

Classification III includes behaviors which may seriously jeopardize school order and security. The majority of these behaviors are criminal acts and will Be treated very seriously by school officials. Accordingly, the consequences in Classification III include interventions up to and including expulsion and the involvement of law enforcement officials.

Aggravated or Physical Abuse of School Employee: The unwanted intentional or unintentional touching or application of force to the person of A teacher or staff member when done in a rude, insolent or angry manner.

Intimidation/Threatening of School Personnel: Physical, verbal, written or electronic action which Immediately creates fear of harm, without displaying a weapon and without subjecting the student or school employee to actual physical attack.

Harassment: Individual (Threatening of Another Student/Bullying) targeting a peer for threatening, repetitive, negative actions resulting in a feeling of powerlessness on the part of the victim. Repeatedly annoying or attacking a student/employee resulting in a hostile educational environment specific to that individual.

Harassment: Sexual – Unwanted and inappropriate verbal, written, or physical conduct directed toward others. Unwelcome sexual advances, touching, requests for sexual favors, and/or other inappropriate verbal, written, or physical conduct of a sexual nature directed toward others, including gender-based harassment. This includes, but is not limited to derogatory comments, jokes, slurs, remarks or questions of a sexual nature; offensive touching; derogatory or offensive posters, cards, cartoons, graffiti, drawings, gestures, sexual rankings, the rankings or scoring of body parents, and leering.

Sexual Assault: Oral, anal, or vaginal penetration forcibly or against the person's will or where the victim is incapable of giving consent. Includes rape, indecent liberties, child molestation, and sodomy.

Sexual Misconduct: Actual or simulated conduct including but not limited to, Fondling, touching, indecent exposure, or the engagement in any heterosexual or Homosexual act on school property, during school functions, or at school-Sponsored activities.

Indecent Exposure: Exposure of the private parts of the body in a lewd or indecent manner in or on school property or school-sponsored event.

Harassment/Conduct: Hate-Related – If in the commission of or the attempted Commission of or as part of a conspiracy to commit a Class I, II, or III offense, it Is determined that the student intentionally selected the person against whom such misconduct was directed or selected the property that is damaged or stolen in whole or in part because of the student's belief or perception regarding race, religion, color, disability, gender, sexual orientation, national origin or ancestry of that person or the owner of that property, whether or not the student's belief or shall be conditioned of his/her demonstration of having commenced appropriate counseling or tolerance training and a statement by the student's parent or guardian or an appropriate health care professional indicating satisfactory completion of such counseling or training.

Non-Violent Sexual Offenses: Sexual intercourse, sexual contact, or other behavior intended to result in sexual gratification without force or threat of force. Includes statutory rape, seduction and prostitution.

Alcohol Possession: Having alcoholic beverages in one's pocket(s) bag(s), car, locker, on or at school property or school-sponsored event.

Alcohol Use: Drinking alcoholic beverages.

Marijuana Possession: Having marijuana or another cannabinoid in one's pocket(s), bag(s), car, locker, on or at school property/event.

Marijuana Use: Smoking, snorting, injecting, ingesting, or otherwise using marijuana or another cannabinoid.

Illicit Drug Possession: Having an illegal drug or over-the-counter medication in violation of school policy in one's pocket(s), bag(s), car, locker, etc.

Illicit Drug Use: Smoking, snorting, injecting, ingesting, or otherwise using an illegal drug or over-the-counter medication in violation of school policy.

Drug Paraphernalia Possession: Having equipment (e.g. bong) for use in consuming illegal drugs in one's pocket(s), bag(s), car, locker, etc.

First-time use or possession of controlled substances or drug paraphernalia requires referral to Project P.A.C.T. In addition to being referred to Project complete P.A.C.T., failure to enter P.A.C.T. or subsequent use or possession will result in the imposition of discipline including suspension/or expulsion

The Superintendent of Schools must give written notice to the Division of Vehicles of the Kansas State Department of Revenue of the expulsion or suspension of the student. The notice of the expulsion or suspension must be given to the Division of Vehicles within three days, excluding holidays and weekends, after imposition of the expulsion or suspension consequences. (See Page 40).

*NOTE: When it is necessary and/or in the best interest of the student to have prescribed medication while in school, it is permissible to use Administrative Guidelines 5.3.3.7.1.3.2 (Substance Abuse Prevention/Intervention Services).

Alcohol Solicitation/Sale: Selling or purchasing alcoholic beverages.

Marijuana Solicitation/Sale: Selling or purchasing marijuana or another Cannnabinoid.

Illicit Drug Soliciation/Sale: Selling or purchasing illegal drugs or over-the-counter medication in violation of school property.

Tobacco Solicitation/Sale: Selling or purchasing tobacco products, including but not limited to cigarettes, chewing tobacco in or upon school premises.

False Reports/Bomb Threats/School Threats: Any threat (verbal, written, or electronic) by a person to bomb or use other substances or devices for the purpose of exploding, burning, causing damage to a school building or school property, or to harm students or staff. The conveyance of threats or false information concerning the placement of explosive or destructive substances, initiating a report, warning of a fire, or other catastrophe without cause. Misuse of 911. Discharging a fire extinguisher.

Arson/Fire: To unlawfully and intentionally damage or attempt to damage any School or personal property y fire or incendiary device. Firecrackers, fireworks, trashcan fires would be included in this category if they were contributing Factors to a damaging fire.

Use and/or Threat to Use Fireworks or Explosives. Possession, Sale, Distribution, Detonation, or Threat of Detonation of an Incendiary or Explosive Device: this includes firecrackers, smoke bombs, flares, or any combustible or explosive substance or combination of substances or articles.

Possession of a Firearm/Weapon: A student shall not knowingly posses, handle Or transmit any object that can reasonably be considered a firearm on the school grounds or off the school grounds at a school activity, function or event. This shall include any firearm, any item being used as a firearm or destructive device, or any facsimile of a firearm. Must describe type of weapon/firearm in possession. Possession of a firearm shall result in expulsion from school for a period of one year (186 days), except that the Superintendent may recommend that this expulsion requirement be modified on a case-by-case basis under the provisions of Juvenile Detention laws.

As used in this policy, the term "firearm" shall also mean any weapon (including a starter gun) which will or is designed to or may readily be converted t expel a projectile by the action of an explosive, the frame Or receiver of any such weapon, or any firearm muffler or silencer, or Any destructive device.

As used herein, the term "destructive device" means an 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.

Use of a Weapon: Use of an instrument or object designed to inflict harm on other persons. Must describe the type of weapon used.

Solicitation/Sale of Weapon: Sale or purchase of an instrument or object designed to inflict harm on other persons. Must describe type of weapon involved.

Possession of Contraband: A student shall not knowingly possess, handle or transmit any object that can reasonably be considered contraband on the school And Grounds or off the school grounds at a school activity, function or event. This Shall include any weapon, any item being used as a weapon or destructive device, or any facsimile of a weapon.

"Contraband" is defined as all substances or materials, the presence of which is Prohibited by school policy or state or federal law, including but not limited to, Controlled substances, drugs, alcohol, or alcoholic beverages, abusable glue or aerosol paint and weapons. This term also includes items which have been reported stolen, lost or misplaced.

"Weapon" under this provision includes the following:

an electronic dart gun;

shotgun, rifle, machine gun or any other weapon that simulates or is adaptable for use as a machine gun;

Switchblade knife, gravity knife and cane sword (a cane that conceals a knife);

billy club, blackjack, bludgeon, chukka stick and metal knuckles;

Sandbag and sandclub; Slingshot (small, heavy weights attached to a thong);

Explosive, incendiary device or bomb and bombshell;

Dagger, silletto, dangerous knife and straight razor;

Air gun, spring gun or other instrument or weapon in which the propelling force Is a spring or air, and any weapon in which any loaded or blank cartridge may Be used (such as a BB or pellet gun);

Acid, mace, pepper spray, or other deadly or dangerous chemical;

Imitation pistol;

Loaded or blank cartridges and ammunition; and

Any deadly, dangerous or sharp-pointed instrument that can be used as a weapon (such as broken glass, case cutter, chains, wire). Even a nail file can be considered a weapon when factors indicate that the individual in possession of such an article has the intention of using it as a weapon in order to inflict physical or mental harm.

Gang Related Activity: The presence of gangs and gang activities can cause a Substantial disruption of or material interferences with school and school activities. A "gang" as defined in this policy is any group of two or more persons whose purposes include the commission of illegal acts. By this policy, the Board of Education acts to prohibit.

No student on or about school property or at any school activity:

A. Shall wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other things which are evidence of membership or affiliation in any gang; (gestures, hand-shakes, etc.) showing membership or affiliation in a gang;

B. Shall use any speech or commit any act or omission in furtherance of the interests Of any gang or gang activity, including, but not limited to:

i. soliciting others for membership in any gangs;

ii. requesting any person to pay protection or otherwise intimidating or threatening any person;

iii. committing any other illegal act or other violation or district policies

iv. inciting other students to act with physical violence upon any other person.

Kidnapping: Unlawful seizure, transportation, and/or detention of a person against his/her will, or of a minor without the consent of his/her custodial parent(s) or legal guardian. Includes hostage taking.

Robbery: The taking of, or attempting to take anything of value that is owned by another person or organization under confrontational circumstances by force or threat of force or violence and/or by putting the victim in fear.

Gross Disrespect/Verbal Abuse of Teacher/Staff: Any act of disrespect directed at a teacher/staff member which includes the use of profane, vulgar or insulting remarks, gestures, or a statement that upbraids or is intended to upbraid such employee.

Physical Attack/Assault on a Community Member: Physically pushing, hitting or otherwise attacking a member of the community while on school grounds or at a school-sponsored event.

Stalking: A malicious course of conduct that includes approaching or pursuing another person with the intent to place that person in reasonable fear of serious bodily injury or death or that a third person will likely suffer serious bodily injury or death.

Murder/Homicide: Activities on school grounds or school sponsored activities or events that result in the death of a person. The killing of a human being.

Classification III Consequences/Interventions:

In addition to the consequences available under specific policies and those for Classification I and II violations, the following consequences (listed in no particular order) may be used for Classification III violations:

Shall commit any act or omission, or use any speech, either verbal or non-verbal

a. denial of participation/attendance at extracurricular activities
b. expulsion, extended, in-school or short-term suspensions
c. restitution, where applicable
d. drug, alcohol, weapon violations referral to state/federal officials
e. for Hate related offenses, see section on page 22
f. police contact/student arrested
g. removal from regular education setting to alternative setting
h. alcohol and drug offenses see page 21 for possession

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **KANSAS CITY, KANSAS BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford
Superintendent

DATE: July 18, 2006

SUBJECT: **KIDZONE BEFORE AND AFTER SCHOOL PROGRAM – Kansas State Department Grant Award – 21st Century**

RECOMMENDATIONS:
That the Kansas City, Kansas Board of Education be informed and accept the third year of a five year 21st Century Community Learning Centers grant received by the Kansas State Department of Education for the 2005 – 2006 school year as submitted by Dr. Cindy Lane, Assistant Superintendent, Business and Instructional Services and Jim Clevenger, Director of Federal Programs and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:
Kidzone Before and After School Program is entering its tenth year of operation and was just informed that the district is a recipient of the third year of the State's 21st Century Community Learning Centers grant for the 2006 – 2007 school year in the amount of $357,035. The grant award was written to support three of the Kidzone sites: Banneker, Frank Rushton and Whittier. The revenue account will fund Emerson, New Stanley, Stony Point North and William A. White.
Recommended by:

Submitted by:
Dr. Jill Shackelford
Superintendent of Schools

Dr. Cindy Lane
Asst. Superintendent
Business & Instructional Services

Jim Clevenger
Director, Federal Programs

Daryel Garrison
Coordinator, Kid Zone

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

STATEMENT OF GRANT AWARD
THIRD YEAR CONTINUATION
Kansas 21st Century Community Learning Center
2006-2007

The governing board of USD 500 Kansas City hereby agrees to accept the grant(s) in the amount of $ 357,035.00 as approved by the Kansas State Department of Education for the purpose of carrying out the approved **Kansas 21st Century Community Learning Center** program.

All funds must be deposited or transferred into a special fund, "**21st Century Community Learning Center**," established for the grant program. All expenses will be paid from this account.

The governing board agrees to spend funds as approved by the Kansas State Department of Education during fiscal year 2006, which begins July 1, 2006 and ends June 30, 2007.

_____ _____
Date Signature of Chief School Administrator

_____ _____
Date Signature of Clerk of the Board

Return by: August 10, 2006

Return to: Christine Bradley
Kansas State Department of Education
State and Federal Programs
120 SE 10th Avenue
Topeka, KS 66612-1182

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY KANSAS BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **KANSAS LEARN AND SERVE – J. C. HARMON HIGH SCHOOL**

RECOMMENDATION:

That the Kansas City Board of Education **accept the funding of a Kansas Learn and Serve grant in the amount of $10,000 for J. C. Harmon High School** as submitted by Dr. Cynthia Lane, Assistant Superintendent of Business and Instructional Support and Jim Clevenger, Director of Federal Programs and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

For the sixth year J. C. Harmon has been awarded $10,000 the Kansas Learn and Serve grant. The grant supports students and staff in service learning projects. The award provides $10,000 and Harmon matches that from their At Risk allocation. This year's funds will allow one sponsor and two students to present at the National Service Learning Conference in Albuquerque this coming March. Additional students and sponsors will also attend in state conferences and retreats. Students work on various projects throughout the year including tutoring elementary students within the Harmon cluster and working with students at Prepare House.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
Business and Support Services

Jim Clevenger
Director of Federal Programs

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS
VOLUNTEER COMMISSION

Richard Jackson, Chair
City Commission, *Ottawa*
Matt All
Chief Counsel, Governor's Office, *Topeka*
David Battey
Youth Vol. Corps, *Shawnee Mission*
Irene Caudillo
Catholic Charities of Kansas, *KCKS*
Kathy Clausing
Lawrence Memorial Hosp., *Lawrence*
Peg Dunlap
K-NEA, *Topeka*
Mike Faler
Commerce Bank and Trust, *Topeka*
Jacque Feist
Dodge City High School, *Dodge City*
Martha Gabehart
Disability Concerns, *Topeka*
Andrew Huschka
High School Student, *Ottawa*
Jeff LaCroix
Sprint Corporation, *Olathe*
Bernard Mayse
The Whole Person, Inc., *Prairie Village*
Jolene Nierenberger
Ft. Hays Senior Companions, *Hays*
Aaron Pirner
CAP Carpet, Inc., *Wichita*
Sam Smith
High School Student, *Ottawa*
Pat Sweeney
Salina Spec. Ed. Coop, *Abilene*
Mary Tolar
Kansas Campus Compact, *Manhattan*
Janet Waugh
Kansas State Board of Education, *KCKS*

Ex Officio Members
Pat Kells, Executive Director
Bill Dillon, Director
KS/MO State Corporation Ofc, *Topeka*
Dr. Wm. Hagerman, Director
Kansas State Dept. Education, *Topeka*
Diane Hentges, President
Ks. Assn. Volunteer Ctrs, *Salina*
Nancy Perry, representing
United Ways of Kansas Assn, *Topeka*

KsOCS Staff
Pat Kells, Executive Director
Shelby Hoytal, Asst. Director & Service Learning Specialist
Jonathan Loppnow, Asst. Education Program Consultant
Zona Clennan, Administrative Asst.

June 23, 2006

Dr. Jill Shackelford
USD 500 Kansas City
625 Minnesota
Kansas City, KS 66101

Dear Dr. Shackelford,

Thank you for your 2006-2007 Learn and Serve America proposal. The Kansas Office for Community Service has reviewed your proposal.

It is my pleasure to inform you that your proposal has been approved.

The grant period for this award will be September 1, 2006-August 31, 2007.

Please find enclosed your official award notification letter that must be signed by the authorized representative of your agency and returned to our office by July 21, 2006. The grant cannot begin until this letter is signed and returned.

Feel free to call me if you have questions. Congratulations!

Best Wishes,

Shelby Hoytal

Shelby Hoytal
Assistant Director

cc: Mary Sternshein

Kansas Office for Community Service • 120 SE 10th Avenue, Topeka, KS 66612
(785)368-6207 • Fax (785)368-6284 • pkells@ksde.org

KANSAS
VOLUNTEER COMMISSION

Richard Jackson, Chair
City Commission, *Ottawa*
Matt All
Chief Counsel, Governor's Office, *Topeka*
David Battey
Youth Vol. Corps, *Shawnee Mission*
Irene Caudillo
Catholic Charities of Kansas, *KCKS*
Kathy Clausing
Lawrence Memorial Hosp., *Lawrence*
Peg Dunlap
K-NEA, *Topeka*
Mike Faler
Commerce Bank and Trust, *Topeka*
Jacque Feist
Dodge City High School, *Dodge City*
Martha Gabehart
Disability Concerns, *Topeka*
Andrew Huschka
High School Student, *Ottawa*
Jeff LaCroix
Sprint Corporation, *Olathe*
Bernard Mayse
The Whole Person, Inc., *Prairie Village*
Jolene Nierberger
Ft. Hays Senior Companions, *Hays*
Aaron Pirner
CAP Carpet, Inc., *Wichita*
Sam Smith
High School Student, *Ottawa*
Pat Sweeney
Salina Spec. Ed. Coop, *Abilene*
Mary Tolar
Kansas Campus Compact, *Manhattan*
Janet Waugh
Kansas State Board of Education, *KCKS*

Ex Officio Members
Pat Kells, Executive Director
Dr. Wm. Hagerman, Director
Kansas State Dept. Education, *Topeka*
Diane Hentges, President
Ks. Assn. Volunteer Ctrs, *Salina*
Nancy Perry, representing
United Ways of Kansas Assn, *Topeka*

KsOCS Staff
Pat Kells, Executive Director
Shelby Hoytal, Asst. Director & Service Learning Specialist
Jonathan Loppnow, Asst. Education Program Consultant
Zona Clennan, Administrative Asst.

June 23, 2006

Dr. Jill Shackelford
USD 500 Kansas City
625 Minnesota
Kansas City, KS 66101

Dear Dr. Shackelford,

The Kansas State Department of Education, Kansas Office for Community Service, is pleased to award USD 500 Kansas City an amount not to exceed **$10,000.00** to support the approved Learn and Serve America program; your match total is **$11,887.00.** The period of this award will be from September 1, 2006 through August 31, 2007.

As a recipient of this award, USD 500 Kansas City agrees to conduct the program and to expend the funds awarded in accordance with all applicable statutes and regulations governing this award. USD 500 Kansas City agrees to comply with the terms and conditions listed in the attached General and Special Provisions.

The authorized representative of your agency must sign and return this award notification letter to our office by August 4, 2006. By doing so, the authorized representative assures the State Department of Education that your agency will comply with all of the applicable terms and conditions of this award. **The grant cannot begin until this letter is signed and returned to the Kansas Office for Community Service.**

The cognizant Kansas State Department of Education program official for the award is Patricia P. Kells.

Attached is your approved budget and Application for Program Funds. This form must be completed and received in our office by the 10th of each month. To ensure timely processing of payments on this award, please provide the name and address of the fiscal officer for the grant.

Name Jim Clevenger Address 4601 State Ave, Ste 38
Kansas City, KS 66102

Approved by:

Dale M. Dennis, Deputy Commissioner
Kansas State Department of Education

Date

Accepted by:

Signature

Superintendent 6/29/06
Title Date

Grantee Name: **JC Harmon**

Program Number: **DO500**

Grant Title: **Learn & Serve School Based 04054 "07"** Period Funds Requested: _____

A Category of Expenditures	B Amount Awarded	C Estimated Expenditures for this Period	D Money Received to Date	E Actual Expenditures to Date	F Encumbered Funds to date	G Unencumbered Cash on Hand
Salaries & Benefits						
Travel	3,330					
Supplies	4,213					
Curriculum Development	257					
Contractual & Consultant Svcs.	1,000					
Training & Technical Assist.	-					
Evaluations	500					
Other	700					
Administration (NTE 2.5%)						
Column Total	$ 10,000					

AMOUNT REQUESTED $_____ (Please round to the nearest dollar)

In-kind contributions for this reporting period $_____ Local/private funds (cash) actually expended this reporting period $_____

In-kind commitment $11,887 (At least $5,000 must be in cash)

CERTIFICATION

I certify the above information is true and correct to the best of my knowledge regarding the receipt and expenditure of the federal funds and in compliance with the grant conditions and program regulations (including and that all program expenditures are supported by source documentation.

Signature of Authorized Certifying Official	Telephone
Typed or printed name and title	Date request submitted

Please return to: Shelby Hoytal, Kansas Office for Community Service, 120 SE Tenth Avenue, Topeka, KS 66612.
This report may either be faxed or mailed to arrive by the 10th of every month in order to approve payment by the Kansas State Department of Education (KSDE). The fax no. is (785) 368-6284. If you have further questions, please call Shelby Hoytal (785) 368-6207.

Instructions for Completing Application for Federal Funds

Column A **Category Of Expenditures:** The official line items of your grant.

Column B **Amount Awarded:** The amount you are awarded per line item. (If any adjustments are needed in the future, you may do so by writing a letter to the KsOCS for the approval to adjust line items.)

Column C **Estimated Expenditures for this Period:** This should be a close estimation of what it would take to run each category (line item) of your program for one month. This column does not get added to any other column until the next reporting period.)

Column D **Money Received to Date:** This is a running total of monies received per line item from the beginning start-up date. (You will add the previous month's actual amount received to this column.)

Column E **Actual Expenditures to Date:** This should be actual expenses paid from funds reported in Column D.

Column F **Encumbered Funds to Date:** If you have ordered but not received or paid for a purchase or a product, the figure should go here. After purchase is paid, it will be reported in the totals of Column E.

Column G **Unencumbered Cash on Hand:** This should be what is left from adding E and F and subtracting from D. (A check of accuracy should be made by adding E+F-D=G)

Amount Requested: This is the amount you are requesting to be transferred to you on the first on the next month.

In-Kind Contributions: In-kind reports the fair market value of services, supplies, equipment, etc. donated to the Learn and Serve Program.

Local/Private Funds: Local or private funds report actual dollars. **For all Learn and Serve Programs in their third year and beyond, at least 50% of the minimum required match must be cash. Ex: a $10,000 grant would require a minimum $10,000 match, $5,000 of which must be cash.** These matching funds should also be reported on a monthly basis.

Please round all figures to the nearest dollar amount.

Learn and Serve America
General Grant Provisions
School-Based and Community-Based Programs

The General Grant Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with the General and Special Grant Provisions and all applicable federal statutes, regulations and guidelines. The Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

All applicable Provisions of the Grant including regulations and OMB circulars that are incorporated by reference shall apply to any Grantee, sub-Grantee, or other organization carrying out activities under this award.

A. DEFINITIONS

B. GENERAL GRANT PROVISIONS

1. Legislative and Regulatory Authority.
2. Other Applicable Statutory and Administrative Provisions.
3. Responsibility for Administering the Grant.
4. Prohibited Program Activities.
5. Consultation with Labor Organizations.
6. Confidentiality.
7. Program Evaluation.
8. Financial Management Provisions.
9. Administrative Costs.
10. Equipment and Supplies Costs.
11. Annual Grantee Meeting.
12. Fund Raising
13. Project Income.
14. Payments Under the Grant.
15. Retention of Records.
16. Matching Requirements.
17. Budget and Programmatic Changes.
18. Site Visits.
19. Liability Issues.
20. Drug Free Workplace.
21. Nondiscrimination.
22. The Office of Inspector General.
23. Supplementation, Non duplication, and Non displacement.
24. Grievance Procedure.
25. Learn and Serve America Affiliation

26. Ownership and Sharing of Grant Products.
27. Publications.
28. Evaluation.
29. Suspension or Termination of Grant.
30. Grant Period and Incremental Funding.
31. Order of Precedence.

A. DEFINITIONS.

a. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 et seq.)

b. **Administrative Costs** are expenses associated with the overall administration of a Program, as defined in Clause 9, Administrative Costs.

c. **Adult Volunteer.** An individual, such as an older adult, an individual with a disability, a parent, a college student, or an employee of a business or public or private non-profit organization who works without financial remuneration in an educational institution or youth serving organization to assist students; and is beyond the age of compulsory school attendance in the State in which the educational institution or youth serving organization is located.

d. **Community-Based Agency.** A public or private nonprofit organization (including a church or religious entity) that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.

e. **Community beneficiaries** refer to those persons who receive services or benefits from a program, but are not Learn and Serve America participants or staff.

f. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).

g. **End-outcome indicators** specify changes that have occurred in the lives of the community beneficiaries and/or participants, or in local organizations and institutions that are significant and lasting.

h. **Faith-based organizations** include:

- Religious congregations (church, mosque, synagogue, temple, etc.);
- Organizations, programs, or projects operated or sponsored by a religious congregation;
- Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;
- Organizations that, when asked, designate themselves as a faith-based or religious organization; or
- Collaborations of organizations lead by an organization from the previously described categories, or of which half or more of the participants are from the previously described categories.

i. **Grantee,** for the purposes of this agreement, means the direct recipient of this Grant. The term sub-Grantee shall be substituted for the term Grantee where

appropriate. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.

j. **Grantmaking Entity.** A public or private nonprofit organization experienced in service-learning that submits an application to make grants for service-learning programs in more than one state and was in existence at least one year before the date on which the organization submitted the application.

k. **Indian Tribe** means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.

l. **Intermediate-outcome indicators** specify changes that have occurred in the lives of community beneficiaries and/or participants, or in local organizations and institutions, but are not necessarily a lasting benefit for them. They are observable and measurable indications of whether or not a program is making progress.

m. **Local Educational Agency (LEA).** A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools. As stated in section 9101(26) of P.L. 107-110 No Child Left Behind Act.

n. **OMB** means the U.S. Office of Management and Budget.

o. **Output indicators** are the amounts or units of service that participants or volunteers have completed, or the number of community beneficiaries the program has served. Output indicators do not provide information on benefits or other changes in the lives of participants and/or community beneficiaries, or in local organizations and institutions.

p. **Participant.** An individual enrolled in a program that receives assistance under the Act. Participants in a school and community based program are school age youth (see definition P below).

q. **Partnership.** Two or more entities that have entered into an agreement specifying the partnership's goals and activities as well as the responsibilities, goals, and activities of each partner.

r. **Performance Measures** are indicators intended to help a grantee measure the results of a Learn and Serve America program's activities on community beneficiaries, participants, or the institutions and organizations involved in the program. Performance measures are based on outputs, intermediate outcomes, and end outcomes.

s. **Program** means a national service Program, described in the Act (42 U.S.C. 12521(a)), carried out by the Grantee through funds awarded by the Corporation and carried out in accordance with federal requirements and the Provisions of this Grant.

t. **Project** means an activity or set of activities, describe in the Act (42 U.S.C. 12511 (a)(10)) carried out under a Program that results in a specific, identifiable community service or improvement:

i. That otherwise would not have been made with existing funds; and

ii. That does not duplicate the routine services or functions of the organization to which the participants are assigned.

u. **Qualified Organization.** A public or private nonprofit organization, other than a grantmaking entity, that has experience working with school-age youth, and that was in existence at least one year before the date on which the organization submitted an application for a service-learning program.

v.**School Age Youth.** Individuals between the ages of 5-17, inclusive; and children with disabilities as defined in section 602(a)(1) of Child with a Disability Act (20 U.S.C. 1401(1)(3)), who receive services under part B of such Act.

w. **Service-Learning.** A method whereby participants learn and develop through active participation in thoughtfully organized service that is conducted in and meets the needs of a community; is coordinated with an elementary school, secondary school, institution of higher education, or community service program, and with the community; helps foster civic responsibility; is integrated into and enhances the academic curriculum of the participants, or the education components of the community service program in which the participants are enrolled; and provides structured time for the participants to reflect on the service experience.(**42 U.S.C. 12511(23))**

x.**Ser vice-Learning coordinator.** An individual trained in service-learning, who assists in identifying community partners; assists in designing and implementing local partnerships' service-learning programs; provides technical assistance and information to facilitate training of teachers who want to use service-learning in their classrooms; assists local partnerships in

planning, developing, and executing service-learning projects; and provides other services.

y. **State Educational Agency (SEA).** The officer or agency primarily responsible for the state supervision of public, elementary and secondary schools as stated in section 1471(23) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2891(23)). The agency primarily responsible for the State supervision of public elementary and secondary schools.

z. **Student**. An individual who is enrolled in an elementary or secondary school or institution of higher education on a full- or part-time basis.

aa. **Sub-Grantee** refers to an organization receiving Grant funds from a Grantee of the Corporation.

B. GENERAL GRANT PROVISIONS

1.LE GISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. 12501 *et seq.*, and 45 C.F.R. 2510 *et seq.*

2.OT HER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

a. **State s, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:

i. A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.
ii. OMB Circular A-87, Cost Principles for State and Local Governments.
iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

b. **Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:

i. A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

c. **Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:

i. A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
ii. OMB Circular A-21, Cost Principles for Educational Institutions.
iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

d. **Other Applicable Statutes and Regulations.** The Grantee must comply with all other applicable statutes, executive orders, regulations and policies

governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543 (as applicable).

3.RES PONSIBILITY FOR ADMINISTERING THE GRANT.

a.Ac **countability of Grantee.** The Grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its operation of the Learn and Serve America: School- and Community-Based Programs and use of grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.

b. **Notice to Corporation.** The Grantee will notify the appropriate Corporation program or grants officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or nonfeasance related to the grant or Grantee. The Grantee will inform the Corporation about the corrective action taken or contemplated by the Grantee, and any assistance needed to resolve the situation.

c. **Sub-granting requirements.** The Grantee must ensure that the Provisions are binding on the sub-grantee programs and other awards as applicable.

d. **Notice to the Corporation's Office of Inspector General.** The Grantee must notify the Office of Inspector General immediately of losses of Federal funds or goods/services supported with Federal funds, or when information discovered by someone at a program indicates that there has been waste fraud or abuse, or any violation of criminal law, at the program or at a Sub-Grantee.

4.P ROHIBITED PROGRAM ACTIVITIES.

Corporation funds may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; to assist, promote, or deter union organizing; to finance, directly or indirectly, any activity designed to influence the outcome of an election to any public office; or to impair existing contracts for services or collective bargaining agreements.

5.CONSUL TATION WITH LABOR ORGANIZATIONS.

Prior to the placement of a participant, the Grantee must consult with any local labor organization representing employees in the area who are engaged in the same or similar

work proposed to be carried out by the program in order to prevent the displacement and to protect the rights of those employees.

6.CONF IDENTIALITY.

The Grantee must maintain the confidentiality of information regarding individual participants and service recipients. The Grantee must obtain the prior written consent of all participants or the parents participant minors before using their names, photographs and other identifying information for publicity, promotional or other purposes. The Grantee may release aggregate and other non-identifying information and is required to release participant information to the Corporation and their designated contractors. The grantee may disclose individual participant information with prior written consent.

7.P ROGRAM EVALUATION

The Grantee must cooperate fully, and must compel their sub-grantees to cooperate fully, with all Corporation evaluation activities, such as the collection of participant data, sub-grantee information or performance forms and other information required by the Corporation.

8.F INANCIAL MANAGEMENT PROVISIONS.

a.G **eneral.** The Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circulars A-102 (for State and Local Governments) and A-110 (for Institutions of Higher Education and Non-Profit Organizations).

b. **Source Documentation.** The Grantee must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this Grant. Costs must be shown in books or records [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.

c. **Time and Attendance Records.**

i. Except as provided in (ii) and (iii) below, salaries and wages charged directly to this Grant or charged to matching funds must be supported by signed time and attendance records for each individual employee regardless of position, and by documented payrolls approved by a responsible official of the Grantee. Except as provided in (ii) and (iii)

below, salaries and wages chargeable between this Grant and other programs or functions of the Grantee organization must be supported by signed time and attendance records for each individual regardless of position appropriately distributing the individual's time to the different programs or functions.

ii. Educational institutions are not required to support charges for salaries and wages with signed time and attendance records for professorial and professional staff if they are in compliance with the criteria in Section 8.b of OMB Circular A-21 for acceptable methods of documenting the distribution of charges for personal services.

iii. State, Local and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of Section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.

d. **Audits.** A grantee organization that expends $300,000 or more of total federal awards by fiscal year end December 31, 2003 or expends $500,000 or more of total federal funds after fiscal year end December 31, 2003 is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A grantee that does not expend $300,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit.

A recipient of a Federal grant (pass-through entity) is required in accordance with paragraph 400(d) of OMB Circular A-133 to do the following with regard to its subrecipients: (1) identify the Federal award and funding source; (2) advise subrecipients of all requirements imposed on them; (3) monitor Sub-Grantee activities and compliance; (4) ensure subrecipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely way; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require subrecipients to permit access by the pass-through entity and auditors to records and financial statements as necessary for the pass-through entity to comply with A-133.

e. **Consultant Services.** Payments to individuals for consultant services under this Grant will not exceed $443.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

9.ADM INISTRATIVE COSTS.

a.De finitions. "Administrative costs" means general or centralized expenses of overall administration of an organization that receives Corporation funds and

does not include particular Program or project costs. For organizations that have an established indirect cost rate for federal awards, administrative costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in OMB Circulars A-21, A-87 and A-122. For organizations that do not have an established indirect cost rate for federal awards, administrative costs include:

i. Costs for financial, accounting, auditing, contracting or general legal services except in unusual cases where they are specifically approved in writing by the Corporation as program costs;

ii. Costs for internal evaluation, including overall organizational management improvement costs (except for independent and internal evaluations of the Program or project evaluations that are specifically related to creative methods of quality improvement); and

iii. Costs for general liability insurance that protects the organization(s) responsible for operating a Program or project, other than insurance costs solely attributable to the Program or project.

Administrative costs may also include that portion of salaries and benefits of the Program's director and other administrative staff not attributable to the time spent in support of a specific Program or project. The principles that pertain to the allocation and documentation of personnel costs are stated in the OMB circulars that are incorporated in Corporation regulations [45 CFR 2541.220(b)].

Administrative costs generally do not include the following allowable expenses directly related to a Program or project (including their operations and objectives), such as:

i. Costs for staff (including salary, benefits, training and travel) who recruit, train, place or supervise participants or who develop materials used in such activities, if the purpose is for a specific Program or project objective;

ii. Costs for independent evaluations and any internal evaluations of the Program or project that are related specifically to creative methods of quality improvement;

iii. Costs, excluding those already covered in an organization's indirect cost rate, attributable to staff that work in a direct Program or project support, operational, or oversight capacity, including, but not limited to: support staff whose functions directly support Program or project activities; staff who coordinate and facilitate single or multi-site Program and project activities; and staff who review, disseminate and implement Corporation guidance and policies directly relating to a Program or project;

iv. Space, facility and communication costs that primarily support Program or project operations, excluding those costs that are already covered by an organization's indirect cost rate; and

v. Other allowable costs, excluding those costs that are already covered by an organization's indirect cost rate, specifically approved by the Corporation as directly attributable to a Program or project.

b. **Limitation by Statute.** Administrative costs cannot exceed 5% of total Corporation funds actually expended under this award.

c. **Fixed 5%.** If approved on a case-by-case basis by the Corporation, the grantee may charge, for administrative costs, a fixed 5% of the total of the Corporation funds expended. In order to charge this fixed 5%, the grantee match for administrative costs may not exceed 10% of all direct cost expenditures. These rates may be used without supporting documentation and are in lieu of an indirect cost rate.

d. **Indirect Cost Rates.**

i. If grantees have an approved indirect cost rate, such rate will constitute documentation of the grantee's administrative costs including the 5% maximum payable by the Corporation and the grantee match of administrative costs.

ii. If a grantee wants to claim more than 10% match in administrative costs it must have or obtain an approved indirect cost rate. Where appropriate, the Corporation will establish an indirect cost rate that may be used for this and other federal awards.

e. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities as well as between activities supported by different sources of federal funds.

10. EQUIPMENT AND SUPPLIES COSTS.

Equipment and supplies will be handled in accordance with 45 C.F.R. 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 C.F.R. 2543 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

11. ANNUAL GRANTEE MEETING.

All grantees are required to attend the Annual Grantee Meeting hosted by Learn and Serve America of the Corporation. Those funds designated for the Annual Grantee Meeting in the award must be used to cover the cost of the Project Director and/or another Learn and Serve America approved designee's attendance at this meeting.

12. FUND RAISING

A Participant's service activities may not include organized fund-raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.

Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an acceptable direct service and provided that they are not the program's primary activity or involve significant amounts of an individual participant's time.

a. **Grantee Staff.** A Learn and Serve America staff member's time and related expenses may not be charged to the Corporation or Grantee share of the grant while engaged in organized fund raising, including financial campaigns, endowment drives, the general solicitation of gifts and bequests, door-to-door solicitations, direct mail, or similar activities for which the sole purpose is raising capital or obtaining contributions for the organization. Expenses incurred to raise funds may be paid out of the funds raised. Development officers and fund-raising staff are not allowable expenses.

   When charging time to the grant, staff time and effort spent on raising the match requirements should be incidental to the overall management of the Program, and should be focused primarily on developing and disseminating information to potential funders on the Learn and Serve America Program and its achievements. Staff can make presentations and educate funders on objectives, goals and accomplishments. Ef forts to involve the community in support of the Learn and Serve America program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for a Learn and Serve America construction project; and coordinating community participation in and support of a serve-a-thon and service activities are allowable.

13. PROJECT INCOME.

a. **General.** Income earned as a direct result of the Program's activities during the award period will be retained by the Grantee and used to finance the non-Corporation share of the Program.

b. **Fees for Service.** When using assistance under this Grant, the Grantee may not enter into a contract for or accept fees for service performed by participants when:

   i. The service benefits a for-profit entity;

   ii. The service falls within the other prohibited Program activities set forth in Clause 4 of these Grant Provisions; or

   iii. The service violates the non-displacement Provisions of the Act set forth in Clause 21 of these Grant Provisions.

final action taken.

16. MATCHING REQUIREMENTS.

a. **Matching Obligation.** The Grantee must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are encouraged to raise some funds from the private sector, i.e. non-federal funds.

b. **Cash or In-Kind Match for Program Operating Costs.** Contributions, including cash and third party in-kind, will be accepted as part of the Grantee's matching share for Program Operating Costs when such contributions meet all of the following criteria:

   i. They are verifiable from Grantee records;

   ii. They are not included as contributions for any other federally-assisted Program;

   iii. They are necessary and reasonable for the proper and efficient accomplishment of Program objectives; and

   iv. They are allowable under applicable cost principles.

c. **Cost Share.** As a general rule, the Corporation will treat cash or in-kind matching contribution that exceeds the required minimum as cost share. The Corporation encourages private sector support over-and-above the matching fund requirement.

d. **Exception for Volunteer Community Service.** Because the purpose of this Grant is to enable and stimulate volunteer community service, the Grantee may not include the value of direct community service performed by volunteers. However, the Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit, training of staff and Programs.

e. **Administrative Costs.** Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs which exceed the Corporation's maximum administrative cost limit of 5% but which otherwise would have been allocable to the Grant, are allowable as the matching share under the Administrative costs budget line item. See clause 9, Administrative Costs.

f. **Valuation.** The value of Grantee and third-party contributions of services and property will be determined in accordance with applicable cost principles set forth in OMB Circulars A-21, A-87 and A-122, and the approved budget.

17. BUDGET AND PROGRAMMATIC CHANGES.

a.P **rogrammatic changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes in the approved program:

i. Significant changes in the program scope, specific goals and objectives, or performance measures of the program, whether or not they involve budget changes.

ii. Changes in (or extended absences of) the project director or any other key personnel designated in the award letter.

iii. Changes in the level of participant supervision.

iv. Entering into subgrants or contracting out any program activities funded by the grant (unless identified in the approved application), other than the purchase of supplies, equipment, or general support services; and

v. Changes in the grant period.

b. **Changes in the budget.** The Grantee must obtain the prior written approval of the Corporation before deviating from the approved budget in any of the following ways:

i. Budget transfers to absorb administrative costs over the administrative limit specified in the approved budget.

ii. Costs requiring prior approval under OMB Circulars A-21 or A-122.

iii. Unless the Corporation share of the award is $100,000 or less, changes to cumulative budget line items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and Grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total program budget.

iv. Purchases of equipment above the threshold as specified in clause 10 of these Provisions.

18. SITE VISITS.

The Corporation reserves the right, at all reasonable times, to conduct site visits to review and evaluate Grantee records, accomplishments, organizational procedures, and financial control systems; to conduct interviews; and to provide technical assistance. All site visits will be performed in such a manner as will not unduly disrupt the Grantee's operations.

19. LIABILITY.

The Grantee must have adequate liability coverage of its organization, employees, and participants, including coverage of participants engaged in on- and off-site project activities. Additionally, the Grantee must institute safeguards as necessary and appropriate to ensure the safety of participants. Participants may not participate in projects that pose undue safety risks.

20. DRUG FREE WORKPLACE.

a. **Notice to Employees.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees that:

i. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;

ii. Conviction of any criminal drug statute must be reported immediately to the Grantee;

iii. The employee's employment is conditioned upon compliance with the notice requirements; and

iv. Certain actions will be taken against employees for violations of such prohibitions.

b. **Criminal Drug Convictions.** The Grantee's employees must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee, up to and including termination or release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.

c. **Drug-Free Awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance support services, and the penalties that may be imposed for drug abuse violations.

d. **Grantee Non-Compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.

e. **Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

21. NONDISCRIMINATION.

a. **Assurances.** The Grantee must assure that its program or activity, including those of its subgrantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The Grantee must obtain an assurance of such compliance prior to extending Federal financial assistance to subgrantees.

The U.S. Government shall have the right to seek judicial enforcement of these assurances.

b. **Discrimination Prohibited.** A person, a service recipient, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to Program staff applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds who were employed by the Grantee on the date the Corporation grant was awarded

This prohibition against discrimination includes but is not limited to:

i. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;

ii. Providing an opportunity which is different or provided differently;

iii. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;

iv. Segregating or subjecting a person to separate treatment;

v. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;

vi. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;

vii. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;

viii. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;

ix. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;

x. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;

xi. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;

xii. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or

activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and

xiii. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment" which include additional discrimination prohibitions are attached and incorporated herein.

c. **Public Notice of Nondiscrimination.** The Grantee must notify service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

> It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.
>
> In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National Service. If you believe that you or others have been discriminated against, or if you want more information, contact:
>
> > (Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and e-mail address of the Grantee) or
> >
> > Equal Opportunity Office
> > Corporation for National Service
> > 1201 New York Avenue, NW
> > Washington, D.C. 20525
> > (202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)
> > (202) 565-2816 (FAX); eo@cns.gov (e-mail)

The Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Grantee must also notify the public in recruitment material and application forms that it operates its

program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is "This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion." Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

d. **Records and Compliance Information.** The Grantee must keep records and make available to the Corporation timely, complete, and accurate compliance information to allow the Corporation to determine if the Grantee is complying with the civil rights statutes and implementing regulations. Where a Grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the Grantee so it can carry out its civil rights obligations.

The Corporation will provide specific guidance regarding records and compliance information. At a minimum, the Grantee should have available racial, ethnic, sex, and disability data regarding service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered, estimated, or based on census or other statistics.

Racial and ethnic data should be gathered for the following categories:

Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

e. **Obligation to Cooperate.** The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, facilities, and other sources of information as may be needed to determine compliance.

f. **Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the Grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's Equal Opportunity Office.

The Grantee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential except as necessary to conduct an investigation, hearing, or judicial proceeding.

The Corporation will investigate whenever a compliance review, report, complaint, or other information indicates a possible failure to comply with the statutes and their implementing regulations. If an investigation indicates a failure to comply, the Corporation will so inform the Grantee and any applicable subgrantees and will attempt to resolve the matter by voluntary means. If the matter cannot be resolved by voluntary means, the Corporation will initiate formal enforcement action.

Discrimination complaints may be raised through the Grantee's grievance procedure. Use of the Grantee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Grantee's grievance procedure does not preclude filing a federal discrimination complaint. The Grantee's grievance procedure should advise individuals that use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Grantee, the Grantee must submit a written report to the Corporation's Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

g. **Self -Evaluation Requirements.** The Grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Equal Opportunity Office, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-5000, ext. 312 (voice); (202) 4565-2799 (TDD); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).

h. **Applicable Statutes.** In accordance with its assurances, the Grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), the

Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

21. THE OFFICE OF INSPECTOR GENERAL.

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG also conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantee and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-5000, extension 390.

The OIG is available to offer assistance to Learn and Serve America grantees that become aware of suspected criminal activity in connection with the Learn and Serve America program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cnsoig.gov or by telephone at 1-800-452-8210. Following notification to OIG, grantees should also inform the respective program and grants officers of the facts and circumstances surrounding these incidents.

22. SUPPLEMENTATION, NON DUPLICATION, AND NON DISPLACEMENT.

a.Su pplementation. Grant funds may not be used to replace State or Local public funds that had been used to support programs or projects of the type eligible to receive Corporation grant funds. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.

b. Non duplication. Grant funds may not be used to duplicate services that are available in the locality of a program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a State or Local government agency in which the grantee entity is located.

c. Non displacement.

i. **Prohibition on displacing employee or position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program or project.

ii. **Prohibition on promotional infringement.** The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.

iii. **Prohibition on displacing employee services, duties, or activities.** A participant in a program or project may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

iv. **Prohibition on supplanting hiring or infringing on recall rights.** A participant in a program or project may not perform any services or duties, or engage in activities, that:

- Will supplant the hiring of employed workers; or
- Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

v. **Other prohibitions.** A participant in a program or project may not perform services or duties that have been performed by or were assigned to any:

- Presently employed worker;
- Employee who recently resigned or was discharged;
- Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- Employee who is on strike or is being locked out.

23. GRIEVANCE PROCEDURE.

a. **Setting up a grievance procedure.** In accordance with 42 U.S.C. §12636 and implementing regulations at 45 C.F.R. §2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from participants, labor organizations, and other interested parties concerning program or project operations. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. A grievance process must provide an opportunity for a grievance hearing and binding arbitration. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately.

b. In the event that a Sub-Grantee of a direct Grantee of the Corporation is no longer in existence or otherwise does not provide a grievance procedure that complies with this Provision, the direct Grantee is responsible for handling

any grievance in accordance with 45 C.F.R. 2540.230.

c. **Alternative dispute resolution.**

i. **Informal resolution.** The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

ii. **Neutral facilitation.** If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance.

d. **Formal grievance proceeding.**

i. **Time limits.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after filing.

ii. **Effect of informal process.** In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.

e. **Arbitration.**

i. **Selection of arbitrator.** If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties. If the parties can not agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.

those of the authors and do not necessarily reflect the official position of the Corporation or the Learn and Serve America Program.

b. **Materials provided to Corporation.** The Grantee is responsible for assuring that a copy of any such material is sent to the Corporation's Office of Public Affairs, the Program Office, and the National Service-Learning Clearinghouse.

27. EVALUATION.

a. **Internal evaluations.** The Grantee must track progress toward achievement of their Program performance measures. The Grantee also must monitor the quality of service activities, the satisfaction of both service recipients and participants and management effectiveness. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.

b. **Independent evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.

c. **External evaluation and data collection.** The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain participant and program data, including the total number of participants in the Program, and the number of participants by race, ethnicity, sex, age, economic background, educational level, disability classification and geographic region. The Corporation will provide forms for collecting participant and program data.

28. SUSPENSION OR TERMINATION OF GRANT.

a. **Suspension of the Grant.** In emergency situations, the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:

i. Serious risk to persons or property;

ii. Violations of Federal, State or local criminal statutes; and

iii. Material violation(s) of the Grant or contract which are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.

b. **Termination of the Grant.** Pursuant to 45 C.F.R. §2540.400, the Corporation may terminate payments under the grant, revoke or recover Grant funds for failure to comply with applicable provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:

i. **Notice.** The Corporation will notify the Grantee by letter that it intends to terminate payments, revoke positions or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such

assistance should not be terminated, revoked or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

ii. **Right to a hearing.** The Grantee may request a hearing on a proposed termination, revocation or recovery. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.

c. The Grantee may suspend or terminate assistance to a sub-Grantee, provided that such action affords the sub-Grantee at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section.

29. GRANT PERIOD AND INCREMENTAL FUNDING.

For the purpose of the Grant, a project period is the complete length of time the Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Grantee's approved activities and budget.

Unless otherwise specified, the Grant covers a three-year project period. In approving a multi-year project period the Corporation makes an initial award for the first budget period. Additional funding is contingent upon satisfactory progress, compliance with information requests, compliance with the provisions set forth herein and the availability of funds. The project period and the budget period are noted on the award document.

30. ORDER OF PRECEDENCE.

Should there be any inconsistency among the Grant Award, the Learn and Serve Special Provisions, the General Grant Provisions, and the approved Grant Application, the order of precedence that will prevail is (1) Grant Award, (2) the Learn and Serve Special Provisions, (3) the General Grant Provisions, and (4) the approved Grant Application.

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
POLICY AGAINST SEXUAL, RACIAL, NATIONAL ORIGIN, OR RELIGIOUS HARASSMENT

Our policy is to provide work and service environments free from sexual, racial, national origin, or religious harassment. Whether in Corporation or grantee offices, in other work- or service-related settings such as service sites, training sessions, or site visits, or at work- or service-related social events, such harassment is unacceptable.

Sexual harassment involves unwelcome sexual advances, requests for sexual favors, or any verbal, physical or graphic conduct of a sexual nature when:

(1) submission is explicitly or implicitly a term or condition of employment or service;
(2) submission or rejection is a basis for work or service decisions; or
(3) such conduct has the purpose or the effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment. Slurs and other verbal or physical conduct relating to an individual's race, national origin or religion also constitute harassment when that conduct's purpose or effect is to interfere with work or service performance or create an intimidating, hostile, or offensive work or service environment.

We expect Corporation and grantee supervisory and management personnel to immediately take appropriate action to prevent or stop any harassment of employees, service participants, or clients of which they become aware, whether the harassing conduct is by employees, service participants, or outside individuals such as service site or contractor personnel. Also, we will not retaliate or tolerate any attempt at retaliation against a person who raises harassment concerns in good faith. Any Corporation employee who violates our policy against harassment, or asserts a false claim of harassment with a malicious intent, will be subject to appropriate disciplinary action, up to and including termination. Any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Persons who believe they have been subjected to harassment in violation of non-harassment provisions of applicable laws, regulations or this policy may raise their concerns with our Equal Opportunity Office. However, claims of unlawful harassment not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), eo@cns.gov, or through www.nationalservice.org.

We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about harassment to the director or appropriate supervisory personnel of the program or project. We likewise encourage programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.

8/27/03

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE CIVIL RIGHTS STATEMENT REGARDING VOLUNTEERS, SERVICE PARTICIPANTS AND OTHER BENEFICIARIES

We continue to maintain the policy stated in our June 6, 1994 Civil Rights Statement: Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of the Corporation for National and Community Service is to ensure a mutual respect for all differences among us. Participation in the Corporation and its programs and projects will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations. By adhering to this policy, the Corporation will be able to foster civic responsibility, strengthen the ties that bind us together as a people, and provide educational opportunity for those who make a substantial commitment to service.

This policy applies to programs and projects we conduct, as well as those receiving federal financial assistance from us. For civil rights purposes, all programs and projects funded or receiving volunteers or service participants under the National and Community Service Act, as amended, or the Domestic Volunteer Service Act, as amended, are programs or activities receiving federal financial assistance. Any grantee found to have unlawfully discriminated against a volunteer, service participant, client, employee or beneficiary of such a program or project will be subject to a finding of noncompliance and administrative procedures which may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Any volunteer, service participant, client, employee or beneficiary of a program or project who believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Equal Opportunity Office. However, discrimination claims not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), eo@cns.gov, or through www.nationalservice.org.

The Corporation's Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible uses an informal conciliation process to do so. We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. We likewise encourage directors of programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: Kansas City, Kansas Board of Education

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: Contracts for the provision of Special Education and Related Services

RECOMMENDATION:

That the Board accepts and approves the contracts for Special Education and related services in order to meet the Individual Education Programs for students eligible for services under IDEA-R 2004 regulations.

EXPLANATION:

Approving the following contracts and agreements will allow the Wyandotte Comprehensive Special Education Cooperative staff to work in collaboration with community organizations to provide special education and related services. The collaboration is an excellent example of "Strengthening Community Connections, Strengthening Instruction, and Strengthening Relationships".

Agreements for Preschool and Early Intervention Services:

Bonner Spring School District's Head Start Program
El-Centro, Inc.
EOF Head Start of Kansas City, Kansas
Franklin Children's Center

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

Agreements for Collaborative Supports:

Kansas School for the Blind (KSB), Kansas City, Kansas
Wyandotte Center; Parker Lease
Wyandotte Center; Wyandotte Academy
Wyandotte Center; Collaborative Relationship

Agreements to Support Community Agencies:

Foster Grandparents Program, Catholic Community Services
Kansas Medical Center, Kansas City, Kansas
Southeast Kansas Education Service Center, Greenbush, Kansas

Agreements to Provide "Specialized Services"

Assisted Transportation
Firstat Nursing Services of Kansas and Missouri
Housing Authority, Kansas City, Kansas
Maxim Healthcare Services Inc., Mission, Kansas
Sign Language Specialists, LLC, Lee's Summit, Missouri
Wyandotte Center; Fairfax Campus
Wyandotte Center; Club YES

Agreements to Provide "Professional Services"

Creative Pathways, Leawood, Kansas
Sue Werner, Shawnee, Kansas
WH-LLC, Weatherby Lake, Missouri
Piper School District; Social Worker
Bonner Springs School District; Special Ed. Teachers

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business & Support Services

Kimberly Shaw
Deputy Director
Special Education

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500 AND BONNER SPRINGS HEAD START

This Agreement is made this 1st day of August, 2006 by and between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and Bonner Springs Head Start (Contractor) for the purpose of collaborating Early Childhood Special Education Services (ECSE) (Age three to five with disabilities) at the Head Start sites.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

SECTION I: TERM

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. The Agreement may be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

SECTION II: RELATIONSHIP OF THE PARTIES

In providing the services to Contractor and its children with disabilities USD No. 500 and its employees designated to support the program shall at all times be acting under the auspices of USD No. 500 and not as agents of Contractor. Contractor will neither have nor exercise any control over the professional judgment or practice of USD No. 500 and its employees. At no time may an employee of Contractor or USD No. 500 engage in any practice of activities that is in violation of state and/ or local Health Department regulations.

SECTION III: RESPONSIBILITIES OF CONTRACTOR

a. Contractor will provide monthly billing to the Wyandotte Special Education Cooperative for the paraeducators. The billing will be based on the number of school days each month per the USD No. 500 official calendar. Documentation of attendance and staff development completed for each paraeducator will accompany each billing.

b. Contractor may refer children for the ECSE Programs who have a suspected disabling condition.

c. Contractor will provide transportation for all ECSE children who do not require special transportation.

d. Contractor will provide to the children with disabilities the normal course of child care services as determined by the Kansas Department of Health and Environment such as food, curriculum, and supervision, etc. The parents are required to complete application forms required for child care purposes.

e. Contractor will comply with the Kansas Early Childhood Special Education Regulations as they apply to the children with disabilities at their childcare site.

f. No later than ten days after the effective date of this agreement, Contractor will provide USD No. 500 information and updating regarding childcare licensing regulations, contractor's policies and procedures and other necessary information to provide the services at their center.

g. Contractor will maintain continuing education information on the staff involved in the program showing the number of hours completed and upon request supply copies of any documentation.

h. Contractor will provide space for a desk, file cabinet, telephone and other necessary equipment used by the USD No. 500 ECSE teacher.

i. Contractor agrees to comply with all municipal courts, state and federal regulations, statutes, licensure requirements and codes applicable to child care business concerns.

SECTION IV: RESPONSIBILITIES OF USD NO. 500

a. USD No. 500 will provide Special Education teacher or Speech Pathologist support for the period of this agreement to provide the special education or related services outlined by the Individual education Program (IEP) plan.

b. USD No. 500 will provide special transportation for children with IEPs who cannot be transported with Head Start buses.

c. USD No. 500 will provide all related special education services, which are necessary to fulfill IEP requirements.

d. USD No. 500 will provide information and regular updating regarding Special Education Regulations, USD No. 500 policies and procedures and other necessary information for the provision of the ECSE Services.

e. USD No. 500 will determine eligibility for those children to be served at the child care center as specified in Section II, Paragraph a.

f. USD No. 500 will provide specialized instruction materials including assistive technology as required by each student's IEP.

g. USD No. 500 will be responsible for completing all forms required by the Kansas State Board of Education to facilitate approval of categorical aid reimbursement.

h. USD No. 500 staff will abide by the Kansas Childcare licensing regulations and policies of the child care center.

SECTION V: MUTUAL RESPONSIBILITIES

a. Both parties will mutually plan In-service training activities for staff providing services under this agreement.

b. Both parties agree to mutually plan curriculum and instruction.

c. Both parties agree to uphold the confidentiality of all student information.

d. Both parties agree to assist parents of eligible Wyandotte County ECSE children in filling out necessary paperwork and enrollment forms for the childcare.

SECTION VI: PERMITS AND LICENSES

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

SECTION VII: POLICIES AND PROCEDURES

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the

parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

SECTION VIII: INSURANCE

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

SECTION IX: INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, o agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents,

and its Employees shall cooperate in all reasonable manners in the defense of such claims.

SECTION X: ACCESS TO BOOKS AND RECORDS

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

SECTION XI: LIABILITY FOR LOSS

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

SECTION XII: ENTIRE AGREEMENT AND MODIFICATION

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

SECTION XIII: DEFAULT

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

SECTION XIV: RIGHT TO TERMINATE

Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

SECTION XV: ASSIGNMENT

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

SECTION XVI: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

SECTION XVII: CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

SECTION XVIII: NONDISCRIMINATION

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at the Tots & Tales Montessori Child Care Center or other obligations exercised herein.

SECTION XIX: STATUS OF EMPLOYEES

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of Bonner Springs Head Start. Similarly, Bonner Springs Head Start and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of Bonner Springs Head Start and not as agents of USD No. 500. Neither USD No. 500 nor Bonner Springs Head Start shall have, or exercise, any control over the professional judgment or practice of the other's employees.

SECTION XX: NOTICES

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent of Business and Instructional Support Services
625 Minnesota Avenue
Kansas City, Kansas 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Bonner Springs Board of Education
ATTN: Dr. Robert Van Maren
Superintendent of Schools
2200 S. 138th St.
Bonner Springs, KS 66012

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XXI: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.
2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500 AND EL CENTRO, INC.

THIS AGREEMENT made this first day of August, 2006 by and between El Centro, Inc. (Contractor) and UNIFIED SCHOOL DISTRICT No. 500 KANSAS CITY, WYANDOTTE COUNTY, KANSAS, (USD No. 500) for the purpose of collaborating Wyandotte County Early Childhood Special Education Services (ECSE) (Ages three to five with disabilities) at El Centro, Inc.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Section I: Term

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. The Agreement may be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

Section II: Relationship of the Parties

In providing the services to Contractor and its children with disabilities USD No. 500 and its employees designated to support the program shall at all times be acting under the auspices of USD No. 500 and not as agents of Contractor. Contractor will neither have nor exercise any control over the professional judgment or practice of USD No. 500 and its employees. At no time may an employee of Contractor or USD No. 500 engage in any practice of activities that is in violation of state and/ or local Health Department regulations.

Section III: Responsibilities of Contractor

a. Contractor will refer to ECSE all children with possible developmental delays or a disabling condition.

b. Contractor will provide to the children with disabilities the normal course of childcare services as determined by the Kansas Department of Health and Environment such as food, curriculum, and supervision, etc.

c. Contractor will comply with the Kansas Early Childhood Special Education Regulations as they apply to the children with disabilities at their childcare site.

d. No later than ten days after the effective date of this agreement, Contractor will provide USD No. 500 with current information regarding childcare licensing regulations and the contractor's policies and procedures to ensure the smooth provision of services at their center.

e. Contractor will maintain continuing education information on the staff involved in the program showing the number of hours completed and upon request supply copies of any documentation.

f. Contractor will provide a secure space for files that need to be kept on site.

g. Contractor will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, workers' compensation, and unemployment insurance.

Section IV: Responsibilities of USD No. 500

a. USD No. 500 will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally

considered standard in USD No 500's industry. USD No. 500 will forward a copy of its professional liability insurance certificate to Contractor prior to execution of this Agreement and will give prompt written notice of any material change in USD No. 500 coverage.

b. USD No. 500 will provide a teacher endorsed in Early Childhood Special Education for the period of this agreement to provide developmental intervention and a Speech Language Pathologist to provide communication services to provide the services outlined by the Individualized Education Plan(s) (IEP) for each eligible student.

c. USD No. 500 will be responsible for transporting children with disabilities for partial day slots as required by the IEP.

d. USD No. 500 will provide other related services, which are necessary to fulfill the Individualized Education Plan (IEP) requirements.

e. USD No. 500 will provide regular updating regarding ECSE Regulations, USD No. 500 policies and procedures and other necessary information for the provision of ECSE Services.

f. USD No. 500 will determine eligibility for those children to be served at the child care center as specified in Section II, Paragraph a.

g. USD No. 500 will provide specialized instructional materials including any assistive technology as required by the I.E.P.'s of eligible students.

h. USD No. 500 will prepare all forms required by the Kansas Board of Education to facilitate approval of categorical reimbursement including Para educator supervision logs.

i. USD No. 500 will ensure that staff will comply with the Kansas Childcare licensing regulations and policies of the childcare center.

Section V: Mutual Responsibilities

a. Both parties will mutually plan In-service training activities for staff providing services under this agreement.

b. Both parties agree to mutually plan curriculum and instruction.

c. Both parties agree to uphold the confidentiality of all student information.

Section VI: Permits and Licenses

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

Section VII: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

Section VIII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section IX: Indemnification and Hold Harmless Agreement

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, or agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section X: Access to Books and Records.

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this

Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section XI: Liability for loss.

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XII: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XIII: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XIV: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XV: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XVI: Governing Law and Severability.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVII: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XVIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at El Centro, Inc. or other obligations exercised herein.

Section XIX: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of El Centro, Inc. Similarly, El Centro, Inc. and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of El Centro, Inc. and not as agents of USD No. 500. Neither USD No. 500 nor El Centro, Inc. shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XX: Notices.

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Kimberly Shaw
   Assistant Superintendent of Business and Instructional Support Services
   Kansas City, Kansas 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   El Centro, Inc.
   ATTN: Della Muzquiz
   1330 S. 30th St.
   Kansas City, KS 66106

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XXI: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.
2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500 AND KANSAS CITY, KANSAS HEAD START

This Agreement is made this 1st day of August, 2006 by and between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and Kansas City, Kansas Head Start (Contractor) for the purpose of collaborating Early Childhood Special Education Services (ECSE) (Age three to five with disabilities) at the Head Start sites.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Section I: Term

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. The Agreement may be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

Section II: Relationship of the Parties

In providing the services to Contractor and its children with disabilities USD No. 500 and its employees designated to support the program shall at all times be acting under the auspices of USD No. 500 and not as agents of Contractor. Contractor will neither have nor exercise any control over the professional judgment or practice of USD No. 500 and its employees. At no time may an employee of Contractor or USD No. 500 engage in any practice of activities that is in violation of state and/ or local Health Department regulations.

Section III: Responsibilities of Contractor

a. Contractor will provide monthly billing to the Wyandotte Special Education Cooperative for the paraeducators. The billing will be based on the number of school days each month per the USD No. 500 official calendar. Documentation of attendance and staff development completed for each paraeducator will accompany each billing.

b. Contractor may refer children for the ECSE Programs who have a suspected disabling condition.

c. Contractor will provide transportation for all ECSE children who do not require special transportation.

d. Contractor will provide to the children with disabilities the normal course of child care services as determined by the Kansas Department of Health and Environment such as food, curriculum, and supervision, etc. The parents are required to complete application forms required for child care purposes.

e. Contractor will comply with the Kansas Early Childhood Special Education Regulations as they apply to the children with disabilities at their childcare site.

f. No later than ten days after the effective date of this agreement, Contractor will provide USD No. 500 information and updating regarding childcare licensing regulations, contractor's policies and procedures and other necessary information to provide the services at their center.

g. Contractor will maintain continuing education information on the staff involved in the program showing the number of hours completed and upon request supply copies of any documentation.

h. Contractor will provide space for a desk, file cabinet, telephone and other necessary equipment used by the USD No. 500 ECSE teacher.

i. Contractor agrees to comply with all municipal courts, state and federal regulations, statutes, licensure requirements and codes applicable to child care business concerns.

Section IV: Responsibilities of USD No. 500, subject to Contractor's satisfactory performance of its obligations hereunder, which shall be determined by USD No. 500, USD No. 500 shall do the following:

a. USD No. 500 will provide Speech Pathologist support for the period of this agreement to provide the special education or related services outlined by the Individual education Program (IEP) plan.

b. USD No. 500 will provide special transportation for children with IEPs who cannot be transported with Head Start buses.

c. USD No. 500 will provide all related special education services, which are necessary to fulfill IEP requirements.

d. USD No. 500 will provide information and regular updating regarding Special Education Regulations, USD No. 500 policies and procedures and other necessary information for the provision of the ECSE Services.

e. USD No. 500 will determine eligibility for those children to be served at the child care center as specified in Section II, Paragraph a.

f. USD No. 500 will provide state categorical reimbursement for paraeducator(s) at Kansas City, Kansas Head Start to provide the special education services to the identified children as outlined by the IEP. The number of paraeducators supported will be approved by the coordinator of early childhood services and will be dependent on the number of identified special education students being served with a minimum of four identified students for each full time equivalent paraeducator reimbursed. The amount will be approximately ($8,400) per full time equivalent paraeducator each year dependent upon the Legislative Allocation. The amount will be pro-rated based on the paraprofessional's attendance and the ratio of special education to non-special education students in the assigned classroom(s). Reimbursement for the paraeducator will be contingent upon submission of documentation of 20 clock hours of inservice with a minimum of 2 hours per month including a 2 hour orientation session and all 20 hours completed by December 1st for staff employed on August 1st, and May 1, 2007 for all hires after August 1, 2006. Monthly staff attendance sheets will be submitted. In addition, paraprofessionals must meet the requirements of Highly Qualified , 48 hours of college credit, have an Associate's Degree or have passed the Kansas approved Parapro Praxis examination. Head Start must provide documentation of the paraprofessionals educational status prior to submission of invoices for reimbursement.

g. USD No. 500 will provide specialized instruction materials including assistive technology as required by each student's IEP.

h. USD No. 500 will be responsible for completing all forms required by the Kansas State Board of Education to facilitate approval of categorical aid reimbursement.

i. USD No. 500 staff will abide by the Kansas Childcare licensing regulations and policies of the child care center.

Section V: Mutual Responsibilities

a. Both parties will mutually plan In-service training activities for staff providing services under this agreement.

b. Both parties agree to mutually plan curriculum and instruction.

c. Both parties agree to uphold the confidentiality of all student information.

d. Both parties agree to assist parents of eligible Wyandotte County ECSE children in filling out

necessary paperwork and enrollment forms for the childcare.

Section VI: Permits and Licenses

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

Section VII: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

Section VIII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section IX: Indemnification and Hold Harmless Agreement

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless

Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, o agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section X: Access to Books and Records.

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section XI: Liability for loss.

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XII: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XIII: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement

will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XIV: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XV: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XVI: Governing Law and Severability. This Agreement shall be governed by the laws of the State of Kansas.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVII: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XVIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at the Tots & Tales Montessori Child Care Center or other obligations exercised herein.

Section XIX: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of Kansas City, Kansas Head Start. Similarly, Kansas City, Kansas Head Start and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of Kansas City, Kansas Head Start and not as agents of USD No. 500. Neither USD No. 500 nor Kansas City, Kansas Head Start shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XX: Notices.

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent for Business and Instructional Support Services
Kansas City, Kansas 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Kansas City, Kansas Head Start
ATTN: Dorothy Harvey
Bryant Center Administrative Office
2940 N. 17th St.
Kansas City, KS 66104

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XXI: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.

2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500 AND FRANKLIN CHILDREN'S CENTER

THIS AGREEMENT made this first day of August, 2006 by and between Franklin Children's Center, Inc (Contractor) and UNIFIED SCHOOL DISTRICT No. 500 KANSAS CITY, WYANDOTTE COUNTY, KANSAS, (USD No. 500) for the purpose of providing Wyandotte County Early Childhood Special Education Services (ECSE) (Ages three to five with disabilities) at Franklin Children's Center.

Section I: Term

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. The Agreement may be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

Section II: Relationship of the Parties

In providing the services to Contractor and its children with disabilities, USD No. 500 and employees designated to support the program, shall at all times be acting under the auspices of USD No. 500 and not as agents of Contractor. Contractor will neither have nor exercise any control over the professional judgment or practice of USD No. 500 and its employees. At no time may an employee of Contractor or USD No. 500 engage in any practice of activities that is in violation of state and/ or local Health Department regulations.

Section III: Responsibilities of Contractor

a. Contractor will refer to all children with possible developmental delays or a disabling condition to ECSE.

b. Contractor will provide children with disabilities the childcare services required by the Kansas Department of Health and Environment such as food, curriculum, and supervision, etc.

c. Contractor will comply with the Kansas Early Childhood Special Education Regulations as they apply to the children with disabilities at their childcare site.

d. No later than ten days after the effective date of this agreement, Contractor will provide USD No. 500 with current information regarding childcare licensing regulations and the contractor's policies and procedures to ensure the provision of services at their center.

e. Contractor will maintain continuing education information on all of its staff involved in the provision of services under this agreement showing the number of hours completed and upon request supply copies of any documentation.

f. Contractor will provide a secure space for files that need to be kept on site.

g. Contractor as employer for persons providing services under this Agreement, shall be solely responsible for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, workers' compensation, and unemployment insurance.

Section IV: Responsibilities of USD No. 500

a. USD No. 500 will maintain, at its sole expense, a valid professional liability policy of insurance covering acts or omissions for services if paid under this Agreement. USD No. 500 will forward a copy of its professional liability insurance certificate to Contractor prior to execution of this Agreement and will give prompt written

notice of any material change in USD No. 500 coverage.

b. USD No. 500 will provide a teacher endorsed in Early Childhood Special Education for the period of this agreement to provide developmental intervention and a Speech Language Pathologist to provide communication services to provide the services outlined by the Individualized Education Plan(s) (IEP) for each eligible student.

c. USD No. 500 will be responsible for transporting children with disabilities for partial day slots as required by the IEP.

d. USD No. 500 will provide other "related services," which are necessary to fulfill the Individualized Education Plan (IEP) requirements.

e. USD No. 500 will provide to Contractor regular updates of ECSE Regulations, USD No. 500 policies and procedures and other necessary information for the provision of ECSE Services.

f. USD No. 500 will determine the eligibility of children to be served at the child care center as specified in Section II, Paragraph a.

g. USD No. 500 will provide specialized instructional materials including any assistive technology required by the I.E.P.'s of eligible students.

h. USD No. 500 will prepare all forms required by the Kansas Board of Education to facilitate approval of categorical reimbursement including Para educator supervision logs.

i. USD No. 500 will ensure that staff will comply with the Kansas Childcare licensing regulations and policies of the childcare center.

Section V: Mutual Responsibilities

a. Both parties will mutually plan In-service training activities for staff providing services under this agreement.

b. Both parties agree to mutually plan curriculum and instruction.

c. Both parties agree to uphold the confidentiality of all student information.

Section VI: Permits and Licenses

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

Section VII: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving ECES shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

Section VIII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained by Contractor listing as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section IX: Indemnification and Hold Harmless Agreement

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, o agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section X: Access to Books and Records.

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section XI: Liability for loss.

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XII: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XIII: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XIV: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XV: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XVI: Governing Law and Severability.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVII: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XVIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at the Franklin Children's Center or other obligations exercised herein.

Section XIX: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of Franklin Children's Center, Inc. Similarly, Franklin Children's Center, Inc and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of Franklin Children's Center, Inc and not as agents of USD No. 500. Neither USD No. 500 nor Franklin Children's Center, Inc shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XX: Notices.

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Kimberly Shaw
   4601 State Ave.
   Suite 38/SPED
   Kansas City, Kansas 66102

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Franklin Children's Center, Inc.
   ATTN: Joyce Adams, Executive Director
   1401 Metropolitan
   Kansas City, KS 66103

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XXI: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.

2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500, WYANDOTTE COUNTY, KANSAS AND THE KANSAS SCHOOL FOR THE BLIND

THIS AGREEMENT, effective this first day of August, 2006 is made by and between the Kansas School for the Blind (KSB), and Unified School District No. 500, Kansas City, Wyandotte County, Kansas (USD No. 500), the sponsoring district of the Wyandotte Comprehensive Special Education Cooperative (Coop). The Agreement is made for the purpose of allowing USD No. 500 and KSB to work collectively in the provision of the special education services specified below. This Agreement is effective until June 30, 2007.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

USD No. 500 and KSB agree to assist each other in providing services in the following areas:

A. Transportation
USD No. 500 and KSB agree to cooperate in transporting students. Such operation may include, but is not limited to, transportation to home or designated school site.

B. Nursing Services
KSB and USD No. 500 agree to make emergency nursing services available to students in programs on the KSB campus.

C. Media Center Services
USD No. 500 agrees to allow KSB to have access to the USD No. 500 media center, including access to its lending library.

KSB agrees to:

A. KSB will provide a .5 teacher certified by the state of Kansas to teach blind and visually impaired children. The identification of these students is the responsibility of USD No. 500 staff. KSB will:

i. Provide educational experiences as established by the Individual Educational Plan.
ii. Act as a case manager for identified students.
iii. Complete and report records as required by USD No. 500.
iv. Supervise and complete necessary evaluations of paraprofessional staff provided by USD No. 500.

KSB shall provide the necessary office space, equipment, and materials for the successful delivery of the speech-language services contemplated by this agreement.

KSB shall provide the physical space described as an "in kind" service to USD No. 500.

USD No. 500 agrees to:

A. USD No. 500 will provide a .5 school psychologist for blind and visually impaired children of KSB to perform and conduct psychological services including, but not necessarily limited to, the following:

i. Evaluations and any necessary reevaluations including testing of cognitive functioning, achievement, motor functioning, vocational and developmental skills, with each test being selected and/or adapted to meet the needs of each student as indicated by the student's eye condition.
ii. Act as case manager in order to assure completion of all appropriate evaluations.

iii. Conduct and/or participate in "staffings" on all students evaluated or re-evaluated.
vi. Complete a report on each child evaluated and provide scores to KSB.
v. Assist the principal in establishing and maintaining a child find and general education problem solving process.
vi. Be scheduled two and one-half days per week at KSB, including being available to KSB staff immediately before and after the school day.
vii. Assist the principal in maintaining a record system.
viii. Assist in making referrals to agencies outside KSB.
ix. Other duties necessary to provide appropriate services.

C. USD No. 500 will provide a .40 FTE speech pathologist for blind and visually impaired children of KSB to perform and conduct those speech-language services including, but not necessarily limited to the following:

i. Evaluations and any necessary reevaluations including testing of speech and language functioning, with each test being selected and/or adapted to meet the needs of each student as indicated by the student's eye condition.
ii. Assist the case manager and function as a member of a team in order to assure completion of all appropriate evaluations.
iii. Participate in "staffings" of students evaluated or re-evaluated for speech-language.
iv. Complete a speech-language report on each child evaluated and provide a copy of the report to KSB.
v. Assist the principal in maintaining a child find and general education problem solving process.
vi. Be scheduled two days per week at KSB, including being available to KSB staff immediately before and after the school day.
vii. Assist the principal in maintaining a record system.
viii. Provide speech-language services to identified KSB students as outlined in the students I.E.P.'s.

D. USD No. 500 shall supervise the personnel it designates to provide the above-referenced services and USD No. 500 shall further provide for the salaries and other benefits of such personnel.

STATUS OF EMPLOYEES

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of KSB. Similarly, KSB and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of KSB and not as agents of USD No. 500. Neither USD No. 500 nor KSB shall have, or exercise, any control over the professional judgment or practice of the other's employees.

KSB

KSB shall pay USD No. 500 the sum of $64,669 (contingent on Board of Education action) to offset USD No. 500's net salary costs incurred in providing .50 psychological services ($37,720) .40 FTE speech pathologist services ($26,949) contemplated by this contract. This sum shall be paid by KSB in three equal installments ($21,557) on the first day of October, February and May.

TERM

This Agreement shall be in effect for a period of one school year commencing July 1, 2006 and ending June 30, 2007. Each party shall give notice to the other party by no later than April 1, 2007 of its intent to renew this agreement for the succeeding school year.

OWNERSHIP OF PROPERTY

Upon termination of this Agreement, any of the equipment, supplies and other materials purchased and accumulated by USD No. 500 for programs contemplated by this contract but housed within the KSB facilities shall remain the property of USD No. 500.

MISCELLANEOUS

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.

2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

3. Both parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services.

4. The parties further agree USD No. 500 shall not be liable or obligated to KSB for losses or damages incurred by KSB under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to KCKHA for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto. The parties also agree KSB shall not be liable or obligated to USD 500 for losses or damages incurred by USD 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of KSB its officers, employees or agents, in which event KSB shall be liable to USD 500 for such losses or damages sustained therefrom; provided that KSB in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

UNIFIED SCHOOL DISTRICT NO. 500
Kansas City, Wyandotte County, Kansas

ATTEST:

_____
Clerk of the Board

By _____
Board President

KANSAS SCHOOL FOR THE BLIND

By _____
Superintendent

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

LEASE AGREEMENT

This Lease Agreement (the Agreement) is made and entered into as of the 1st day of August, 2006 by and between **Unified School District No. 500, Wyandotte County, Kansas,** a Kansas quasi-municipal corporation, (the Owner) and **The Wyandot Center for Community Behavioral Healthcare, Inc.,** a Kansas non-profit corporation, (the Lessee).

In consideration of the covenants contained herein, the parties hereto agree as follows:

1. **Lease of Assets**. Owner hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Owner, "as is" and without any representations as to condition, pursuant to the terms and conditions set forth herein, certain real property and portions of the building thereon, located at 3334 Haskell, Kansas City, Kansas, known as Parker Elementary School, the legal description of which is attached hereto as Exhibit A, (the Property), to be used and occupied by Lessee as classroom and office space for Lessee's programs and for no other use or purpose whatever. Lessee shall have the right to utilize the entire first floor of the building on the Property, including but not limited to all classroom spaces, office spaces and the multipurpose room, during the entire Lease Term.

2. **Lease Term**. The lease of the Property shall be for a period of one (1) year. The term of the lease (the Lease Term) shall commence on August 1,2006 and shall continue through June 30, 2007. Possession of the Property shall be given to the Lessee at the commencement of the Lease Term. Notwithstanding the foregoing, this Lease may be sooner terminated as hereinafter provided.

3. **Security Deposit**. No security deposit shall be required of Lessee under the terms of this Agreement.

4. **Rent**. In consideration of the lease of the Property, Lessee agrees (a) to provide and pay for all ordinary upkeep and maintenance required in connection with the Property, and (b) to pay the cost of all utilities required in connection with the use of the Property.

   Any sums and charges which Lessee is obligated to pay to Owner under the terms of this Lease shall be considered as additional rent (Additional Rent), whether or not the same are designated as Additional Rent. If any Additional Rent remains unpaid for a period of fifteen (15) days after the date it is due, Lessee shall pay to Owner a late charge equal to five percent (5%) of the amount of such late payment.

5. **Insurance**. Beginning at the commencement of the Lease Term and continuing during the Lease Term, Owner agrees to insure the Property against fire, casualty, and other standard extended coverage losses so as to provide sufficient coverage to demolish any damaged or destroyed structures on the Property. Additionally, Owner agrees to obtain and maintain Comprehensive General Liability Insurance, covering all Owner's activities on the Property.
   Lessee shall obtain and maintain Comprehensive General Liability Insurance, covering all Lessee's activities on the Property, with limits of not less than $1,000,000 per person and per occurrence, and not less than $1,000,000 for property damage, or in the form of a combined limit policy of not less than $2,000,000. Lessee may also, at Lessee's sole option, cost and expense, obtain and maintain insurance covering all of Lessee's personal property located on the Property. Owner shall have no obligation with respect to insurance for or protection of Lessee's personal property.

6. **Use, Maintenance, and Improvements**.

   (a) Lessee shall accept the Property on an "as is, where is" basis, and if any equipment and other items are not in good working order, Owner shall not be obligated to make such repairs.

   (b) Lessee shall at all times during the term hereof maintain the Property in as good a condition as when the Property was delivered to Lessee hereunder, ordinary wear and tear and unavoidable casualties excepted.

(c) During the Lease Term, Owner shall provide ten (10) hours of ordinary janitorial services per week. Lessee agrees, at Lessee's own expense, to conduct and pay for any additional janitorial services required for and related to the Property.

(d) Lessee shall not commit or suffer waste of any nature whatsoever to the Property or any part thereof. Lessee shall not allow the Property or any part thereof or any activity thereon to become a nuisance. Lessee shall maintain and conduct Lessee's activities on the Property in a good, safe, prudent and businesslike manner. Lessee shall not permit anything on or about the Property which would make void or voidable any insurance now or hereafter obtained on the Property or the real property and building or the contents thereof.

(e) Lessee shall be entitled to make any structural or non-structural modification, alteration, addition, change, or improvement to the Property only with Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the Property by Lessee, with the exception of fixtures removable without damage to the Property and movable personal property, shall, unless otherwise provided by written agreement between Owner and Lessee, be the property of Owner and remain in the Property at the expiration or earlier termination of this Agreement.

7. **Use of Property by Owner.** During the term of this Lease, Owner reserves the right to utilize the Property being leased to Lessee by providing Lessee with notice of the intended use of the Property by Owner. Owner agrees that any such use shall not interfere unreasonably with Lessee's use of the Property.

8. **Utilities.** Owner shall provide and pay for all utilities required for the Lessee's use of the Property, and Lessee shall reimburse Owner for the costs of such utilities. Each month, Owner will deliver to Lessee a billing for the cost of the utilities for the Property, which amount Lessee shall pay to Owner, as Additional Rent, within fifteen (15) days of Lessee's receipt of such billing.

9. **Lessee's Obligations**. During the term of this Agreement, Lessee agrees to pay all amounts required hereunder, agrees to exercise reasonable care in Lessee's use and occupancy of the Property, agrees to maintain the Property in good repair and working order, and agrees to maintain insurance as specified under the terms of this Agreement. Further, Lessee agrees to assume all liability for injury, disability or death of any of Lessee's invitees, or other persons, or injury or damage to any property, which injury, damage, disability or death arises from Lessee's use and occupancy of the Property during the term of this Agreement, and Lessee further agrees to indemnify and hold Owner harmless from and against all such liability.

10. **Entry for Inspection, Repairs, and Alterations**. Owner shall have the right to enter the Property for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the Property.

11. **Waste, Nuisance, or Unlawful Use**. Lessee agrees that Lessee will not commit waste on the Property, maintain or permit to be maintained a nuisance on the Property, or use or permit the Property to be used in an unlawful manner.

12. **Waivers**. A waiver by Owner of a breach of any covenant or duty of Lessee under this Agreement is not a waiver of a breach of any other covenant or duty of Lessee or of any subsequent breach of the same covenant or duty.

13. **Quiet Enjoyment**. Lessee, upon paying all sums required hereunder and complying with all other provisions of this Agreement, shall have quiet enjoyment of the Property.

14. **Representations and Warranties of Lessee**. Lessee represents, covenants and warrants that:

(a) Lessee is duly organized and validly existing and in good standing under the laws of the State of Kansas. Lessee has full right, title and authority to execute and perform this Lease and consummate all of the transactions contemplated herein.

(b) Lessee shall give to Owner immediate written notice of the institution of any litigation, threatened litigation, proceeding, or threatened proceeding affecting the Lessee in any material way, the Owner, the Property, or the use of the Property.

15. **Representations and Warranties of Owner**. Owner represents, covenants, and warrants that:

(a) Owner is duly organized and validly existing and in good standing under the laws of the State of Kansas. Owner has full right, title, and authority to execute and perform this Lease and consummate all of the transactions contemplated herein.

(b) Owner shall give to Lessee prompt written notice of the institution of any litigation, threatened litigation, proceeding, or threatened proceeding affecting the Property or the use of the Property.

(c) There is no pending condemnation or similar proceeding affecting the real property and building of which the Property is a part or any portion thereof, and Owner has not received any written notice, and has no knowledge, that any such proceeding is contemplated.

(d) Owner is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(e) There are no actions, suits, claims, proceedings, or causes of action which are pending or have been threatened or asserted against, or are affecting, Owner or the Property or any part thereof in any court or before any arbitrator, board, or governmental or administrative agency or other person or entity which might have an adverse effect on the Property or any portion thereof, other than those actions, suits, claims, proceedings, or causes of action identified in writing and delivered by Owner to Lessee.

All of the warranties and representations of Owner shall survive any inspection or investigation made by or on behalf of Lessee.

16. **Obligation of Good Faith.** Owner and Lessee acknowledge that each has a duty to exercise its rights and remedies and perform its obligations reasonably and in good faith. Whenever the provisions of this Lease allow Owner or Lessee to perform or not to perform some act at its option or in its judgment, the decision to perform or not to perform such act must be reasonable, subject to the express limitations contained in this Lease.

17. **Redelivery of Property**. At the end of the term of this Agreement, Lessee shall quit and deliver up the Property to Owner in as good condition as it is now, ordinary wear, decay, and damage by the elements excepted.

18. **Destruction of Property And Eminent Domain**. In the event the Property is destroyed or rendered untenantable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the Property is taken by eminent domain, this Agreement shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this Agreement. The rental shall then be accounted for between Owner and Lessee up to the time of such injury or destruction or taking of the Property, Lessee paying up to such date and Owner refunding the rent collected beyond such date. Should a part only of the Property be destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rental shall abate in the proportion that the injured part bears to the whole Property. The part so injured shall be restored by Owner as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms. Any condemnation award concerning the Property shall belong exclusively to Owner.

19. **Notices**. In the event notices are to be given to Lessee, such notices shall be deemed to have been properly given only if addressed to:

Wyandot Center for Community Behavioral Healthcare, Inc.
757 Armstrong Avenue
Kansas City, Kansas 66101
Attn.: Pete Zevenbergen, Executive Director

or any other name or address chosen by Lessee, and (a) hand-delivered to Lessee personally, (b) delivered by reputable overnight delivery service, or (c) deposited in the United States Mail, registered or certified mail, return receipt requested, postage prepaid.

In the event any notices are to be given to Owner, such notices shall be deemed to have been properly given only if addressed to:

Unified School District No. 500, Wyandotte County, Kansas
625 Minnesota Avenue
Kansas City, Kansas 66101
Attn.: Dr. Cynthia Lane, Asst. Superintendent for Business and Instructional Support Services

or any other names or addresses chosen by Owner, and (a) hand-delivered to Owner personally, (b) delivered by reputable overnight delivery service, or (c) deposited in the United States Mail, registered or certified mail, return receipt requested, postage prepaid.

For the purposes hereof, the date of hand-delivery or the date three (3) days after the date of mailing shall be deemed to be the date on which notice has been given.

20. **Default**. If Lessee fails to pay any sums due hereunder or fails to fulfill any other of the obligations of this Agreement, then Lessee shall be in default of this Agreement, and such failure shall constitute a default hereunder. Upon such default, this Agreement, and all rights of Lessee hereunder, shall automatically terminate, and Owner may reenter the Property and retake possession and recover damages, including costs and attorney fees.

21. **Assignment or Subletting.** Lessee shall not assign or sublet, nor attempt to assign or sublet, Lessee's rights or interest under the terms of this Agreement without the prior written consent of Owner.

22. **Complete Agreement; Severability**. This Agreement embodies the entire agreement between the parties and may not be modified except by written instrument executed by both parties. If any provision of this Agreement is found to be invalid, such provision shall be considered to be deleted from this Agreement and shall not invalidate the remainder of the provisions hereof.

23. **Binding Effect**. The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this Agreement, and all covenants are to be construed as conditions of this Agreement.

24. **Governing Law and Venue**. This Agreement shall be construed in accordance with the laws of the State of Kansas, and any court action arising out of this Agreement shall be brought in Kansas.

25. **Capacity**. Each person executing this Agreement hereby represents and warrants that he or she has the authority to do so and that his or her signature shall bind the entity for which he or she signed.

26. **Attorney Fees**. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

27. **Time of the Essence**. It is specifically declared and agreed that time is of the essence of this Agreement.

28. **Paragraph Headings**. The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

OWNER:

UNIFIED SCHOOL DISTRICT NO. 500,
WYANDOTTE COUNTY, KANSAS,
a Kansas quasi-municipal corporation

By:_____

_____
[typed/printed name and title]

LESSEE:

THE WYANDOT CENTER FOR
COMMUNITY BEHAVIORAL HEALTHCARE, INC.,
a Kansas non-profit corporation

By:_____

_____
[typed/printed name and title]

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

EXHIBIT A

3334 Haskell - Parker Elementary School

CONTRACTUAL AGREEMENT BETWEEN WYANDOT CENTER, INC.'s WYANDOT ACADEMY AND UNIFIED SCHOOL DISTRICT No. 500

This agreement is made this first day of August 1, 2006, by and between Unified School District No. 500 Kansas City, Wyandotte County, Kansas (USD No. 500), and Wyandot Center, Inc. (WC) and for the purpose of providing services to severely emotionally disturbed students in a program; The Wyandot Academy.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Section 1: Responsibilities of USD No. 500, contingent on Wyandot Center's satisfactory performance of it's obligations hereunder, which shall be determined by USD No. 500, USD No. 500 shall do the following:

a) USD No. 500 will provide three teachers certified by KSDE to serve emotionally disturbed students at Wyandot Academy.
b) USD No. 500 will provide two para-educators to serve under the supervision of the USD No. 500 teachers of the emotionally disturbed.
c) USD No. 500 will provide school psychology services to the program.
d) USD No. 500 will provide transportation to and from the Wyandot Academy program.
e) USD No. 500 will provide food services to the Wyandot Academy program.
f) USD No. 500 will provide instructional materials, educational supplies and access to the Instructional Resource and Media Center.
g) USD No. 500 will be responsible for the enrollment and grading of students who participate in the Academy.
h) USD No. 500 will provide supervision of the educational portion of the Wyandot Academy program. This supervision will be provided by a Special Education Coordinator under the direction of the Director of Special Education.
i) USD No. 500 will provide facilities to house the Wyandot Academy program for the 2006-2007 school year.
j) USD No. 500 agrees to follow the "Lease Agreement" approved under separate cover.
k) USD No. 500 agrees to provide 10 hours per week of custodial care for the common areas; restrooms and bi-weekly care of classroom floor surfaces.
l) USD No. 500 agrees to reimburse WC for the cost of the licensed clinical social worker (LMSW) for duties performed by the LMSW that are directly related to the provision of special education or related services specified on the eligible students' Individual Education Plans at the rate set by the State of Kansas for categorical aid (not to exceed $21,000 per year).

Section 2: Responsibilities of WC

a) WC will provide two case managers to work with program students and their families.
b) WC will provide a licensed clinical/school social worker (LMSW) on site supervisor to oversee the day-to-day operations of the program and provide therapy following the individual treatment plans. In addition, the LMSW will collaborate with USD No. 500 and the special education coordinator to provide supervision to USD No. 500 employees following USD No. 500 policies and procedures for staff supervision.
c) WC will provide a copy of the Kansas licenses for the LMSW.
d) WC will provide attendant care for students as determined by WC staff.
e) WC will supervise their employees and determine the mental health services provided to students.
f) WC will provide a quarterly itemized statement to USD No. 500 for duties performed by the LMSW that are directly related to the provision of special education or related services specified on the eligible students' Individual Education Plans.
g) WC will adhere to the provisions of the "Lease Agreement" approved under separate cover

h) WC will bill USD No. 500 quarterly for the provision of special education related services by WC's licensed school social worker. The reimbursement shall be limited to the categorical aid reimbursement by Kansas State Department of Education (up to $21,000). In exchange WC will provide USD No. 500 proof of licensure prior to the request for reimbursement. The social work services shall be reflected on each student's Individual Education Plan.

Section 3: Areas of Mutual Responsibility

a) WC and USD No. 500 staff and their respective supervisors will mutually develop procedures, policies and programming for the Academy.
b) WC and USD No. 500 staff and their respective supervisors will determine admittance and exit of students to and from the Academy.
c) WC and USD No. 500 will share responsibility for staff in-service.
d) USD No. 500 agrees to maintain insurance for accident, health, workers compensation, and general liability purposes on all employees of USD No. 500.
e) WC agrees to maintain accident, health, workers compensation, and general liability for all of its employees working in support of the program.
f) WC shall not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of WC, its officers, employees or agents, in which event WC shall be liable to USD No. 500 for such losses or damages sustained therefrom.
g) USD No. 500 shall not be liable or obligated to WC for losses or damages incurred by WC under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to WC for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.
h) Each party shall be responsible for damages resulting from the acts and omissions of its employees.
i) WC and USD No. 500 agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability.

Section 4: Full Agreement

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of WC and USD No. 500; and such statement shall be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed or otherwise modified except in writing signed by all parties to the Agreement.

Section 5: Right to Terminate

Either party may at any time terminate this agreement effective at the end of the school year. Notice of termination must be provided by the party initiating termination 60 days prior to the termination date. Either party may immediately terminate this agreement for failure to comply with the terms and conditions of this agreement.

Section 6: Governing Law and Severability

This Agreement shall be governed by Kansas law; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section 7: HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 8: Notices

All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid (iii) or sent by overnight delivery service to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent of Business and Instructional Support Services
625 Minnesota Avenue
Kansas City, KS 66101

All notices sent to WC must be in writing and (i) hand delivered,(ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service to:

Wyandot Center
ATTN: Peter Zevenbergen
Executive Director
757 Armstrong Ave.
Kansas City, KS 66101

For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written. The signatures below verify approval of this Agreement by USD No. 500 Board of Education and WC.

WYANDOT CENTER, INC.

By: _____
Signature

Title: _____

UNIFIED SCHOOL DISTRICT NO. 500

By: _____
Signature

Title: _____

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

MEMORANDUM OF UNDERSTANDING BETWEEN WYANDOTTE COMPREHENSIVE SPECIAL EDUCATION COOPERATIVE AND UNIFIED SCHOOL DISTRICT NO. 500 (USD No. 500) AND WYANDOT CENTER OF KANSAS CITY, KANSAS (CONTRACTOR)

This MEMORANDUM OF UNDERSTANDING is made this first day of July, 2006, by and between the Unified School District No. 500, Kansas City, Wyandotte County, Kansas, (USD No. 500) the lead agency for the Wyandotte Comprehensive Special Education Cooperative and Wyandot Center (Contractor) for the purpose of working collaboratively to support students attending USD No. 500 schools, effective until June 30, 2007.

NOW, THEREFORE, in consideration of the mutual promises contained hereafter, the parties agree to the following terms:

1. **The student will qualify for services from Wyandot Center and be a student of USD No. 500.**

2. **Wyandot Center will not be liable or obligated to USD No. 500** for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Wyandot Center shall be liable to USD No. 500 for such losses or damages sustained there from; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

3. **USD No. 500 shall not be liable or obligated to Contractor** for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event USD No. 500 shall be liable to Wyandot Center for such losses or damages sustained there from; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

4. **Wyandot Center agrees to collaborate with USD No. 500** by providing a case manager to represent Wyandot Center during school based team meetings to include Student Improvement Team (SIT) or Individual Education Plan (IEP) meetings when the student meets eligibility criteria for both Wyandot Center and USD No. 500.

    a. Wyandot Center has identified the student as a client and has assigned a case manager.
    b. School is identified as a mental health need on the client's plan of care.
    c. Proper Releases of Information have been obtained authorizing USD No. 500 and Wyandot Center to exchange information.
    d. The case manager may initiate involvement in the school setting by contacting the principal and requesting a meeting with the Student Improvement or Individual Education Plan team.
    e. Only upon the recommendation of the S.I.T. or I.E.P. team to collaborate on the educational and mental health goals shall Wyandot Center staff be authorized to work with the student in the school setting during the student's school day.
    f. Mental health goals shall be written into the plan of care and signed by members of the appropriate school team. The goals must be consistent with the goals outlined on the S.I.T. or I.E.P. plan and be congruent with the educational charge of USD No. 500.

5. **USD No. 500 and Wyandot Center agrees the decision making** process will follow the Student Improvement Team or I.E.P. process. The recommendation will be to collaborate on mutually beneficial goals outlined on the educational plan and mental health plan of care. Specific mental health goals will be outlined including the outcomes expected and the indicators of goal completion and the discontinuation of school based services. USD No. 500 is responsible to initiate and facilitate the S.I.T. or I.E.P. process.

    a. The mental health case manager or attendant care provider may work individually with clients in the classroom or building upon recommendation of the S.I.T. or I.E.P. team.

b. The mental health case manager may observe the student in the education environment upon recommendation of the S.I.T. or I.E.P. team. The results of the observation shall be shared in writing with the S.I.T. or I.E.P. team who will give the observation due consideration in evaluating the student's educational needs.

6. **Attendant Care Provider's** contact and intervention is limited to the specific student/client whose educational and mental health plan has identified. The attendant care provider's sole purpose is the advancement of the student's needs as articulated in the mental health goals outlined on the plan of care.

7. **Wyandot Center staff** will comply with all school district policies and procedures while performing mental health duties on school district property. Any conflict in practices/services will be reported to the building administrator and to the appropriate agency supervisor.

8. **HIPAA Compliance.** In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

   a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

   b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

   c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

9. **The term of this agreement shall commence at the time that USD No. 500 initiates the S.I.T. or I.E.P. process and shall end on June 30, 2007.** This agreement may be renewed for a one-year period, from year-to-year, upon (30) thirty days written notice. Either party may terminate this agreement at any time by notification not less than sixty (60) days prior to the end of the agreement of such party's intent to terminate the agreement.

10. **The parties agree** that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability with respect to the obligations under this agreement.

11. **Notices.**

   a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Director of Special Education
   4601 State Ave.
   Suite 38/SPED
   Kansas City, KS 66102

   b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Wyandot Center
   ATTN: Peter Zevenbergen
   Executive Director
   757 Armstrong Ave.
   Kansas City, KS 66101

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

As witness whereof, the parties have duly executed this agreement on the date and year written below. The signatures verify approval of this agreement by USD No. 500 and Wyandot Center.

UNIFIED SCHOOL DISTRICT No. 500	WYANDOT CENTER
BY: _____	BY: _____
TITLE: _____	TITLE: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN UNIFIED SCHOOL DISTRICT No. 500, KANSAS CITY, WYANDOTTE COUNTY, KANSAS (USD No. 500) AND CATHOLIC COMMUNITY SERVICES (CONTRACTOR) FOSTER GRANDPARENTS PROGRAM

This Agreement made this first day of August, 2006 by and between Catholic Community Services Foster Grandparent Program (Contractor) and Unified School District No. 500, Kansas City, Wyandotte County, Kansas (USD No. 500) to evidence their mutual intent and desire to abide by the attached basic provisions, which become part of this agreement.

The sponsor representative, who will serve as liaison with the volunteer station, is Kathy Karr, Project Director; telephone number (913) 621-1504 ext. 161.

The Director of Special Education or designee will be the volunteer station representative, serve as liaison with the sponsor, and be directly responsible for volunteer orientation and supervision by either oar the parties.

Section I: Term

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. Either party may terminate the Agreement by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate thirty (30) days after receipt of such notice.

Section II: Duties and Responsibilities of Contractor

a. Place Foster Grandparent(s) in position to serve children with special or exceptional needs for a period of 20 hours per week, with approval of the Foster Grandparents Program (hereinafter "FGP") Project Director in accordance with FGP guidelines.

b. Recruit, refer, interview, and enroll volunteers in the project.

c. Provide orientation to volunteer staff prior to placement and at other times as appropriate.

d. Refer volunteers to the Director or designee for individual assignment.

e. Furnish adequate accident and liability insurance coverage, as required by FGP project guidelines.

f. Retain full responsibility for management and fiscal control of the project.

g. Arrange for transportation of all FGP volunteers to and from the volunteer station.

h. Arrange physical examinations for all Foster Grandparents prior to assignment.

i. Specify activities to be performed by the volunteers in cooperation with the FGP staff.

j. Provide inservice training for volunteers at least once a month, for four hours.

k. If Foster Grandparent is permanently assigned, ensure that an impact/accomplishment statement is signed and on file in the FGP office whereby outcomes/impact can be measured, in compliance with federally mandated Performance Results Act of 1993.

l. In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the station, and/or the sponsor.

Section III: Duties and Responsibilities of USD 500.

a. Designate a coordinator to serve as liaison to the project.

b. Provide supervision of volunteer(s) on assignment, in coordination with the sponsor.

c. Provide Foster Grandparents with assignments that utilize their skills and training.

d. Assist sponsor in the coordination of volunteer assignments, orientation, inservice instruction, and other project-related activities.

e. Reserve the right to request the sponsor to withdraw or reassign a volunteer.

f. Immediately inform Project Director if there is a problem with the Foster Grandparent or if placement is being terminated.

g. Provide one meal per day, per volunteer(s) within or after the four service hours.

h. Collect and validate appropriate volunteer reports for submission to the sponsor.

i. In consultation with the sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

j. Provide cash/in-kind contribution(s) in support of the project, not to exceed $8,200, for the provision of meals to the Foster Grandparents.

Section IV Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section V: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties

Section VI: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section VI: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD

No. 500's prior written consent.

Section VII: Governing Law and Severability.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section VIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability.

Section IX: Notices.

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Kimberly Shaw
   4601 State Avenue
   Suite 38/SPED
   Kansas City, Kansas 66102

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Catholic Community Charities
   ATTN: Kathy Carr
   2220 Central Ave.
   Kansas City, KS 66102

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

UNIFIED SCHOOL DISTRICT No. 500	CATHOLIC COMMUNITY SERVICES
BY: _____	BY: _____
TITLE: _____	TITLE: _____

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

AGREEMENT BETWEEN UNIVERSITY OF KANSAS MEDICAL CENTER AND UNIFIED SCHOOL DISTRICT No. 500

THIS AGREEMENT made this first day of August, 2006, by and between THE UNIVERSITY OF KANSAS MEDICAL CENTER (KUMC), and UNIFIED SCHOOL DISTRICT No. 500, KANSAS CITY, WYANDOTTE COUNTY, KANSAS, (USD No. 500) for the purpose of providing special education instruction to pediatric patients in KUMC's clinic or hospital.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained hereafter, the parties agree to the following terms:

SECTION I: Responsibilities of KUMC.

KUMC agrees to perform the following duties and provide the following information in furtherance of this Agreement:

(a) Establish special education services for outpatient school age children or children served through the pediatric clinic at KUMC. This program shall be for 226 days of school.
(b) Establish services for students attending USD No. 500 or other Cooperative districts. Services shall include:
- Liaison between school and KUMC
- Consultation with school regarding the needs of the student with a chronic health condition
- Support of school teams to develop or amend Individual Education Plan or Section 504 Accommodation Plan for the student with a chronic health condition
- Provide staff development for school personnel, including teachers, administrators, nurses and support staff, regarding the needs of a child with a chronic health condition
- Offer liaison services to other school districts following the fee structure established by USD No. 500
- Direct service to students assigned to homebound services by school teams (or consultation with other district personnel assigned to carry-out the homebound provision)
- Direct service to USD No. 500 (or Cooperative district) students

(b) Provide and maintain facilities and equipment at its own expense sufficient to equip classrooms and support necessary programs.

(c) Schedule and provide ancillary services to support and further the aims of the Program in conjunction with the services provided by the USD No. 500 staff.

SECTION II: Responsibilities of USD No. 500

In furtherance of this Agreement, USD No. 500 agrees to perform the following functions and provide the following support:

(a) Employ, with the approval of KUMC, a teacher certified in physically impaired or homebound instruction, to provide educational instruction for students residing in USD No. 500 and Wyandotte Comprehensive Special Education Cooperative participating districts, on a full-time basis for the period of this agreement. Supervision of the teachers, the provision of salary and other benefits, and the provision of teaching supplies and administrative assistance shall be the responsibility of USD No. 500.

(b) Provide qualified substitute for USD No. 500 personnel involved in the Program when such primary personnel are absent for extended sick leave and personal leave reasons.

(c) Evaluate and discipline employees providing services under this contract, with input from KUMC Administration and in accordance with USD No. 500's plan for evaluation which is approved and filed with the Kansas State Department of Education. Said evaluations shall be completed by USD No. 500.

(d) USD No. 500 agrees that it will inform its employees and agents who participate in the activities covered by this Agreement that a strict duty of confidentiality applies to all patient information which may be acquired in the course of their presence at KUMC. USD No. 500 agrees that its agents and employees shall not disclose any patient information to anyone without the proper release/consent documents executed by the children's parent or guardian. USD No. 500 further agrees that it will assume complete responsibility for any negligent breaches of patient confidentiality which are caused, directly or indirectly, by its employees or agents acting within the scope of their duties.

(e) Establish fee structure for districts outside of USD No. 500 and the Wyandotte Comprehensive Special Education Cooperative, in the event such district requires the services of USD No. 500 outlined by Section 1 (a).

SECTION III: Term

The terms of the Agreement shall commence on August 1, 2006 and shall end on June 30, 2007.

SECTION IV: Wages and Compensation

(a.) KUMC shall pay USD No. 500 an annual of $71,658 to be paid in three equal installments of ($23,886) beginning September 1 , January 1, and March 1st, of each year for which this Agreement is in effect. This sum does not include parking.

(b.) The Contractor is also subject to reimburse USD No.500, within thirty days of invoice, personnel costs incurred as a result of the application of the "sick-leave payback" provisions contained in the collective bargaining agreements governing the employment of USD No. 500 employees providing services under this Agreement and occurring during the school year covered (A copy of such agreements (SEC4.1.0.0.1.11) are attached as Exhibit A); The employee currently assigned to KU Med Center will be eligible for the sick-leave benefit at the end of the 2007-08 school year. Reimbursement not to exceed $17,200.

SECTION V: Relationship of the Parties

In providing the services to KUMC and its inpatients who are residents of the participating school districts, USD No. 500 employees designated to support the Program shall at all times be acting as contractors and not as agents of KUMC. KUMC shall neither have nor exercise any professional judgment of practice of USD No. 500 and its employees.

SECTION VI: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of KUMC including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards. In addition, the parties agree that all staff under contract and assignment to the program shall, under no circumstances, be reassigned by USD No. 500 to provide such services to other programs supported by USD No. 500, except upon the written agreement of both parties. KUMC shall support the Program by scheduling each participant's day to include attendance at therapeutic education classes and related services and to provide necessary staff to assist each participant in being at the appropriate place for classes at the scheduled time.

SECTION VII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omissions of USD No. 500 employees or agents. KUMC agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of KUMC's employees or agents. Claims against KUMC may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 725-6101 et seq as amended.

SECTION VIII: Access to Books and Records

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

SECTION IX: Termination

If this Agreement is terminated or if the Program established under the terms of this Agreement is disbanded, the equipment, software, supplies and other property accumulated for the Program and housed on KUMC property, shall remain the property of KUMC.

SECTION X: Non-discrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or handicap in the implementation of the Program in furtherance of the items of this Agreement.

SECTION XI: Governing Law and Severability

Contractor agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

SECTION XII: Confidentiality of Protected Health Information

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

SECTION XIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in the execution of the duties and obligations exercised herein.

SECTION XIV: Status of Employees

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of KSB. Similarly, KSB and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of KSB and not as agents of USD No. 500. Neither USD No. 500 nor KSB shall have, or exercise, any control over the professional judgment or practice of the other's employees.

SECTION XV: Notices

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Kansas City, Kansas Unified School District No. 500
ATTN: Dr. Cynthia Lane
625 Minnesota Avenue
Kansas City, KS 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

University of Kansas Medical Center
ATTN: Chet D. Johnson M.D.
Interim Chair, Children's Center
3601 Rainbow Blvd.
Kansas City, KS 66103

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

16. **Miscellaneous.**

a. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.

b. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN
UNIFIED SCHOOL DISTRICT NO. 500
KANSAS CITY, KANSAS PUBLIC SCHOOLS AND SOUTHEAST KANSAS EDUCATION SERVICE CENTER

THIS AGREEMENT made this first day of August, 2006 by and between Southeast Kansas Education Service Center (Contractor) and UNIFIED SCHOOL DISTRICT No. 500 KANSAS CITY, WYANDOTTE COUNTY, KANSAS, (USD No. 500) for the purpose of providing school psychologist services for students at Rainbow Mental Health, Kansas City, Kansas.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Section I: Term

a. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007.

b. The Agreement may be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

Section II: Relationship of the Parties

In providing the services to Contractor and its children with disabilities USD No. 500 and its employees designated to support the program shall at all times be acting under the auspices of USD No. 500 and not as agents of Contractor. Contractor will neither have nor exercise any control over the professional judgment or practice of USD No. 500 and its employees. At no time may an employee of Contractor or USD No. 500 engage in any practice of activities that is in violation of state and/ or local policies, procedures or regulations.

Section III: Responsibilities of Contractor

a. Contractor agrees to pay USD No. 500 the sum of $72,501. This fee includes $85,001 for salary and benefits plus $8,500 administrative fee, minus categorical aid estimated at $21,000. The total fee is subject to change dependent on the amount of special education categorical aid received by USD No. 500 from KSDE. This fee shall be paid as invoiced by USD No. 500 commencing on September 1, 2006. Should this agreement be terminated prior to the June 30, 2007, the Contractor shall be responsible for the entire fee unless USD No. 500 agrees in writing to release the Contractor from this agreement. (186 days + 40 days @ 5/8)

b. The Contractor is also subject to reimburse USD No.500, within thirty days of invoice, personnel costs incurred as a result of the application of the "sick-leave payback" provisions contained in the collective bargaining agreements governing the employment of USD No. 500 employees providing services under this Agreement and occurring during the school year covered (A copy of such agreements (SEC4.1.0.0.1.11) are attached as Exhibit A); The employee currently assigned to Rainbow school as the school psychologist will be eligible for the sick-leave benefit at the end of the 2008-09 school year. Approximate value of the benefit is $17,500.

Section IV: Responsibilities of USD No. 500

a. USD No. 500 will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in USD No 500's industry. USD No. 500 will forward a copy of its professional liability insurance certificate to Contractor prior to execution of this Agreement and will give prompt written notice of any material change in USD No. 500 coverage.

B. USD No. 500 shall provide one licensed school psychologist whose services and expertise shall be applied for the benefit of students participating in the school program at Rainbow Mental Health during the 2006-2007 school term.

Section V: Permits and Licenses

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

Section VI: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

Section VII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section VIII: Indemnification and Hold Harmless Agreement

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from

and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, or agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgement that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section IX: Access to Books and Records.

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section X: Liability for loss.

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XI: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XII: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XIII: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XIV: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XV: Governing Law and Severability. This Agreement shall be governed by the laws of the State of Kansas.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVI: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XVII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children through Southeast Kansas Education Service Center or other obligations exercised herein.

Section XVIII: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of Southeast Kansas Education Service Center. Similarly, Southeast Kansas Education Service Center and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of Southeast Kansas Education Service Center and not as agents of USD No. 500. Neither USD No. 500 nor Southeast Kansas Education Service Center shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XIX: Notices.

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent of Business and Instructional Support Services
625 Minnesota Avenue
Kansas City, Kansas 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Southeast Kansas Education Service Center
Attention Debbie Maxim
947 W. 47 Highway
P.O. Box 189
Girard, KS 66743-0189

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XX: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.
2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

KANSAS CITY KANSAS UNIFIED SCHOOL DISTRICT NO. 500	Contractor
_____ Signature	_____ Signature
_____ Printed Name & Title	_____ Printed Name & Title
_____ Date	_____ Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

ASSISTED TRANSPORTATION

1625 S. 45th Street • Kansas City, KS 66202
(913) 262-5190

This agreement is dated August 1, 2006, by and between Assisted Transportation Services Inc, hereinafter referred to as Assisted Transportation and Unified School District No. 500 Kansas City, Wyandotte County, Kansas, herein after referred to as USD 500.

Whereas, Assisted Transportation is a provider of wheelchair and ambulatory transportation services to individuals needing such specialized services, to and from various appointments, etc. and whereas USD 500 has students located within the metropolitan area of Kansas City that will on occasion need such services, the parties therefore in consideration of the foregoing agree as follows:

1. Terms of Agreement:

   A. This agreement shall commence on August 1, 2006 and shall continue in effect until June 30, 2007.

   B. This agreement may be canceled by either party upon thirty (30) days prior written notice, when consideration is given to any of the following conditions, to wit:

      1. Should USD No. 500 become dissatisfied with the quality of service being provided by Assisted Transportation.

      2. Should either party voluntarily file a petition in and for bankruptcy, reorganization, or an arrangement with creditors, or make general assignment for the benefit of the creditors or be adjudged bankrupt or fail to pay debts as they become due, or have a trustee, receiver or other custodian appointed on its behalf.

   C. The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services.

2. Rates and Charges:

   - Assisted Transportation agrees to provide transportation services to and from various residences, within the metropolitan area of Kansas City according to the attached rate schedule.
   - Additional passenger(s) for care attendant purposes will be allowed at no additional cost.
   - No pets will be transported, however "sight attendant" dogs are allowed.
   - Additional discounts may be available depending on the volume of service provided.

3. Request for Services:

A 24-hour advance notice is desirable for normal work-week transportation services, Monday thru Friday. Requests made less than 24 hours will be honored on an "as available" basis, however every attempt will be made by Assisted Transportation to accommodate this need. Request for services to be provided on either a Saturday or a Sunday must be made well in advance during normal work week business hours, Monday thru Friday, 8am-5pm.

4. Insurance:

Assisted Transportation warrants that it holds insurance in excess of that necessary to meet the minimum requirements of the State of Kansas to license such vehicles and certificate of insurance is available upon request.

5. Rate Schedule:

State	Pick-up Location	Base Rate (includes first 10 miles)		After first 10 miles
KS	Inside 435 corridor	$30 (one-way)	$60(round-trip)	$1.50/mile
KS	Outside 435 corridor	$35 (one-way)	$70 (round-trip)	$1.50/mile
MO	Inside 435 corridor	$35 (one-way)	$70 (round-trip)	$1.50/mile
MO	Outside 435 corridor	$40 (one-way)	$80 (round-trip)	$1.50/mile
A 'No Service' fee of $30.00 will be charged for trips cancelled with less than 1-hour notice.				

6. Payment of Services:

Assisted Transportation will provide invoices directly to USD No. 500 on a weekly basis. USD No. 500 agrees to pay said invoices on a monthly basis.

The foregoing represents the intentions of the parties. Any amendments hereto shall be upon the mutual written consent of both parties.

In witness whereof, the parties have hereby signed their names below.

USD No. 500

_____
Name

_____
Title

Assisted Transportation Services Inc.

_____
Name

_____
Title

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

Firstat
Nursing Services

SUPPLEMENTAL STAFFING AGREEMENT

THIS AGREEMENT is dated this 1st day of August 2006, by and between Unified School District No. 500 Kansas City, Wyandotte County, Kansas (USD No. 500) and FIRSTAT Nursing Services (FIRSTAT).

WHEREAS, USD No. 500 requires supplemental nursing personnel to work various shifts in said USD No. 500, and

WHEREAS, FIRSTAT has the necessary personnel and is willing to provide these personnel to USD No. 500.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, USD No. 500 and FIRSTAT agree as follows:

(1) TERM OF AGREEMENT

This Agreement shall commence on August 1, 2006 and shall continue in effect for a period of 1 year, to June 30, 2007. Thereafter, the Agreement shall continue in effect for an indefinite period of time and may be canceled by either party upon thirty (30) days prior written notice.

(2) USD No. 500 agrees that:

FIRSTAT shall be called for supplemental nursing personnel on an as needed basis.

USD No. 500 shall provide sufficient information about their specific needs so that FIRSTAT can match the skills and experiences of its employees to those needs.

USD No. 500 shall utilize assigned personnel for the specific need requested.

USD No. 500 agrees that FIRSTAT's duty to fill assignments is subject to the availability of qualified nurses.

During the term of this Agreement, USD No. 500 will not request through another service employees previously assigned by FIRSTAT to USD No. 500.

It shall be the responsibility of USD No. 500 to provide FIRSTAT with USD No. 500 information and policies so that orientation of supplemental nursing personnel can be given.

USD No. 500 nursing staff supervisors will assist FIRSTAT on a continuing basis, with evaluation of FIRSTAT personnel by providing performance information and/or access to clinical areas for observation by the FIRSTAT Director of Nursing Services.

USD No. 500 shall allow FIRSTAT supplemental nursing personnel (on their own time) to attend appropriate USD No. 500 staff development programs.

USD No. 500 acknowledges that the supplemental nursing personnel assigned to USD No. 500 by FIRSTAT are employees of FIRSTAT and agrees not to actively solicit FIRSTAT employees for direct employment with USD No. 500.

USD No. 500 will immediately inform FIRSTAT of any problems regarding FIRSTAT employees.

USD No. 500 will make available to FIRSTAT copies of all documentation about problems in which FIRSTAT employees are involved.

If, in the sole discretion of USD No. 500 Director of Nursing or his or her designee, a nurse assigned by FIRSTAT is incompetent, negligent, or has engaged in misconduct, USD No. 500 may require the nurse to leave USD No. 500's premises and shall inform FIRSTAT of this action immediately. USD No. 500's obligation to compensate FIRSTAT for said nurse's services shall be limited to the hours actually worked by such nurse and USD No. 500 shall have no further obligation with respect to such nurse's assignment.

USD No. 500 agrees to not make an employment offer to Firstat employees until a total of 1500 hours of assignments at said USD No. 500 have been completed.

USD No. 500 will reimburse FIRSTAT for four (2) hours of service should USD No. 500 cancel a shift 2 hours or less before said shift is to begin.

USD No. 500 shall pay FIRSTAT's bill weekly.

(3) FIRSTAT agrees that:

Upon request by USD No. 500, FIRSTAT shall assign nursing personnel to supplement the nursing service of USD No. 500.

FIRSTAT shall only provide supplemental nursing personnel with a minimum of one (1) years experience (in addition to education and/or training).

FIRSTAT shall maintain an employee file, on each of its employees, containing the following:

1. A completed application which includes skills, specialties and preferences.
2. Documentation of special education or training.
3. Two references which reflect satisfactory performance within the job category.
4. Verification that licensure cards have been seen and examined and validated with appropriate licensure boards.
5. Evidence of health status.
6. Dates of employment and orientation.
7. Job description
8. Performance evaluation.
9. Kansas Criminal Record Check.
10. Kansas EDL Check.

FIRSTAT shall match the skills and experience levels of its employees to the specific needs of USD No. 500.

FIRSTAT shall provide orientation for all new employees, which will include USD No. 500 information.

FIRSTAT shall notify USD No. 500 within 45 minutes of receipt of call as to standing of emergency or same day orders.

FIRSTAT shall give USD No. 500 priority service, that is unfilled orders will receive priority over unfilled orders of non-contract institutions.

FIRSTAT will not actively solicit USD No. 500 employees for employment.

All nursing personnel assigned to USD No. 500 pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of FIRSTAT. FIRSTAT shall assume sole and exclusive responsibility for the payment of wages to nursing personnel for services performed by them at USD No. 500. FIRSTAT shall, with respect to said nursing personnel, be responsible for withholding federal and state income taxes, paying Federal Social Security Taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by the State of **Kansas / Missouri**.

FIRSTAT shall provide general liability insurance and professional liability insurance for FIRSTAT, its agents and employees, with a liability limit of not less than 1,000,000.00 per occurence. (Copy of Certificate of Insurance is attached.)

Firstat®
Nursing Services

Supplemental nursing personnel shall comply with all provisions of the licensing law under which he or she is licensed, with regulations promulated thereunder, and with nursing policies adopted by USD No. 500 to protect the health and welfare of patients.

FIRSTAT is in compliance with all State and Federal laws applicable to the employment of the personnel assigned by it to USD No. 500.

FIRSTAT will bill USD No. 500 weekly for its services in accordance with attached rate schedule (attachment A). Such rates shall remain in effect for the term of the Agreement unless direct costs and/or minimum wages increases cause FIRSTAT to adjust rates. FIRSTAT shall give USD No. 500 a thirty (30) day written notice prior to price adjustment.

BINDING EFFECT

This Agreement shall be binding upon and shall unure to the benefit of FIRSTAT and USD No. 500 and to USD No. 500's successors and assigns only upon signature of approval by both parties and appropriate representatives.

THE FOREGOING represents the intentions of the parties. Any amendment thereto shall be upon the mutual written consent of the parties hereof.

NONDISCRIMINATION

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services.

INDEMNIFICATION CLAUSE

Each of the parties hereto agrees to fully indemnify and hold harmless the other party, it's directors, officers, employees, servants, agents, heirs, successors, and assigns from and against any and all claims, losses, costs, expenses, actions, and causes of action, arising out of or by reason of any damage or injury to persons or property suffered, or claimed to have been suffered, by any misconduct, omission, or negligence of the other party, it's directors, officers, employees, servants and agents. However, in no event shall the liability of USD No. 500 be greater than that which is found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of July, 2006.

USD No. 500 REPRESENTATIVE:

By: _____

FIRSTAT NURSING SERVICES REPRESENTATIVE:

By:_____

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO 500 AND KANSAS CITY, KANSAS HOUSING AUTHORITY (PREPARE HOUSE)

THIS AGREEMENT made this first day of August, 2006, and shall end June 30, 2007, by and between UNIFIED SCHOOL DISTRICT No. 500, KANSAS CITY, WYANDOTTE COUNTY, KANSAS, (USD No. 500), and KANSAS CITY, KANSAS HOUSING AUTHORITY (KSKHA), having an office at 1124 N. 9th Street, Kansas City, Kansas 66101, for the purpose of providing appropriate housing site for 18-21 year old disabled students to learn daily living skills in a realistic environment.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

SECTION I: RESPONSIBILITIES OF USD NO. 500

1. USD No. 500 will assign a certified special education teacher to provide learning experiences to 18-21 year old disabled students.
2. USD No. 500 will provide and supervise paraprofessionals to help facilitate students' daily living experience.
3. USD No. 500 will be responsible for transporting students with disabilities to and from the site.
4. USD No. 500 will provide all related special education services which are necessary to fulfill the IEP requirements.
5. USD No. 500 will provide telephone service for the site.
6. USD No. 500 shall maintain at USD No. 500 expense comprehensive general liability insurance and insurance for worker's compensation for all employees of USD No. 500.

SECTION II: RESPONSIBILITIES OF KANSAS CITY, KANSAS HOUSING AUTHORITY

1. KCKHA will provide appropriate housing site(s) for 18-21 year old disabled students to learn daily living skills in a realistic environment at 2207 and 2209 Ruby Avenue; Kansas City, Kansas.
2. KCKHA will provide utilities for the site.

SECTION III: LIABILITY FOR LOSS

1. KCKHA shall not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of KCKHA, its officers, employees or agents, in which event KCKHA shall be liable to USD No. 500 for such losses or damages sustained therefrom.
2. USD No. 500 shall not be liable or obligated to KCKHA for losses or damages incurred by KCKHA under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to KCKHA for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be

subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

SECTION IV: ASSIGNMENT

The parties agree that they shall not assign, transfer or sell the rights provided for under this Agreement without the written consent of the other. This Agreement shall be binding on the parties' successors-in-interest.

SECTION V: ENTIRE AGREEMENT AND MODIFICATION

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of KCKHA and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

SECTION VI: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

SECTION VII: NONDISCRIMINATION

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in the provision of services or other obligations contemplated herein.

SECTION VIII: DURATION

This Agreement shall commence and become effective when it is accepted and approved by the parties hereto and, shall end on July 31, 2007 (Expiration Date), subject to the provisions of this paragraph. The term of the Agreement may be terminated before the Expiration Date upon thirty (30) days written notice or as a result of a shortfall in state funding or as may be appropriate under Sections IX and X, herein. The term of the Agreement may be renewed automatically for two (2) years, unless notice of termination is provided no later than thirty (30) days before the Expiration Date.

SECTION IX: DEFAULT

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and grant the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits, the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

SECTION X: NOTICES

1. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Dr. Cynthia Lane
   Assistant Superintendent of Business and Instructional Support Services
   Kansas City, Kansas 66101

2. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Housing Authority

3. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received
   by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written. The signatures below verify approval of this Agreement by the KCKHA and the USD No. 500 Board of Education

KANSAS CITY, KANSAS HSG AUTH	UNIFIED SCHOOL DISTRICT NO. 500
By: _____	By: _____
Title: _____	Title: _____
Date: ___/___/___	Date: ___/___/___

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500 AND MAXIM HEALTHCARE SERVICES, INC.

This Agreement is entered into this first day of August, 2006 by between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and Maxim Healthcare Services, Inc. (Maxim), including its affiliates and subsidiaries.

USD No. 500 requires health care personnel to provide nursing services to USD No. 500 students under the general supervision of USD No. 500 and wishes to engage Maxim to provide such personnel to supplement USD No. 500's staff.

Maxim employs health care personnel and is willing to provide such personnel to USD No. 500.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Therefore, USD No. 500 and Maxim agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 **Term and Termination**. This Agreement will terminate on June 30, 2007. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.01 **Services.** Subject to availability of qualified Personnel (RNs and LP(V)Ns) and (certified) nurse's aides (collectively, Personnel), Maxim will, upon request by USD No. 500, provided one-to-one nursing services to physically and/or mentally disabled student(s). If a shift is cancelled by Maxim Personnel in advance, Maxim will be required to provide USD No. 500 with notice of the cancellation within 24 hours. If a shift is cancelled by Maxim Personnel without sufficient notice, Maxim will notify USD No. 500 Nursing Coordinator of the cancellation two (2) hours prior to the start of the shift. Services will be provided according to USD No. 500 calendar year, provided by USD No. 500 and includes, but not limited to, traveling to and/or from USD No. 500 on transportation by USD No. 500.

Section 2.02 **Personnel**. Maxim will supply USD No. 500 with Personnel who meet the following criteria:

1) Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to USD No. 500, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to USD No. 500 Administrator upon request.

2) Meet Maxim and USD No. 500 conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, with any other applicable hiring criteria, documentation of which will be kept in the Maxim employee file.

3) Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

Section 2.03 **Nurse Pool**. Maxim will establish a back-up Personnel pool to provide coverage in the event of Personnel sickness, vacation or unexpected termination, while still allowing for consistency in USD No. 500 student's care.

Section 2.04 **Insurance.** Maxim will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000, 000 in the aggregate, covering acts or omissions which may give rise to liability for services under this Agreement. Maxim will provide a certificate of insurance evidencing such coverage upon request by USD No. 500.

Section 2.05 **Employer Obligations.** Maxim will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. Maxim, or its subcontractor, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. A copy of such policies are attached as Exhibit B.

ARTICLE 3. RESPONSIBILITIES OF USD No. 500

Section 3.01 **Responsibility for Patient/Student Care.** USD No. 500 retains full authority for patient/student care while using Maxim personnel.

Section 3.02 **Individual Education Programs (IEP) or 504 Plan.** Services to be provided will be determined by the individual student's IEP/504 Plan. USD No. 500 will provide Maxim with student(s) IEP/504 Plan and all duties will be carried out on USD No. 500 premises including, but not limited to, the school bus or other mode of transportation when indicated by the student's IEP/504 Plan. USD No. 500 agrees and guarantees, through all reasonable and necessary means, that the IEP/504 Plan will not contradict any aspect of student's plan of care, as established by student's physician. Maxim agrees to execute all nursing duties required under this Agreement in accordance with a student's IDEA and Section 504 Individual Education Plan, when applicable, and, in accordance with state and federal law.

Section 3.03 **Right to Dismiss.** If USD No. 500's Board or designee determines that anyone provided by Maxim is incompetent, has engages in misconduct, or has been negligent, USD No. 500 may require such Personnel to leave the premises and will notify Maxim immediately. USD No. 500's obligation to compensate Maxim for such Personnel's services will be limited to the number of hours actually worked. Maxim will not reassign such Personnel to USD No. 500 without prior approval of USD No. 500's Board or designee. Maxim has the right to cure such incompetence by replacing incompetent Personnel with competent Personnel.

Section 3.04 **Insurance.** USD No. 500 will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in USD No. 500's industry. USD No. 500 will forward a copy of its professional liability insurance certificate to Maxim prior to execution of this Agreement and will give prompt written notice of any material change in USD No. 500 coverage.

Section 3.05 **Placement Fee.** USD No. 500 will take no steps to recruit or hire as its own employees those Personnel provided by Maxim during the term of this Agreement. USD No. 500 understands Maxim is not an employment agency and that Personnel are assigned to USD No. 500 to render temporary service(s) and are not assigned to become employed by USD No. 500. USD No. 500 further acknowledges the substantial investment in

business related costs incurred by Maxim to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervision Personnel. In the event that USD No. 500, or any affiliate, subsidiary, department, or division of USD No. 500 hires Personnel, USD No. 500 will be in breach of this Agreement and USD No. 500 agrees that if USD No. 500 recruits or hires Personnel who has been introduced to USD No. 500 through this Agreement, USD No. 500 agrees to give Maxim one hundred eighty (180) days notice of its intent to hire, continuing to staff Personnel through Maxim for a minimum of thirty-six (36) hours per seek through the one hundred eighty (180) days notice period or, USD No. 500 agrees to pay Maxim liquidated damages of five thousand dollars ($5,000.00) or the sum of thirty percent (30%) of such Personnel's annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 **Orientation.** Maxim will cooperate with USD No. 500 to provide Maxim Personnel with an adequate and timely orientation to USD No. 500. At a minimum, A USD No. 500 nurse will orientate Maxim Personnel to its hazardous communication procedures and USD No. 500 specific Exposure Control Plan as it pertains to OSHA requirements for bloodborne pathogens.

Section 4.02 **Non-discrimination.** Neither Maxim nor USD No. 500 will discriminate on the basis of race, age, gender, national origin, religion, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.01 **Rates.** Maxim will supply Personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 **Billing.** Maxim will submit invoices to USD No. 500 every week for Personnel provided to USD No. 500. Invoices shall be submitted to the following address:

Wyandotte Comprehensive Special Education Cooperative
Attn: Kimberly Shaw, Deputy Director of Special Education
4601 State Avenue, Suite 38/sped
Kansas City, Kansas 66102

Section 5.03 **Payment.** All amounts due to Maxim are due and payable within thirty (30) days from date of invoice. USD No. 500 will send all payments to the following address:

Maxim Healthcare Services, Inc.
12559 Collections Center Dr.
Chicago, IL 60693

Rates.
Charges will be based on a rate of $35.00 hour for services provided by a LPN, not to exceed eight (8) hours a day, and $37.00 hour for services rendered by a RN, not to exceed eight (8) hours a day. Periods of work completed less than one (1) hour will be computed on a *pro rata* basis to the nearest quarter (1/4) hour. Time worked in excess of the hourly limit mentioned in this section will be reviewed on a per case basis to determine if the hours worked will be authorized and paid by USD No. 500.

Section 5.04 **Late Payment.** Invoices not paid within sixty (60) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 ½%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.06 **Rate Change.** Maxim will give USD No. 500 at least thirty (30) days advance notice of any change in rates, to be mutually agreed upon in writing by both parties.

ARTICLE 6. GENERAL TERMS

Section 6.01 **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

Section 6.02 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 **Indemnification.** Maxim agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Maxim, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Maxim, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, or agents under this Agreement.

Section 6.04 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Kansas City, Kansas Public Schools
Attn: Dr. Cynthia Lane
625 Minnesota Avenue
Kansas City, KS 66101

Maxim Healthcare Services, Inc.
7080 Samuel Morse Dr.
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
6950 Squibb Rd.
Mission, KS 66202
ATTN: Kevin Bollin

Section 6.05 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.06 **Integration of Contract.** This Agreement constitutes the full integration and entire contract between USD No. 500 and Maxim regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the state of Kansas.

Section 6.07 **Availability of Personnel.** The parties agree that Maxim's duty to supply Personnel on request of USD No. 500 is subject to the availability of qualified Maxim Personnel. The failure of Maxim to provide Personnel or the failure of USD No. 500 to request Personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.08 **Compliance with Laws.** Maxim agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 **HIPAA Compliance.** In instances where Maxim receives Protected Health Information (PHI) from USD No. 500, Maxim agrees that it shall:

1) comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.
2) not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Maxim shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
3) promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

USD No. 500 and Maxim has acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

KANSAS CITY, KANSAS PUBLIC SCHOOLS	MAXIM HEALTHCARE SERVICES, INC.
_____	_____
Signature	Signature
_____	Stephen Walsh, Regional Controller
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

AGREEMENT BETWEEN SIGN LANGUAGE SPECIALISTS, L.L.C. AND UNIFIED SCHOOL DISTRICT NO. 500

This Agreement made this first day of August, 2006, and shall end by June 30, 2007, by and between Interpreting Solutions Inc. (Contractor) and Unified School District No. 500, Kansas City, Wyandotte County, Kansas (USD No. 500) for the purpose of providing sign-language interpreter services for children and families served by Wyandotte Comprehensive Special Education Cooperative.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises contained hereafter, the parties agree to the following terms:

1. The Contractor will provide up to thirty (30) hours per interpreter per week of sign-language interpreter services for the benefit of a special education student(s) at sites determined by the USD No. 500 Director of Special Education or his/her designee. The Contractor agrees to provide translation services in the classroom setting following the guidelines set forth by the Kansas State Department of Education and the Kansas Department of Health and Environment.

2. The Contractor, when providing sign-language interpreter services, shall be deemed an independent agent and not an employee of USD No. 500.

3. The Contractor is responsible for assisting interpreters in advancing their training.

4. In the event of liability assessed against the Contractor with respect to provision of services as described in paragraph 1 above, the parties agree that the Contractor shall bear responsibility, culpability, and liability for any damages, remedies or awards resulting from litigation, arbitration, administrative adjudication, alternative dispute resolution, or other proceedings.

5. The Contractor agrees to maintain insurance for accidents and general liability purposes while providing services under this Agreement.

6. The Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of the Contractor in which case the Contractor shall be liable to USD No. 500 for such losses or damages sustained there from.

7. USD No. 500 agrees to pay $34.00 (thirty-five dollars for each hour of sign-language interpreter services provided by the Contract) for a maximum of thirty (30) hours per interpreter per week for 38 weeks during the 2006-2007 school year, or a maximum due under this agreement of $34,680.00) unless USD No. 500 agrees in writing to increase the number of hours worked and to further reimbursement. In the case of student absence a two (2) hour maximum payment will be made. No payment made when school is not in session due to inclement weather or scheduled closure, such as inservice. The Contractor's expenses shall be paid within 60 days of contractor's submission of an invoice showing the number of hours at the hourly rate with the

Social Security Number of the Contractor to USD No. 500 accompanied by copies of monthly time sheets.

8. USD No. 500 agrees to provide $.40 cents per mile for each mile of travel required to provide the sign-language interpreter services, not to exceed 75 miles round trip as supported by mileage trip documentation.

Section VII: Policies and Procedures

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

Section VIII: Insurance

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for all claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended.

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.

General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section IX: Indemnification and Hold Harmless Agreement

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by

any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, o agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section X: Access to Books and Records.

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section XI: Liability for loss.

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom;

provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XII: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XIII: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XIV: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XV: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XVI: Governing Law and Severability. This Agreement shall be governed by the laws of the State of Kansas.

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVII: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XVIII: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at the Tots & Tales Montessori Child Care Center or other obligations exercised herein.

Section XIX: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of Bonner Springs Head Start. Similarly, Bonner Springs Head Start and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of Bonner Springs Head Start and not as agents of USD No. 500. Neither USD No. 500 nor Bonner Springs Head Start shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XX: Notices

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Dr. Cynthia Lane
   Assistant Superintendent of Business and Instructional Support Services
   Kansas City, KS 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Sign Language Specialists, L.L.C.
   ATTN: Lisa Bolding
   P.O. Box 954
   Lee's Summit, MO 64063

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

As witness whereof, the parties have duly executed this agreement and the date and year written below. The signatures verify approval of this agreement by the Contractor and USD No. 500.

UNIFIED SCHOOL DISTRICT NO. 500
KANSAS CITY,
WYANDOTTE COUNTY, KANSAS

Interpreting Solutions

By:_____
President, USD No. 500 Board of Education Representative

By:_____
Sign Language Specialists

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACTUAL AGREEMENT BETWEEN WYANDOT CENTER, INC.'s AND UNIFIED SCHOOL DISTRICT No. 500

This agreement is made this first day of August 1, 2006, by and between Wyandot Center, Inc. (hereinafter (WCO) and Unified School District No. 500 (hereinafter USD No. 500), Wyandotte County, Kansas for the purpose of providing services to students attending Fairfax Campus (a school operated by USD No. 500) who are also clients of WCO.

Section 1: Responsibilities of USD No. 500, contingent on the Wyandot Center's satisfactory performance of it's obligations hereunder, which shall be determined by USD No. 500, USD No. 500 shall do the following:

a) USD No. 500 will provide all academic and support personnel.
b) USD No. 500 will responsible for the all operations associated with a school including enrollment and grading of students, supervision of students.
c) USD No. 500 will provide a principal responsible for the operation of all aspects of school operation, and supervise all staff assigned to and working on the Fairfax campus.
d) USD No. 500 will develop and oversee the instructional program, curriculum, "master schedule", and behavioral intervention practices implemented on the Fairfax campus.
e) USD No. 500 will provide school social workers. The functions of the social workers are to:
*provide social and problem solving skill development with students
*provide crisis intervention to include de-escalation of the student, communication with families, and consultation with mental health staff
*coordinate of school and mental health goals with school personnel, mental health personnel, and families
*facilitate social skills instruction following the district social skills curriculum
*collaborate with other members of the school team to design individual planning for all students attending the campus

Section 2: Responsibilities of WC

a) WC will provide 1 "case manager" for the purpose of providing mental health services to Fairfax students who are also "clients" of Wyandot Center. The functions of the case manager is to: * facilitation of psychosocial skill groups for Center clients
* develop of individual and family strength assessment
* develop of appropriate mental health goals
* assisting clients in transition to home school or less restrictive placement by providing individual support and coordination of services and mental health of the student
* individual social and problem solving skill development with students
*provide crisis intervention including de-escalation of the student, liaison to access additional services
*coordinate of mental health and school goals with parents or guardians and school personnel
*collaborate with other members of the school team to design individual planning for all students attending the Campus who are also clients of the WC.
* broker community resources to meet the needs of students
b) WC will provide attendant care for students as determined by WC procedures and agreement of the school team.
c) WC will provide a WC supervisor to work collaborative with the USD No. 500 principal to supervise WC staff assigned to and working on the Fairfax campus.
d) WC staff will secure consent for students to participate in mental health services offered by the Center while attending Fairfax.

Section 3: Areas of Mutual Responsibility

a) WC shall not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of WC, its officers, employees or agents, in which event WC shall be liable to USD No. 500 for such losses or damages sustained therefrom.
b) USD No. 500 shall not be liable or obligated to WC for losses or damages incurred by WC under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to WC for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.
c) Obtain proper Releases of Information authorizing USD No. 500 and Wyandot Center to exchange information.
d) Each party shall be responsible for damages resulting from the acts and omissions of its employees.
e) WC and USD No. 500 agree that they shall not discriminate against anyone on the basis of age, race, sex, national origin, religion or disability.

Section 4: Full Agreement

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of WC and USD No. 500; and such statement shall be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed or otherwise modified except in writing signed by all parties to the Agreement.

Section 5: Right to Terminate

Either party may at any time terminate this agreement effective at the end of the school year. Notice of termination must be provided by the party initiating termination 60 days prior to the termination date. Either party may immediately terminate this agreement for failure to comply with the terms and conditions of this agreement.

Section 6: Governing Law and Severability

This Agreement shall be governed by Kansas law; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section 7: HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

1. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall

implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

3. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 8: Notices

All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid (iii) or sent by overnight delivery service to:

Unified School District No. 500/ Wyandotte Comprehensive Special Education Cooperative
ATTN: Kimberly Shaw, Deputy Director of Special Education
Director of Special Education
Wyandotte Comprehensive Special Education Cooperative
4601 State Avenue, Suite38/ Sped
Kansas City, KS 66102

All notices sent to WC must be in writing and (i) hand delivered,(ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service to:

Wyandot Center
ATTN: Peter Zevenbergen
757 Armstrong Ave.
Kansas City, KS 66101

For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written. The signatures below verify approval of this Agreement by USD No. 500 Board of Education and WC.

WYANDOT CENTER, INC.

By: _____
Signature

Title _____

UNIFIED SCHOOL DISTRICT NO. 500

By: _____
Signature

Title: _____

CONTRACTUAL AGREEMENT BETWEEN WYANDOT CENTER, INC. AND UNIFIED SCHOOL DISTRICT No. 500, KANSAS CITY, WYANDOTTE COUNTY, KANSAS YOUTH ENRICHMENT SKILLS PROGRAM

This agreement is made this first day of August, 2006, by and between Wyandot Center, Inc. (WC) and Unified School District No. 500, Kansas City, Wyandotte County, Kansas for the purpose of providing on site mental health services.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

WHEREAS, The Youth Enrichment Skills (YES) Program at WEES is a partnership between WC and Unified School District No. 500, Kansas City, Wyandotte County, Kansas to provide on site mental health services.

WHEREAS, the Kansas City, Kansas School District and WC recognize the need for students with a Severe Emotional Disturbance (SED) to develop the skills and receive the support necessary to succeed in school.

WHEREAS, the YES Program is designed to teach and enhance coping and social skills to students whose behavior and/or emotional needs interfere with their school performance, with the goal of helping students be successful in the least restrictive school environment.

WHEREAS, the YES Program offers activity based groups for students to learn the skills to cope with peers, teachers, and the stress associated with attending school. WC, teachers, school administrators, and parents or guardians are partners in helping each student practice and develop the tools to be successful.

WHEREAS, it is the underlying principle of the YES Program that children learn best through play. As such, new skills are taught through activity based groups that are based upon the Boys Town Social Skills Curriculum.

WHEREAS, WC and WEES agree as follows:

Section 1: Responsibilities of WC

(a) WC staff facilitate two skill-building groups twice a week for sixty (60) minutes each on site at each school building.

(b) Students learn skills in listening, following directions and ignoring distractions, accepting "no", dealing with teasing, coping with frustration and problem solving.

(c) WC staff share the topics and step-by-step skill instructions with the students' teachers, families, DWES administrative staff and social worker(s).

(d) Teachers, administrative staff, social worker(s) and parents receive written comments about the student's participation following each session.

(e) Parents may choose to receive additional services such as individual or family counseling, case management, or psychiatric services through WC for which parents and/or legal guardians would be financially responsible.

(f) WC assumes all responsibility for collection of payment for services.

Section 2: YES Program Goals and Objectives.

(a) Participants will demonstrate the ability to interact with teachers, students, parents and others in an acceptable manner.

(b) Participants will maximize their academic potential.

(c) Participants will remain in the least restrictive school placement.

Section 3: Admission Criteria

(a) The student's behavioral or emotional needs interfere with his/her ability to be successful in school.

(b) The student's behavior has been addressed according to the USD No. 500 Code of Conduct.

(c) The child meets WC's definition of Severely Emotionally Disturbed (SED).

(d) The parents, school and WC agree that the student will potentially benefit from participation in the YES Program.

(E) The parents are in agreement with their child participating in the YES Program and agree for their child to become a client of WC.

(f) The parent has signed a release authorizing WC and WEES to exchange information.

Section 4: Liability for Loss

Contractor shall not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section 5: Assignment

The parties agree that they shall not assign, transfer or sell the rights provided for under this Agreement without the written consent of the other.

Section 6: Nondiscrimination

The parties agree that they shall no discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in the execution of the duties and obligations exercised herein.

Section 7: Full Agreement

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of WC and USD No. 500; and any such verbal statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed or otherwise modified except in writing signed by all parties to the Agreement.

Section 8: Governing Law and Severability

This Agreement shall be governed by Kansas law, and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that this Agreement shall be considered null and void in its entirety.

Section 9: Confidentiality

Personnel of WC and USD No. 500 agree to adhere to all confidentiality statutes, rules, ordinances and regulations related to the disclosure of records or confidential information pertaining to students and families.

Section 10: Insurance

WC agrees to maintain general liability insurance for all WC employees associated with the Program and insurance for workers compensation for all WC employees participating in the Program.

Section 11: Duration

(a) The Agreement shall be effective July 1, 2006 and shall end on June 30, 2007. This Agreement may be renewed for two successive terms of one year each. The continuation of this Agreement is expressly contingent upon the receipt of continued funding by the United States Department of Education under terms provided for and approved by both parties.

(b) The Agreement may be terminated by either party providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate thirty (30) days after receipt of such notice.

Section 12: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits, the party shall not be considered in default under the terms of the Agreement, and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated

Section 13: Notices

(a) All notices sent to USD No. 500 must be in writing and hand delivered to:

Wyandotte Comprehensive Special Ed Coop
c/o The Education Center
ATTN: Kimberly Shaw, Deputy Director of Special Education
4601 State Ave; Ste 38/SPED
Kansas City, KS 66102

(b) All notices sent to WC must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service to:

Wyandot Center
ATTN: Peter Zevenbergen
Executive Director
757 Armstrong Ave.
Kansas City, KS 66101

(c) For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written. The signatures below verify approval of this Agreement by USD No. 500 Board of Education and Wyandot Center.

WYANDOT CENTER, INC.

By:_____
Signature

Title: _____

UNIFIED SCHOOL DISTRICT NO. 500

By: _____
Signature

Title: _____

PARTICIPAITNG SCHOOLS:

John F Kennedy Elementary School
2600 N. 72nd St.
Kansas City, KS 66109

Quindaro Elementary School
2800 Farrow
Kansas City, KS 66104

Welborn Elementary School
5200 Leavenworth Rd.
Kansas City, KS 66104

Clark Middle School
420 Bluegrass
Bonner Springs, KS 66012

Wyandotte High School
2501 Minnesota Ave.
Kansas City, KS 66102

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
Creative Pathways, Contractor

1. **Parties**. This Agreement is made on this first day of August, 2006 between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and Creative Pathways (Contractor), with legal address of 4512 W. 139th Street, Leawood, Kansas 66224, effective from August 1, 2006 until June 30, 2007.

2. **Mutual Agreement - Independent Contractor**. USD No. 500 retains Contractor to perform consultation as a behavior interventionists providing training for teachers and paraprofessionals working with students having autism spectrum disorders or pervasive developmental disorders, and Contractor agrees to serve USD No. 500, under and as provided in this Agreement. In addition to training, the Contract agrees to conduct Functional Behavioral Assessments and assists teams to develop Behavior Intervention plans as requested by the Director of Special Education or designee.

   Contractor is an independent professional performing services for USD No. 500. As such, Contractor is not an agent or employee of USD No. 500. Contractor will not be entitled, among other things, to share in employee benefits available for regular employees of USD No. 500. Similarly, USD No. 500 will have no obligations with respect to contractor that USD No. 500 may otherwise have, at law, with respect to regular employees. USD No. 500 shall neither have nor exercise any control over the professional judgment or practice of Contractor and its employees.

3. **Term**. This Agreement shall commence and become effective when it is accepted and approved by the parties hereto with August 1, 2006 initiation and, shall end on June 30, 2007, subject to this the provisions of this paragraph and paragraph 11. The term of the Agreement may be terminated before the Expiration Date pursuant to paragraph 7. The term of the Agreement may be renewed automatically for one (1) year from year-to-year thereafter, unless notice of termination is provided by either party no later than twenty (20) days before the Expiration Date.

4. **Contractor's Duties**. Contractor shall perform services requested by USD No. 500 in connection with USD No. 500's business including staff development and training of specialized techniques such as Discrete Training Intervention, Applied Behavior Analysis, and data collection; conduct Functional Behavior Assessments and assist in the development of Behavior Intervention Plans; model and support targeted students for the purpose of building the capacity of USD No. 500 staff to implement specialized programming. Performance of the duties shall be for up to 37.5 hours per week. Duties will be assigned by the Special Education Coordinator of programs serving children with Autism Spectrum Disorders with approval by the Director of Special Education.

5. **Fee**. USD No. 500 shall pay Contractor an hourly fee for services required under this Agreement of twenty-eight dollars ($28.00) per hour, eight hours per day for a maximum of 1720 hours over 43weeks (maximum fee $47,160). This fee shall be paid monthly upon receipt of statement provided by the Contractor, payable on the first business day of each month commencing on September 1, 2006. Should this Agreement be terminated before the Expiration Date pursuant to paragraph 7, USD No. 500 shall only be responsible for monthly payments to Contractor for those months in which Contractor competently performed duties under this Agreement.

6. **Reimbursement of Expenses**. In addition to the fee provided in paragraph 5, USD No. 500 shall reimburse the Contractor for approved expenses incurred by Contractor that are attributable or properly allocable to the services provided to USD No. 500 under this Agreement up to a maximum of $100 per pay period. This includes in-district mileage expenses at the approved reimbursement rate of 41 cents per mile. Such Contractor expenses shall be in addition to the maximum fee amount in paragraph 5. Contractor's expenses shall be paid within 60 days of Contractor's submission of a bill to USD No. 500 accompanied by copies of vouchers or an itemized account of expenditures, but not more often than once per month.

7. **Right to Terminate**. USD No. 500 may at any time terminate this Agreement, without cause, upon 10 days prior written notice to Contractor. USD No. 500 may immediately terminate this Agreement for failure of Contractor to comply with the terms and conditions of this Agreement. The Contract maintains the right to terminate this agreement with 10 days written notice provide to USD No. 500.

8. **Professional Obligations**. Contractor shall perform all services under this Agreement in accordance with generally accepted practices and principles of Contractor's profession. The Contractor shall also maintain and provide a copy to USD No. 500 evidence of qualifications to perform the duties outlined in the contract. The evidence shall be submitted prior to the commencement of this agreement so as to allow review and validation, as sufficient by the Director of Special Education. This Agreement is subject to the laws, rules, and regulations governing the Contractor's profession imposed by governmental authorities or professional associations of which Contractor is a member. Contractor shall also maintain, at Contractor's expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than one million dollars ($1,000,000.00). Such insurance coverage shall explicitly cover all duties expressed in paragraph 4 above. Additionally, Contractor agrees that he/she will indemnify and save USD No. 500 harmless from any and all loss, claims, expenses, action, causes of action, costs, attorneys fees, damages and obligations, final or otherwise, arising from any and all acts of Contractor/ his/her agents, employees, licensees, resulting in injury to property of USD No. 500 or third parties, arising from Contractor's acts and omissions of the duties set forth in paragraph 4 above. Contractor will provide a copy of insurance policy upon request of USD No. 500.

9. **Assignment**. This Agreement may not be assigned by Contractor without the prior written consent of USD No. 500. Contractor may not delegate Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

10. **Entire Agreement and Modification**. This Agreement contains the entire agreement between the parties. This Agreement may not be modified except by later written agreement signed by both parties.

11. **HIPAA Compliance**. In instances where [VENDOR] received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

    a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

    b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. [VENDOR] shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

    c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

12. **Governing Law and Severability.**

    This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

13. **Notices.**

a. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Kimberly Shaw
4601 State Ave.
Suite 38/SPED
Kansas City, KS 66102

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Creative Pathways
ATTN: Diane Agresti
4512 W. 139th St.
Leawood, KS 66224

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

USD No. 500:

By: _____
Signature
Title _____

CONTRACTOR:

By: _____
Signature
Title _____

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
Sue Werner, Contractor

This Agreement is made on this first day of August, 2006 between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and Sue Werner (Contractor), with legal address of 10905 W. 50th Street , Shawnee, Kansas 66224, effective from August 1, 2006 until June 30, 2007.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

SECTION I: MUTUAL AGREEMENT INDEPENDENT CONTRACTOR

USD No. 500 retains Contractor to perform consultation as a behavior interventionists providing training for teachers and paraprofessionals working with students having autism spectrum disorders or pervasive developmental disorders, and Contractor agrees to serve USD No. 500, under and as provided in this Agreement. In addition to training, the Contract agrees to conduct Functional Behavioral Assessments and assists teams to develop Behavior Intervention plans as requested by the Director of Special Education or designee.

Contractor is an independent professional performing services for USD No. 500. As such, Contractor is not an agent or employee of USD No. 500. Contractor will not be entitled, among other things, to share in employee benefits available for regular employees of USD No. 500. Similarly, USD No. 500 will have no obligations with respect to contractor that USD No. 500 may otherwise have, at law, with respect to regular employees. USD No. 500 shall neither have nor exercise any control over the professional judgment or practice of Contractor and its employees.

SECTION II: TERM

This Agreement shall commence and become effective when it is accepted and approved by the parties hereto with August 1, 2006 initiation and, shall end on June 30, 2007, subject to this the provisions of this paragraph and paragraph 11. The term of the Agreement may be terminated before the Expiration Date pursuant to paragraph 7. The term of the Agreement may be renewed automatically for one (1) year from year-to-year thereafter, unless notice of termination is provided by either party no later than twenty (20) days before the Expiration Date.

SECTION III: CONTRACTOR'S DUTIES

Contractor shall perform services requested by USD No. 500 in connection with USD No. 500's business including staff development and training of specialized techniques such as Behavior Modification, Reinforcement Systems, and data collection; conduct Functional Behavior Assessments and assist in the development of Behavior Intervention Plans; model and support targeted students for the purpose of building the capacity of USD No. 500 staff to implement specialized programming. Performance of the duties shall be for up to 37.5 hours per week. Duties will be assigned by the Special Education Coordinator of programs serving children with Emotional Disorders with approval by the Deputy Director of Special Education.

SECTION IV: FEE

USD No. 500 shall pay Contractor an hourly fee for services required under this Agreement of twenty-eight dollars ($51.50) per hour, eight hours per day for a maximum of 860 hours over 43weeks (maximum fee $44,290). This fee shall be paid monthly upon receipt of statement provided by the Contractor, payable on the first business day of each month commencing on September 1, 2006. Should this Agreement be terminated before the Expiration Date pursuant to paragraph 7, USD No. 500 shall only be responsible for monthly

payments to Contractor for those months in which Contractor competently performed duties under this Agreement.

SECTION V: REIMBURSEMENT OF EXPENSES

In addition to the fee provided in paragraph 5, USD No. 500 shall reimburse the Contractor for all expenses incurred by Contractor that are attributable or properly allocable to the services provided to USD No. 500 under this Agreement up to a maximum of $100 per pay period. This includes in-district mileage expenses at the approved reimbursement rate of .43 cents per mile. Contractor expenses provided for in Paragraph 6 shall be over and above the maximum amount in paragraph 5. Contractor's expenses shall be paid within 60 days of Contractor's submission of a bill to USD No. 500 accompanied by copies of vouchers or an itemized account of expenditures, but not more often than once per month.

SECTION VI: RIGHT TO TERMINATE

USD No. 500 may at any time terminate this Agreement, without cause, upon 10 days prior written notice to Contractor. USD No. 500 may immediately terminate this Agreement for failure of Contractor to comply with the terms and conditions of this Agreement. The Contract maintains the right to terminate this agreement with 10 days written notice provide to USD No. 500.

SECTION VII: PROFESSIONAL OBLIGATIONS

Contractor shall perform all services under this Agreement in accordance with generally accepted practices and principles of Contractor's profession. The Contractor shall also maintain and provide a copy to USD No. 500 of evidence of qualifications to perform the duties outlined in the contract. The evidence shall be reviewed and validated as sufficient by the Director of Special Education. This Agreement is subject to the laws, rules, and regulations governing the Contractor's profession imposed by governmental authorities or professional associations of which Contractor is a member. Contractor shall also maintain, at Contractor's expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than one million dollars ($1,000,000.00). Such insurance coverage shall explicitly cover all duties expressed in paragraph 4 above. Additionally, Contractor agrees that he/she will indemnify and save USD No. 500 harmless from any and all loss, claims, expenses, action, causes of action, costs, attorneys fees, damages and obligations, final or otherwise, arising from any and all acts of Contractor/ his/her agents, employees, licensees, resulting in injury to property of USD No. 500 or third parties, arising from Contractor's acts and omissions of the duties set forth in paragraph 4 above. Contractor will provide a copy of insurance policy upon request of USD No. 500.

SECTION VIII: ASSIGNMENT

This Agreement may not be assigned by Contractor without the prior written consent of USD No. 500. Contractor may not delegate Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

SECTION VIII: ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement between the parties. This Agreement may not be modified except by later written agreement signed by both parties.

SECTION IX: HIPAA COMPLIANCE

In instances where Contractor receives Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

a. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

b. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. [VENDOR] shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

c. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

SECTION X: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Kansas. This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

SECTION XI: NOTICES

All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent of Business and Instructional Support Services
625 Minnesota Avenue
Kansas City, Kansas 66101

All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Sue Werner
10905 W. 50th Street
Shawnee, KS 66203

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

KANSAS CITY, KANSAS USD NO. 500:	CONTRACTOR:
By:_____	By:_____
Signature: _____	Signature: _____
Title: President, Board of Education	Title: _____

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES WH-LLC

This Agreement is made on July 1, 2006 between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and WH-LLC (Contractor) effective until June 30, 2007.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

SECTION I: Mutual Agreement - Independent Contractor

USD No. 500 retains Contractor to perform software implementation, coordination and facilitation of the Instructional Media Center Library, and other professional services, and Contractor agrees to serve USD 500, under and as provided in this Agreement. Contractor is an independent professional performing service for USD No. 500. As such, Contractor is not an agent or employee of USD No. 500. Contractor will not be entitled, among other things, to share in employee benefits available for regular employees of USD No. 500. Similarly, USD No. 500 will have no obligations with respect to contractor that USD No. 500 may otherwise have, at law, with respect to regular employees. USD No. 500 shall neither have nor exercise any control over the professional judgment or practice of Contractor and its employees.

The parties do hereby agree to reimburse WH-LLC for the provision of a special education teacher to assist WH-LLC with the overall operation of the IMC provided the special education teacher shall meet all the requirements outlined by the Kansas Department of Education and shall comply with all USD No. 500 polices and procedures for teachers. Duties shall include all duties outlined in the attached job description for IMC special education teacher/specialists.

SECTION II: Term

This Agreement shall commence and become effective when it is accepted and approved by the parties hereto and, shall end on June 30, 2007 (Expiration Date), subject to this the provisions of this paragraph and paragraph 11. The term of the Agreement may be terminated before the Expiration Date pursuant to paragraph 7. The term of the Agreement may be renewed automatically for one (1) year from year-to-year thereafter, unless notice of termination is provided no later than twenty (20) days before the Expiration Date.

SECTION III: Contractor's Duties

Contractor shall perform all professional services requested by USD No. 500 in connection with USD No. 500's business. These services include those duties set forth in Number 2 above, attached herewith and incorporated by reference, and without limitation the following:

a. Implementation of the Alexandria software for the Instructional Media Center Library catalogue and check out system. Coordinate/facilitate of the Instructional Media Center Library.

b. Provide any necessary materials required to perform the duties of special education teacher/specialists.

c. And after mutual agreement between the Director of Special Education and WH-LLC shall enter into written agreement to complete "special projects" in the area of curriculum and staff development. The scope and agreement for "special projects" will be outlined as needed and funded as authorized by the Director of Special Education.

SECTION IV: Fee

USD 500 shall pay Contractor a yearly fee for services of the IMC Director required under this Agreement of fifty-four thousand nine hundred and seventeen dollars ($54,917) representing 221 days (8 hours/day) of service at a daily rate of $248.49 per day. Should this Agreement be terminated before the Expiration Date pursuant to paragraph 7, USD No. 500 shall only be responsible for monthly payments to Contractor for those months in which Contractor competently performed duties under this Agreement.

USD No. 500 agrees to reimburse WH-LLC for services provided by the special education teacher not to exceed $221.93 per day for 160 hours of service per month not to exceed 207 days in the school year calendar with a maximum reimbursement of $45,941

This fee shall be paid in monthly installments of $8404.83 payable on the first business day of each month commencing on July 1, 2006.

SECTION V: Reimbursement of Expenses

In addition to the fee provided in paragraph 5, USD No. 500 shall reimburse Contractor for all approved expenses incurred by Contractor that are attributable or properly allocable to the services provided to USD No. 500 under this Agreement. This includes in-district mileage expenses and expenses related to software. In no event, however, shall USD No. 500's obligations under this paragraph exceed two thousand dollars ($2,000.00) per year unless USD No. 500 agrees in writing to such further reimbursement. Contractor's expenses shall be paid within 60 days of Contractor's submission of a bill to USD No. 500 accompanied by copies of vouchers or an itemized account of expenditures, but not more often than once per month.

SECTION VI: Right to Terminate

USD No. 500 may at any time terminate this Agreement, without cause, upon 10 days' prior written notice to Contractor. USD No. 500 may immediately terminate this Agreement for failure of ContractoT tractor to comply with the terms and conditions of this Agreement.

SECTION VII: Professional Obligations

Contractor shall perform all services under this Agreement in accordance with generally accepted practices and principles of Contractor's profession. This Agreement is subject to the laws, rules, and regulations governing the Contractor's profession imposed by governmental authorities or professional associations of which Contractor is a member. Contractor shall also maintain, at Contractor's expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than five hundred thousand dollars ($500,000.00). Such insurance coverage shall explicitly cover all duties expressed in paragraph 4 above. Additionally, Contractor agrees that he/she will indemnify and save USD 500 harmless from any and all loss, claims, expenses, action, causes of action, costs, attorneys fees, damages and obligations, final or otherwise, arising from any and all acts of Contractor, his/her agents, employees, licensees, resulting in injury to property of USD No. 500 or third parties, arising from Contractor's acts and omissions of the duties set forth in paragraph 4 above.

SECTION VIII: Assignment

This Agreement may not be assigned by Contractor without the prior written consent of USD No. 500. Contractor may not delegate Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

SECTION IX: Entire Agreement and Modification

This Agreement contains the entire agreement between the parties. This Agreement may not be modified except by later written agreement signed by both parties.

SECTION X: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services.

SECTION XI: Governing Law and Severability

This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

SECTION XII: Notices

a. All notices sent to USSD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   Unified School District No. 500
   ATTN: Dr. Cynthia Lane
   625 Minnesota Avenue
   Kansas City, KS 66101

b. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

   WH, LLC
   ATTN: Dr. Judy Wilson
   9808 NW 74th Street
   Weatherby Lake, MO 64152

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Kansas City, Kansas USD No. 500:

By:_____

Signature_____
President, Board of Education

CONTRACTOR:

By:_____

Signature_____

Title:_____

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

AGREEMENT BETWEEN PIPER UNIFIED SCHOOL DISTRICT NO. 203 AND KANSAS CITY, WYANDOTTE COUNTY, KANSAS, UNIFIED SCHOOL DISTRICT NO. 500

This Agreement made this first day of August, 2006, by and between Piper Unified School District No. 203 (USD No. 203), and Kansas City, Kansas School District No. 500, WYANDOTTE COUNTY, KANSAS, (USD No. 500) for the purpose of providing social work services for students enrolled in USD No. 203 effective until June 30, 2007.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises contained hereafter, the parties agree to the following terms:

1. USD No. 500 shall provide one social worker whose services and expertise shall be applied for the benefit of students enrolled in USD No. 203 during the 2006-2007 school term. This social worker will provide services to general and special education students in accordance with the policies and practices of Piper USD No. 203. The social worker, when providing such services, shall be deemed an agent and employee of USD No. 500 and not USD No. 203.

2. In the event of liability assessed against the social worker with respect to the provision of social work services, the parties agree that they shall bear equal responsibility, culpability, and liability for any damages, remedies, or awards resulting from litigation, arbitration, administrative adjudication, alternative dispute resolution, or other proceedings.

3. In exchange for the provision of social work services as described in paragraph one above, USD No. 203 agrees to pay USD No. 500 the sum of $20,000.00. This fee shall be paid as invoices commencing on September 1, 2006. Should this agreement be terminated on or before June 30, 2007, USD No. 203 shall only be responsible for the monthly pro rata share of the services rendered at the time of termination.

4. The term of this agreement shall commence at the time that USD No. 500 employs its staff member and shall end on June 30, 2007. This agreement may be renewed for a one-year period, from year-to-year, upon thirty (30) days written notice. Either party may terminate this agreement at any time by notification not less than sixty (60) days prior to the end of the agreement of such party's intent to terminate the agreement.

5. The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability come with respect to the obligations under this agreement.

6. All notices sent to USSD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
625 Minnesota AVenue
Kansas City, KS 66101

All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Piper Board of Education
ATTN: Mr. Steve Adams
12036 Leavenworth Rd.
Kansas City, KS 66109

For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

As witness whereof, the parties have duly executed this agreement and the date and year written below. The signatures verify approval of this agreement by USD No. 203 and USD No. 500.

UNIFIED SCHOOL DISTRICT No. 500

By:_____
President, Board of Education

UNIFIED SCHOOL DISTRICT No. 203

By:_____
President, Board of Education

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

CONTRACT BETWEEN UNIFIED SCHOOL DISTRICT NO. 500, WYANDOTTE COUNTY, KANSAS AND THE UNIFIED SCHOOL DISTRICT NO. 204

THIS AGREEMENT, effective this first day of August, 2006 is made by and between the Unified School District No 204 (CONTRACTOR), and Unified School District No. 500, Kansas City, Wyandotte County, Kansas (USD No. 500), the sponsoring district of the Wyandotte Comprehensive Special Education Cooperative (Coop). The Agreement is made for the purpose of allowing USD No. 500 and USD NO. 204 to assist each other's operations of providing certain special education services specified below and is effective until June 30, 2007.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

SECTION I: TERM

A. The Agreement shall be effective August 1, 2006 and shall end on June 30, 2007

B. The Agreement shall be terminated by either party by providing the other party written notice of termination. Should such notice of termination be sent, this Agreement shall terminate (15) fifteen-days after receipt of such notice.

SECTION II: RESPONSIBILITIES OF CONTRACTOR

A. Contractor will provide a teacher licensed by the State of Kansas to teach blind and visually impaired children, to provide educational services as established by the Individual Educational Plan, act as a case manager for identified students, complete and report records as required by IDEA and Wyandotte Comprehensive Special Education Cooperative. The teacher will be assigned full time to the duties as a special education teacher. The identification of students eligible for special education services will follow the procedures and requirements outlined by the Wyandotte Comprehensive Special Education Cooperative.

B. Contractor will provide a teacher licensed by the State of Kansas to teach students identified as gifted, to provide educational services as established by the Individual Educational Plan, act as a case manager for identified students, complete and report records as required by IDEA and Wyandotte Comprehensive Special Education Cooperative. The teacher will be assigned full time to the duties as a special education teacher. The identification of students eligible for special education services will follow the procedures and requirements outlined by the Wyandotte Comprehensive Special Education Cooperative.

C. Contractor shall supervise be responsible for the supervision and evaluation of the teachers necessary to fulfill the terms of this Agreement obtaining input for the Deputy Director of Special Education or his/her designee.

D. Contractor shall provide the necessary office space, equipment, and materials for the successful delivery of the services contemplated by this agreement.

E. Contractor shall provide all required documentation necessary to USD No. 500 for to include submission on the above mentioned staff on the "Personnel Report" to obtain Kansas State Department of Education Special Education Categorical Aid.

RESPONSIBILITIES OF USD No. 500

A. USD NO. 500 shall reimburse USD No. 204 the sum of $102,674 expenses incurred in providing 1.0 FTE for gifted services ($46,409) and 1.0 FTE vision services ($56,265) to fulfill this Agreement. This sum shall be paid by USD NO. 500 in three equal installments $34,225 on the first day of October, February and May.

B. USD No. 500 shall submit all associated documentation to include required to obtain Kansas State Department of Education Special Education Categorical Aid.

SECTION IV: MUTUAL RESPONSIBILITIES

A. Both parties will mutually plan Professional Development and training activities for staff providing services under this agreement.

B. Both parties agree to mutually plan curriculum and instruction.

C. Both parties agree to uphold the confidentiality of all student information.

SECTION V: STATUS OF EMPLOYEES

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of USD NO. 204. Similarly, USD NO. 204 and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD NO. 204 and not as agents of USD No. 500. Neither USD No. 500 nor USD NO. 204 shall have, or exercise, any control over the professional judgment or practice of the other's employees.

SECTION VI: OWNERSHIP OF PROPERTY

Upon termination of this Agreement, any of the equipment, supplies and other materials purchased and accumulated by USD No. 500 for programs contemplated by this contract but housed within the USD NO. 204 facilities shall remain the property of USD No. 500.

SECTION VII: PERMITS AND LICENSES

Contractor, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the execution of the Agreement.

SECTION VIII: POLICIES AND PROCEDURES

All matters of policy, rules, regulations, services, procedures, projects, administrative, and other items involving the Program shall be subject to the existing authority and policies and procedures of Contractor including, but not limited to, policies regarding infection control its administration and its Board of Directors as well as the administrative policies of USD No. 500, its administration and its Board of Education, the Kansas Department of Education and the Kansas State Board of Education. Said requirements and standards shall be exchanged by the parties in writing prior to commencement of the Program and shall be updated as needed so that the parties can support the Program in compliance with such standards.

SECTION IX: INSURANCE

USD No. 500 agrees to maintain insurance for workers' compensation, and general liability purposes on all employees of USD No. 500. Claims against USD No. 500 may be pursued in accordance with and are subject to,the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. USD No. 500 agrees to be responsible for ALL claims, liability, and causes of action or damages arising, directly or indirectly, from the acts or omission of USD No. 500 employees or agents. Contractor agrees to be responsible for all claims, liability, causes of action, or damages arising, directly or indirectly, from the acts or omissions of Contractor's employees or agents. Claims against Contractor may be pursued in

accordance with, and are subject to, the Kansas Tort Claims Act, K.S.A. 75-6101 et seq as amended. Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice cancellation will be given to USD No. 500.General liability insurance shall be maintained to protect Contractor and, as an Additional Insured, USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. Such insurance shall have a minimum combined single limit of Five Million ($5,000,000) Dollars. Workers' Compensation Insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

Section X: Indemnification and Hold Harmless Agreement

Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.

Contractor agrees to indemnify and hold harmless USD No. 500, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Contractor, its directors, officers, employees, or agents under this Agreement. USD No. 500 agrees to indemnify and hold harmless Contractor, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of USD No. 500, its directors, officers, employees, or agents under this Agreement.

Contractor at its own expense and risk shall defend any legal proceeding that may be brought against USD No. 500, the Governing Board, its Officers, its Agents, and its Employees on any such claim or demand and satisfy any judgment that may be rendered against USD No. 500 or the Governing Board therein. In the event that any such proceeding is brought against USD No. 500, the Governing Board, its Officers, its Agents, or its Employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. USD No. 500, its Governing Board, its Officers, its Agents, and its Employees shall cooperate in all reasonable manners in the defense of such claims.

Section XI: Access to Books and Records

Until the expiration of four (4) years of furnishing of services pursuant to this Agreement, USD No. 500 shall make available upon written request to the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents, and other records of USD No. 500 that are necessary to certify the nature and extent of the costs of USD No. 500's services under this Agreement. USD No. 500 further specifically agrees to amend any existing and future contracts between USD No. 500 and its Secondary Services Providers if the cost of such equal or exceed $10,000 over a twelve-month period. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined to be inapplicable to this Agreement, then in that event access to the books, documents, and other records of USD No. 500 need not be allowed and may remain confidential.

Section XII: Liability for Loss

a. Contractor will not be liable or obligated to USD No. 500 for losses or damages incurred by USD No. 500 under this Agreement, unless such damage arises from any willful act or omission or negligence of Contractor, its officers, employees or agents, in which event Contractor shall be liable to USD No. 500 for such losses or damages sustained therefrom.

b. USD No. 500 shall not be liable or obligated to Contractor for losses or damages incurred by Contractor under this Agreement, unless such damage arises from any willful act or omission or negligence of USD No. 500, its officers, employees or agents, in which event USD No. 500 shall be liable to Contractor for such losses or damages sustained therefrom; provided that USD No. 500 in no event shall be subjected to any liability greater than found in the Kansas Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

Section XIII: Entire Agreement and Modification

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Contractor and USD No. 500; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

Section XIV: Default

Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

Section XV: Right to Terminate. Either party may at any time terminate this Agreement, without cause, upon 15 days' prior written notice. USD No. 500 may immediately terminate this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

Section XVI: Assignment

This Agreement may not be assigned by the Contractor without the prior written consent of USD No. 500. The contractor may not delegate the Contractor's duties under this Agreement to another without USD No. 500's prior written consent.

Section XVII: Governing Law and Severability. This Agreement shall be governed by the laws of the State of Kansas. This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section XVIII: Confidentiality of Protected Health Information.

HIPAA Compliance. In instances where Contractor received Protected Health Information (PHI) from USD No. 500, Contractor agrees that it shall:

A. comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.

B. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provide for by this Agreement.

C. promptly report to USD No. 500 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section XIX: Nondiscrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in the provision of services to families and children at El Centro, Inc. or other obligations exercised herein.

Section XX: Status of Employees.

In providing the services specified under this Agreement, USD No. 500 and its employees assigned to assist with the various programs under this Agreement shall at all times be considered and treated as agents and employees of USD No. 500 and not as agents of El Centro, Inc. Similarly, El Centro, Inc. and its employees assigned to the various programs under this Agreement shall at all times be considered and treated as agents and employees of El Centro, Inc. and not as agents of USD No. 500. Neither USD No. 500 nor El Centro, Inc. shall have, or exercise, any control over the professional judgment or practice of the other's employees.

Section XXI: Notices.

A. All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Cynthia Lane
Assistant Superintendent of Business and Instructional Support Services
625 Minnesota Avenue
Kansas City, Kansas 66101

B. All notices sent to Contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Dr. Robert VanMaren
Superintendent of Schools
2200 S. 138th St.
Bonner Springs, KS 66012

C. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received
by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

Section XXII: Miscellaneous.

1. By signing this document, the representative of the party thereby represents that such person is duly authorized by the party to execute this document on its behalf and that the party agrees to be bound by the provisions hereof.
2. This contract may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

UNIFIED SCHOOL DISTRICT NO. 500
Kansas City, Wyandotte County, Kansas

ATTEST:

_____
Clerk of the Board

By _____
Board President

UNIFIED SCHOOL DISTRICT NO. 204
Kansas City, Wyandotte County, Kansas

By _____
Superintendent

State of Kansas
Attachment No. 4
Department of Administration
DA-146a (Rev. 1-01)

Special

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. 1-01), 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 _____, 2006.

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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **HUMAN RESOURCES REPORT AND RECOMMENDATIONS**

RECOMMENDATION:

The Kansas City Board of Education **approve the Human Resources Report and Recommendations** as submitted by Mr. John Rios, Assistant Superintendent for Human and Community Resources, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Human Resources Report and Recommendations are made in accordance with Board Policy and Administrative Guidelines and any and all applicable State Laws and/or State Board of Education Regulations.

It is important to note that the employment process does not terminate with approval of this report by the Board. Employees are required to complete a series of documents (i.e. certification of health, loyalty oath, W-4 forms, KPERS applications, teaching certificate, etc.) with the Human Resources Office. In addition, all information provided on the employee's application must be true, accurate and complete. Any misrepresentation or willful omissions of facts, either before or after Board approval, shall be sufficient cause for disqualification of the application or termination of employment (as indicated on the application).

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Mr. John Rios
Assistant Superintendent for
Human and Community Resources

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

A. EMPLOYMENT

(1) The following personnel be employed on the effective dates indicated: (*Subject to 06/07 salary negotiations)

Berg, Angela *$32,668 08/03/06 110 040 423 110000 120 189
(Grade 4, Eugene Ware)

Burns, Michael *$64,860 07/24/06 110 040 314 110000 162 211
(Assistant Principal, West Middle)

Corwin, Susan *$26,186 08/07/06 110 040 106 110000 120 142
(Part-time Career Coordinator, Wyandotte High)

Courtney, Natalie *$32,933 08/07/06 290 033 411 120000 120 187
(Student Learning Center, New Chelsea Elementary)

Desotel, Aimee *$37,619 08/07/06 110 040 309 110000 120 187
(Instrumental Music, Eisenhower Middle)

Dirks, Amanda *$32,668 08/03/06 110 040 433 110000 120 189
(Grade 2, Grant Elementary)

Figge, Dustin *$33,668 08/03/06 290 033 101 120000 120 189
(Special Education, J. C. Harmon High)

Graham, Stephanie *$32,886 08/03/06 110 040 101 110000 120 189
(Business, J. C. Harmon High)

Green, Gail *$43,706 08/07/06 290 033 632 120000 120 187
(Occupational Therapist, Education Center)

Green, Tiffany *$9.84/hrly. 07/06/06 140 034 800 241600 151
(Secretary, Area Technical School)

Hampton, Jaime *$32,933 08/07/06 110 040 404 110000 120 187
(Grade 1, Banneker Elementary)

Heredia, Rebecca *$39,402 08/07/06 110 040 520 110000 120 187
(Music, Grant Elementary and William Allen White Elementary)

Horner, Connie *$78,310 07/24/06 110 040 206 110000 162 216
(Principal, Rosedale Middle)

Hunter, Charlene *$54,291 08/07/06 120 033 104 120000 120 187
(Special Education, Washington High)

A. ***EMPLOYMENT CONTINUED***

Jones, Edgar (Special Education, West Middle)	*$33,933	08/07/06	290 033 314 120000 120	187
Jones, Jarius (Math/Instructional Coach, Wyandotte High)	*$45,735	07/24/06	110 040 106 110000 120	206
Lee, Michelle (Speech/Theatre, Wyandotte High)	*$32,668	08/03/06	110 040 106 110000 120	189
Mansaw, Ginger (Secretary/Treasurer, J. C. Harmon High)	*$19,585	07/25/06	110 040 101 241500 151	221
Marquez, Naomi (Secretary/Treasurer, Argentine Middle)	*$17,063	07/24/06	140 040 204 241500 151	211
McDonald, Peter (Vocational Ed., Fairfax Campus)	*$48,342	08/07/06	110 038 493 110001 120	187
Milam, Tommie (Math, Washington High)	*$40,406	08/07/06	110 040 104 110000 120	187
Paioletti, Julie (Grade 3, Grant Elementary)	*$32,668	08/03/06	110 040 433 110000 120	189
Phelan, Paula (Vocal Music, Eisenhower Middle)	*$42,706	08/07/06	110 040 309 110000 120	187
Pogorek, Meaghan (English, Washington High)	*$32,933	08/07/06	110 040 104 110000 120	187
Schuster, Nicholas (Grade 4, Whittier Elementary)	*$32,668	08/03/06	110 040 495 110000 120	189
Seward, Therese (LPN Instructor, Area Technical School)	*$35,284	08/03/06	140 034 800 116000 120	189
Shaw, Katherine (Grade 1, Grant Elementary)	*$32,668	08/03/06	110 040 433 110000 120	189
Shawn, Donna (Supervisor, Area Technical School)	*$67,633	07/24/06	110 034 800 241600 162	216
Shepard, Katherine (Grade 3, New Chelsea Elementary)	*$32,668	08/03/06	110 040 411 110000 120	189
Smith, Courtney (Primary, Welborn Elementary)	*$32,668	08/03/06	110 040 489 110000 120	189

A. ***EMPLOYMENT CONTINUED***

Smith, Talea (Kindergarten, Grant Elementary)	*$32,668	08/03/06	110 040 433 110000 120	189
Threadgill, Paula (Science, Arrowhead Middle)	*$47,764	08/07/06	110 040 304 110000 120	187

(2) The following personnel be employed as substitute bus drivers for the Transportation Department to be paid $16.63 per hour (subject to 2006/2007 salary negotiations), effective July 10, 2006: Budget 170 025 600 272000 171

Albino Ambrosio-Rubira	Melinda McInerney
Jannette Berry	Kevin Mondain
Scott Blanka	Danny Nelson
Anthony Jamison	Judith Scott
Allen Jones	Sharon Smith
Sarah Jones	Stasi Williams
Van Lindesay	Cassandra Woods-Morgan

(3) The following personnel be employed as substitute bus drivers for the Transportation Department to work one day per week for the Pre-school Department to be paid $16.63 per hour (subject to 2006/2007 salary negotiations), effective July 10, 2006: Budget 170 025 600 272000 171

Shawn Jackson	Daira Smith
Sheila McCambry-Williams	

(4) Gary Strout be employed as a part-time Title I aide to be paid $12.54 per hour and lunch room monitor to be paid $8.43 per thirty (30) minute period at Emerson Elementary School, effective August 8, 2006. Budget 427 035 421 110000 152 (Aide), 110 040 42 249000 156 (Lunch Room Monitor)

(5) The resignation of Edwin Wright be rescinded and he be employed as a part-time math teacher at Wyandotte High School to be paid $17,388 per 99 days, effective the 2006/2007 school year. Budget 110 040 106 110000 120

B. ***SEPARATION***

(6) The employment of Patricia Rios, ESL aide, be terminated inasmuch as she is unable to return to work, effective May 24, 2006.

(7) Laura Calderon, paraprofessional, be terminated inasmuch as she has not met Federal/State No Child Left Behind requirements, effective July 1, 2006.

(8) The employment of Bonnie Henry, teacher, be rescinded effective the 2006/2007 school year.

B. SEPARATION CONTINUED

(9) Tracy Harris, paraprofessional, be terminated inasmuch as she has not met Federal/State No Child Left Behind requirements, effective May 24, 2006.

(10) Carmen Whited, speech assistant, be terminated inasmuch as her position has been eliminated, effective May 24, 2006.

(11) The retirement of Myrtle Woods, nutritional services, be accepted effective August 1, 2006.

(12) The following substitute teachers be removed from payroll inasmuch as they did not work during the 2005/2006 school year, effective June 30, 2006:

Janice Albertson	Guillermo Maldonado
Gayle Allen	Garland McCormick
Patricia Bagley	Luis Mendez, Jr.
Saralyn Baxley	Kathleen Mersman
Cornelius Bell	Hannah Petr
Nietia Brasher	Jessie Roggenbach
Yolanda Clark	Steven Samuels
Bradley Coates	Orilton Shumate
Norma Crawford	Heather Sisk
Lieut Curry	Anna Smith
Rejane Cytacki	Carl Smith
Janice Detlefson	Cornelia Smith
Jackie Drummond	Leonard Sparkman
Stella Fenn	Margaret Struzzo
Clifford Ferrell	Othene Thomas
James Gassmann	Jane Wallis
Charmaine Hatchett	Derrick Watson
Rosetta Hill	Vonzella Watson
Robert Hovorka	Tiffany Williams
Tracey Johnson	

(13) The resignation of the following personnel be accepted on the effective dates indicated:

Susan Coots	Teacher/Grant Elem.	Eff. Cl.05/06 schyr.
Courtney Crites	Substitute Teacher	Eff. 08/01/06
Meagan Davis	E.C. Sp.Ed./Ed Center	Eff.Cl.05/06 schyr.
Gayle Elliott	Substitute Teacher	Eff. 06/30/06
Sherry Grayson	Substitute Teacher	Eff. 06/30/06
David Marrah	Teacher/Wyandotte High	Eff. Cl.05/06 schyr.
Michael Martin	Substitute Teacher	Eff. 06/28/06
Becky Portillo	Library Assistant	Eff. 07/17/06
Angela Reilly-Harden	Teacher/Northwest	Eff. Cl.05/06 schyr.
Carolyn Sauer	EC Instructor/ATS	Eff. 07/11/06
Amy West	Nutritional Services	Eff. Cl.05/06 schyr.

C. *SALARY ADJUSTMENTS AND REIMBURSEMENTS*

(14) Sandra Garcia, substitute teacher, be transferred to part-time teacher at Frances Willard Elementary School to be paid $17,978 per 93 days, effective August 8, 2006. Budget 110 040 427 110000 120

(15) Lisa Perry, teacher, be transferred to Instructional Coach at Eisenhower Middle School to be paid *$41,295 per 186 days, effective the 2006/2007 school year. Budget 410 036 001 624100 120

(16) Diana Newton, bus aide, be transferred to substitute bus drivers to be paid $15.42 per hour, effective July 10, 2006. Budget 170 025 600 272000 171

(17) Beverly Hovorka, teacher, be transferred to Instructional Coach at Whittier Elementary School to be paid *$38,411 per 186 days, effective the 2006/2007 school year. Budget 410 036 001 624100 120

(18) Carmen Moore, nutritional services, be transferred to Technical Assistant 2 to be paid $9.55 per hour, effective August 8, 2006. Budget 260 023 312 312000 173

(19) The following classified personnel be paid their regular hourly rate up to forty (40) hours and time and one half beyond forty (40) hours for a maximum of six (6) hours for working the Back-to-School Fair, effective August 5, 2006: Budget 426 035 001 110000 191

Patricia Adams	Nicole Humphries
Angelica Cisneros	Rose Marie Mendez

(20) Taimara Hayes, bus aide, be approved for the additional position of substitute bus driver for one day per week for the Preschool inasmuch as she is training to be paid $16.63 per hour, effective July 10, 2006. Budget 170 025 600 272000 171

(21) The following certified staff be paid $14.53 per hour for a maximum of thirty (30) hours for work in Language Literacy Training, effective June, 2006: Budget 290 033 001 70000048 582

Allison Brumley	Jennifer Martin
Cindy McCaleb	

(22) Valerie Burch, teacher, be paid $350 for serving as a mentor at Rosedale Middle School for the second semester of the 2005/2006 school year. Budget 110 040 001 221101 120

(23) Will Jordan, teacher, be paid $3000 for an internship through the Technology Innovation and Internship Program sponsored through the Kansas Board of Regents, effective July, 2006. Budget 140 034 800 116000 120

(24) Gayla Steenbergen, principal, be paid her regular daily rate for a maximum of twenty (20) days for supervising summer school at the Juvenile Detention Center, effective June, 2006. Budget 110 019 001 7000010 162

C. *SALARY ADJUSTMENTS AND REIMBURSEMENTS CONTINUED*

(25) The following teachers be paid $14.53 per hour for a maximum of thirty-three (33) hours for working with TERC Training after competition of the workshop, effective July 10 to July 14, 2006: Budget 446 017 001 110000 314

Sarah Belohlavy
Kelsy Ptacek
Clay Stahl

(26) The following teachers be paid $20.72 per hour for a maximum of twenty-one (21) hours for work as summer reading instructors, effective July 1, 2006: Budget 410 010 001 700283 120

Christi Clayton
Tijuana Jackson
Sarah Kimani
Tammy Walls
Sandra Zugelder

(27) The salary of Diane Briggs, teacher, be adjusted to $47,764 per 187 days inasmuch as she has verification of additional experience, effective the 2006/2007 school year.

(28) Cheryl Charles, nutritional services, be transferred to production lead at Eisenhower Middle School to be paid $9.06 per hour, effective August 1, 2006.

(29) Berta Almanza, nutritional services, be transferred to Tech Assistant 2 at Argentine Middle School to be paid $9.06 per hour, effective August 1, 2006.

(30) The salary of Cynthia Stockwell, teacher, be adjusted to $35,957 per 187 days inasmuch as she has completed additional college credit hours.

(31) The following teachers be paid $20.72 per hour for teaching summer school at the Juvenile Detention Center, effective Summer, 2006: Budget 110 019 001 700010 120

Linda Bishop
Debra Fuller
Lee Wilson

(32) Sonya Tabron, nutritional services, be transferred to substitute bus driver to be paid $15.42 per hour, effective July 10, 2006. Budget 170 025 600 272000 171

(33) Connie Horner, principal, be paid her regular daily rate for a maximum of seven (7) days for transition work as the new principal at Rosedale Middle School. Budget 110 040 206 241000 162

(34) Jeremy Brueggeman, assistant principal, be transferred to principal at Argentine Middle School to be paid *$79,083 per 216 days, effective July 24, 2006 and he be paid his regular daily rate for a maximum of seven (7) days for transition work as the new principal. Budget 110 040 204 241000 162

(35) Betty Segura, substitute paraprofessional, be transferred to library aide at Stony Point North Elementary School to be paid $10.37 per hour, effective August 14, 2006. Budget 110 040 477 222230 147

C. *SALARY ADJUSTMENTS AND REIMBURSEMENTS CONTINUED*

(36) The following principals be paid their regular daily rate for a maximum of four (4) extra days for transition work due to transfer of buildings to be paid from the budget indicated, effective July 1, 2006:

Cindy Cop	110 040 457 241000 162
Josie Herrera	110 040 441 241000 162
Leala Taylor	110 040 411 241000 162
Versella Sears	110 040 479 241000 162

(37) Kimmie Stallings, Title I aide, be transferred to paraprofessional at New Chelsea Elementary School to be paid $18,455 per 186 days, effective August 8, 2006. Budget 290 033 411 120000 153

(38) The personnel on the attached list be paid $14.53 per hour for a maximum of sixteen (16) hours for curriculum writing for Literacy First, effective July 31 and August 1, 2006. Budget 410 030 001 627200 191

(39) Katherine Britt, teacher, be transferred to regular substitute teacher to be paid $115.64 per day, effective the 2006/2007 school year.

D. *LEAVES OF ABSENCE*

E. *APPROVED TRAVEL*

(40) Angelicia Cisneros be approved to attend the Microsoft Excel – Tips Techniques in Kansas City, Missouri for two days during the month of July, 2006 and she be reimbursed for expenses incurred in keeping with Board of Education Policy. Budget 185 039 001 700152 610 (Bilingual Title)

(41) The following personnel be approved to attend the Reading First Conference in Reno, Nevada for four (4) days during the month of July, 2006 and they be reimbursed for expenses incurred in keeping with Board of Education Policy: Budget 410 010 001 700283 582 (Reading First Grant)

Paulette Hall	Jewell Ragsdale
Janice McConnell-Miller	Jayson Strickland

(42) Kathleen McGowan and Robert McGowan be approved to attend the Kansas Association for Career and Technical Education in Topeka, Kansas for two (2) days during the month of August, 2006 and they be reimbursed for expenses incurred in keeping with Board of Education Policy. Budget 146 034 800 116000 582 (Post Secondary)

F. *MISCELLANEOUS*

MOTION # 38

LITERACY FIRST TRAINING

July 31 and August 1, 2006

J. C. Harmon

Kim Angell
Sharon Barnes
Jan Brownson
Rita Burkholder
Kathy Clark
Stacy Dunlop
Janice Evans
Josie Herrera
Anita House
Maggie Jones
Amy Kanerek
Barbara Loyd
Katrina Lundien
Ruth Ann Matheson
Gabe Mervosh
Pamela Miltenberger
LaSheaka Nock
Melody Stutzman
Venia Thurman
Yandel Toevs
Mike Turvey
Phil Webb
Wolff, Susan

Sumner Academy

Kelly Burns
Dan Duncan
Diane Jackson
Ed Gunter
Joyce Klein

Fairfax and JDC

Lisa Bishop
Renee Downing

F. L. Schlagle

Ayeshia Agboga
Darryl Ammons
Kimberly Applebury
Linda Beard
Sheila Blume
Kim Brown
Linda Ellison
Pegi Fields
Sally Johnson
Vernita Lewis
Herbert Matthews
Cheryl McCabe
Mal McCluskey
Randy Smith
Lynn Stanley
David Veatch
Marissa Wilson
Virginia Wilson

Washington

Jolynna Addink
Dennis Bobbitt
Nicole Burnette
Sylvia Crider
Kelly Fields
Michael Fredette
Sandra Fritschle
Karen Ham
Stacey Harmon
Lonnie Jackson
Dane Johnson
Jim Reitemeier
Paul Richardson
Darwyn Thomlinson
Brandy Turner
Susie Wolf

Wyandotte

Traci Burks
Margaret Carlson
Connie Davidson
Kevin Edwards
Daniel Garcia
Margaret Gille
Daniel Garcia
Frank Gonzalez
Mike Hotz
Jonathan Hyde
Tim Johnson
Abby Kepka
Cassie Kincaid
Cynthia Lake-Asfaw
Julie Loftus
Brittany McWilliams
Paula Nickum
Camille Niedhart
Carol Normandin
Katie Pence
Julie Phillips
Romona Robson
Shantelle Tomlin
Peggy Ulmet
Bruce Wehling
Ken Willard

Kansas City, Kansas Public
Library
A lifelong learning place

www.kckpl.lib.ks.us

MEMORANDUM

TO: THE KANSAS CITY BOARD OF EDUCATION

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: PUBLIC LIBRARY PERSONNEL REPORT AND LIBRARY OPERATIONS RECOMMENDATIONS

RECOMMENDATION:

That the Kansas City Board of Education approve the Public Library Personnel Report and Library Operations Recommendations as submitted by Mr. Charles O. Perdue, Director of Libraries, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Public Library Personnel Report and Library Operations Recommendations are in accordance with Board Policy and Administrative Guidelines and any and all applicable State Laws and/or State Board of Education Regulations.

It is important to note that the employment process does not terminate with approval of this report by the Board. Employees are required to complete a series of documents (i.e., certification of health, loyalty oath, W-4 form, KPERS application, etc.) with the Personnel office. In addition, all information provided on the employee's application must be true, accurate and complete. Any misrepresentation or willful omission of facts, either before or after board approval, shall be sufficient cause for disqualification of the application or termination of employment (as indicated on the application).

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Charles O. Perdue

Mr. Charles O. Perdue
Director of Libraries

Argentine Library
2800 Metropolitan
Kansas City, KS 66106
(913) 722-7400
FAX (913) 722-7402

Main Library
625 Minnesota
Kansas City, KS 66101
(913) 551-3280
FAX (913) 279-2032

Mr. & Mrs. F.L. Schlagle Library
4051 West Drive
Kansas City, KS 66109
(913) 299-2384
FAX (913) 299-9967

West Wyandotte Library
1737 N. 82nd St.
Kansas City, KS 66112,
(913) 596-5800
FAX (913) 596-5806

Extension Services
(913) 279-2239
FAX (913) 551-3229

July 18, 2006

Board of Education
Kansas City, Kansas

The Superintendent of Schools recommends action by the Board with respect to public library personnel and operations as follows:

EMPLOYMENT:

1) Denise D. Nickerson be employed as Audiovisual Associate, Class I, West Wyandotte Library, at an annual salary of $25,500.00 effective July 17, 2006. 003 70 510 330000 145.

RECLASSIFICATION:

1) Angela Santoyo be reclassified from p/t Library Associate to On-Call Library Associate, Argentine Library, at the hourly rate of $8.25 effective August 11, 2006. 002 70 510 330000 146.

Kansas City, Kansas Public
Library
A lifelong learning place

www.kckpl.lib.ks.us

MEMORANDUM

To: THE KANSAS CITY BOARD OF EDUCATION

From: Dr. Jill Shackelford, Superintendent of Schools

Date: July 18, 2006

Subject: PUBLIC & SCHOOLS LIBRARIES REPORT, JULY 2006

RECOMMENDATION:

That the Kansas City Board of Education **ACCEPTS AS AN INFORMATIONAL ITEM THE PUBLIC AND SCHOOL LIBRARIES REPORT FOR JULY 2006** as submitted by Charles O. Perdue, Director of Libraries, and as recommended by Dr. Jill Shackelford, Superintendent of Schools

Explanation

Public and school libraries activity for the month of July 2006 is compiled within the Public and Schools Libraries Report. The report includes an overall summary of library activities such as community relations, outreach, publicity, Friends of the Library and volunteers, school libraries and interagency cooperation, revenue and expenditures, programs, services, and collection development.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Charles O. Perdue

Charles O. Perdue
Director of Libraries

Argentine Library
2800 Metropolitan
Kansas City, KS 66106
(913) 722-7400
FAX (913) 722-7402

Main Library
625 Minnesota
Kansas City, KS 66101
(913) 551-3280
FAX (913) 279-2032

Mr. & Mrs. F.L. Schlagle Library
4051 West Drive
Kansas City, KS 66109
(913) 299-2384
FAX (913) 299-9967

West Wyandotte Library
1737 N. 82nd St.
Kansas City, KS 66112,
(913) 596-5800
FAX (913) 596-5806

Extension Services
(913) 279-2239
FAX (913) 551-3229

Kansas City, Kansas Public
Library
A lifelong learning place.

Pat Gaunce and Governor Kathleen Sibelius at Pat's retirement celebration.

June Notes

Pat Gaunce retires

Pat Gaunce

Staff and friends of the library hosted a retirement celebration for Pat Gaunce on June 25 at the West Wyandotte Library. It was standing room only as people filled the auditorium, including Governor Kathleen Sibelius, Congressman Dennis Moore, Mayor Joe Reardon, Kansas State Librarian Christie Brandau, USD 500 Superintendent Jill Shackelford, Board of Education President Gloria Willis, Chamber of Commerce CEO Cindy Cash and Director of Libraries Charles Perdue.

Pat ended her 46-year career with the library as manager of the West Wyandotte Library, an architectural award-winning facility that she helped shepherd into existence. She is the only manager the West Wyandotte Library has had in its twenty years of operation.

Pat was also manager of the F.L. Schlagle Environmental Library, a state-of-the-art interactive electronic resource facility at Wyandotte County Lake Park that has redefined what a library is. Pat helped lead the effort to build that facility as well.

Pat with Mayor Joe Reardon

Pat has been very active in the community, serving on the boards of 32 state and local organizations. She has been a member of more than 20 professional and community groups, and has received numerous civic awards.

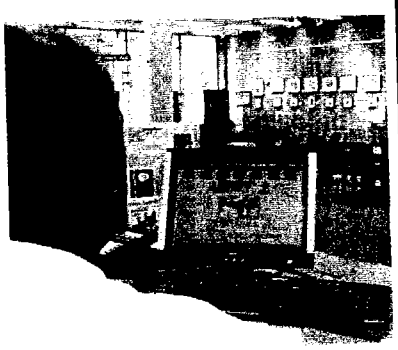
A library school scholarship fund has been established to honor Pat Gaunce. For more information, contact Bridgette DeSmet at (913) 279-2381.

What's up?

The library's web site received over 2,000,000 visits in fiscal year 2005/2006. That's an 83% increase over fiscal year 2004/2005.

The library hosts six different web sites, including a site for school libraries, two online catalogs, and the Wyandotte County Lewis and Clark site.

A total of 2,399,365 visitors viewed nearly 6,000,000 documents during the last year.



June 2006

Notes	1
Youth Services	2
Crafty Kids	3
Summer Reading	4
Adult Services	5
Discovery Camp	6
Staff Activities	7
Staff News	8
Stories	9
Statistics	

Youth Services

Where learning begins

It was a real zoo at the library in June, in keeping with the Summer Reading theme of "Paws, Claws, Scales and Tales."

Argentine Library

June only has 30 days, and library staff filled them with 27 programs. Star attractions included an up close and personal visit by five falcons and hawks provided by Operation Wildlife, and an English Springer Spaniel from Wayside Waifs. More than 1,000 young patrons enjoyed the animal visits, crafts, stories and other programs.

Main Library

Not to be outdone, library staff at Main also presented 27 programs in June, including a presentation of live animals by Jeff Curts, where an amphibian (right) stole the show. More than 600 young patrons attended a variety of crafts and storytimes.

West Wyandotte Library

Animals ruled at the West Wyandotte Library in June. On June 6, 125 young people learned all about horses in a program presented by Cathie McLeod and her Arabian named Silhouette. On June 10th, young patrons learned about rabbits at a program presented by the Missouri House Rabbit Society. On June 12, the library hosted its 3rd annual pet show. Children shared their pets with the audience and then joined in a pet parade. Everyone who participated received an award. Finally, a visit by the Kansas City ZooMobile drew a crowd of 90.

Mr. & Mrs. F.L. Schlagle Library

In June, visitors to the Schlagle Library learned about insects, birds, mammals, reptiles, amphibians and lake-dwelling macro-invertebrates. One Headstart class even studied animal classification. A rain barrel workshop brought participants from as far away as Joplin, Mo.

Youth Services

Where learning begins

I made it at the library!

Young patrons show off a variety of crafts made at library programs.

Summer Reading Kickoff

Special Event

At the Argentine Library, 125 people enjoyed refreshments, door prizes and a colorful balloon release. More than 500 readers, read-to-me's and young adults have signed up for the Summer Reading program.

At the Main Library, the Summer Reading kickoff included a miniature horse, a donkey, face painting and a balloon artist. Even the rain couldn't stop the crowd of 150 participants, who quickly moved the party into the auditorium.

At the West Wyandotte Library, a crowd of 150 children and adults enjoyed music by The Thirty Turtles and balloon creations by Gene Hernandez. West Wyandotte staff also delivered summer reading logs, bags and books for USD 500 summer school students participating in the summer reading program.

Summer reading kickoff programs drew crowds of children and parents at the Argentine, Main and West Wyandotte Libraries.

Adult Services

Where learning never stops

Argentine Library

Mystery author Nancy Pickard helped kick off the adult summer reading program at the Argentine Library. Pickard made appearances at the Franklin Center, and again at the Argentine Library, answering questions and signing books for patrons. More than 50 adults have signed up for summer reading.

Young adults were also very active at the Argentine Library in June, participating in a car wash to raise funds for young adult programs, and a new young adult book club. Both were organized by Library Associate Marissa Lopez.

Above and below: Musicians perform at the annual summer concert series at the Main Library.

Main Library

Adult Services hosted 16 programs, including the first two programs in the annual summer concert series. Lunch time crowds enjoyed local food vendors and the music of Grand Marquis and Arthur Dodge. A total of 542 people attended programs at the Main Library in June.

West Wyandotte Library

Programs at the West Wyandotte Library continued to center around the Elizabeth I exhibition, including a book discussion of *The Life of Elizabeth I*, and a lecture on *England's Elizabeth: Queenship and Culture*. Young adults enjoyed two book club meetings, two craft programs and three writer's groups meetings.

Discovery Camp

Special Event

What parents are saying about Discovery Camp for ages 6 to 11 at the F.L. Schagle Library:

"Not only did my daughter have fun, but I could actually see she was learning things applicable to her school curriculum."

"You had great make-its, super games, and he loved the outdoor activities besides learning something!"

"I really appreciate that the staff are so organized, prepared and professional. It translates to a great experience for the kids."

"This is such an exciting program. I hope it continues. It was a wonderful week for our children to learn and have fun."

Participants in Discovery Camp and the Nuts about Nature Preschool Camp at the F.L. Schlagle Library.

Staff Activities

Reaching out

Teresa Garrison was elected Vice-President of the BCR Board of Trustees for 2006/2007. The Board represents a wide range of libraries and includes eleven state librarians.

Linda Wolford was elected to the board of the Downtown Shareholders, a group dedicated to stimulating, promoting and encouraging the revitalization of downtown KCK.

Jane Hatch hosted a meeting of the Heartland Reforma Chapter at the Argentine Library.

Pat Gaunce donated a box of slides and documents to the Kansas Collection about the building of the Main Library.

Technical Services staff have been busy processing and cataloging 42% more books this fiscal year than last.

Patti Myers met with Coco McAtee from the Family Conservancy to discuss setting up bookmobile stops at the Juniper Gardens and St. Margaret's housing projects.

Georgia Murphy has been helping scholarly researchers access the Connelly Collection, including an historical re-enactor preparing for a PBS program.

Angela Holmes raised $450 from area merchants for the summer concert series at the Main Library.

Sheryl Nance-Durst attended a KCMLIN workshop on competency development.

Terri Cline attended a workshop on legal research for the non-specialist.

Valerie Hodges led a discussion of *Persuasion* by Jane Austen for her sister's book club.

Catharine Hendricks hosted a discussion group at the Main Library based on her popular nutrition and weight loss blog called Eat4Today.

Mike Stover has started a bi-monthly flyer promoting the hidden gems of the CD collection at the Main Library.

Sarah Bohndorf and **Jennifer Tarwater** attended the KCMLIN tour of the Kansas City Art Institute.

Christian Madrigal took the Bookmobile to the Greenmarket to tell shoppers about library services.

Kate Levens attended an advanced Internet workshop.

Patty Lopez visited El Centro to drop off library card applications for participants in the Migrant Young Adult Program, and to fill book requests from Senior Center patrons.

Carol Levers was installed for a second year as president of the KCK Women's Chamber of Commerce.

Wendy Parret received the following note from Mike Hotz, USD 500 Instructor for Summer Enhancement:

Thank you so much for the day that we had at Schlagle Library. Your hospitality and instruction were superb. All of us had a great time.

Anne Porter and Erin Stone pose with the unique painted rain barrel they created with help from Anne's husband Jim. The barrel will be auctioned off on eBay to help fund the Missouri Watershed Festival in October.

Staff News

Those who make a difference

Rita Miziorko

Meet Rita Miziorko

Rita Miziorko is the new Reader's Services Librarian at the Main Library. Rita comes to KCKPL from the Elm Grove Public Library in Elm Grove, Wisconsin.

I am a native of Philadelphia, Pennsylvania. In fall of 2004 my husband and I moved to the Kansas City area after living in the Milwaukee, Wisconsin, area for 27 years.

Traveling is our favorite pastime followed closely by fly fishing (my husband), reading and hiking (myself, though not at the same time).

My most interesting job (prior to coming to the Kansas City, Kansas Public Library, of course) was as a U.S. National Park Service Ranger. If you would like to hear the tale about the time I gave a tour to a former POTUS, just ask.

Editor's Note: The former POTUS (President of the United States) in question was none other than Richard Milhouse Nixon. Rita also gave a tour to Nixon's vice-president at the time, Spiro T. Agnew.

Lisa Gooden, Youth Services Associate at the Main Library, had a young patron ask her for paper and a pencil. The patron then proceeded to write Lisa a note that read:

Thank you, Lisa, for being a good librarian.

Debbie Lillich has accepted the position of Administration Associate for the Support Services building. Debbie has worked for the library in the Technical Services Division since 1999.

Stories

Pictures of our Patrons

I wanted to add my voice to the many who wish Pat Gaunce the very best in her retirement from public library service. Pat has served as a mentor and inspiration to many, myself included. Her focus on service, her incredible energy, and her delightful zest for all things related to libraries and their enhancement have been an example for many.

-Bruce Flanders, Director
Lawrence Public Library

Kansas City, Kansas Public Library

Statistical Summary June 2006

Circulation

		June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Adult	Print	31899	30648	4%	354398	347170	2%
	Audio-visual	26532	27302	-3%	318662	313355	2%
Juvenile	Print	25545	26394	-3%	210503	205099	3%
	Audio-visual	10074	8266	22%	99082	81974	21%
Total		94050	92610	2%	982645	947598	4%

Patron Assistance

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Directional	8270	7863	5%	91348	85055	7%
Equip. Maintenance	955	691	38%	9614	8246	17%
Retrieval	5821	4991	17%	61861	56187	10%
Directory	850	700	21%	8194	12215	-33%
Hub	6	2	---	93	59	58%
General Reference	8150	6956	17%	85525	91602	-7%
Reader's Advisory	4109	4600	-11%	44820	50201	-11%
Computer Instruction	1325	1215	9%	15958	15153	5%
Total	29486	27018	9%	317413	318718	0%

Public Internet Usage

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Argentine	2122	2517	-16%	23672	20521	15%
Main	4893	4974	-2%	51099	52188	-2%
West	5217	4793	9%	57257	46690	23%
F.L. Schlagle	4	6	-33%	82	66	24%
Total	12236	12290	0%	132110	119465	11%

Patron Visits

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Argentine	11436	12112	-6%	129525	100863	28%
Main	32908	30310	9%	326476	283731	15%
West Wyandotte	31108	29198	7%	307454	292621	5%
Bookmobile	350	243	44%	3755	5873	-36%
F.L. Schlagle	2075	2075	0%	19211	20310	-5%
Total	77877	73938	5%	786421	703398	12%

Holdings

	June 2006	June 2005	
Adult			
Print	332405	320854	4%
Audio-visual	54940	50380	9%
Juvenile			
Print	106874	104481	2%
Audio-visual	14253	12563	13%
Total	508472	488278	4%

Number of Patron Records

	June 2006	June 2005	% change
Arg.	14126	14104	0%
Bkm.	2068	2423	-15%
Main	38824	37900	2%
West Wy.	45354	44486	2%
Total	100372	98913	1%

Acquisitions

	June 2006 Items	June 2005 Items	% change
Argentine	602	648	-7%
Bookmobile	138	107	29%
Main	1115	1185	-6%
West Wyandotte	1303	2345	-44%
F.L. Schlagle	0	50	-100%
Total	3158	4335	-27%

Cataloging

	June 2006	June 2005	% change
KCKPL			
Titles	2103	2262	-7%
Items	3347	3467	-3%
USD 500			
Titles	562	380	48%
Items	2520	1214	108%

Interlibrary Loan

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Borrowed	392	221	77%	3730	2936	27%
Loaned	320	745	-57%	5354	11028	-51%

Programs

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Adult						
Programs	39	37	5%	388	312	24%
Attendance	1084	782	39%	6265	5225	20%
Juvenile						
Programs	110	95	16%	894	739	21%
Attendance	3578	3581	0%	23326	20385	14%
Total						
Programs	149	132	13%	1282	1051	22%
Attendance	4662	4363	7%	29591	25610	16%

Meeting Room Use

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Programs	65	74	-12%	674	787	-14%
Attendance	899	1179	-24%	12596	19412	-35%

Per Capita Statistics

	June 2006	June 2005	% change	Year-To-Date 2005-06	Year-To-Date 2004-05	% change
Circulation*	0.55	0.54	2%	5.73	5.47	5%
Info Transactions	0.19	0.17	9%	2.02	2.02	0%
Internet Usage	0.08	0.08	0%	0.84	0.76	11%
Patron Visits	0.49	0.47	5%	4.99	4.47	12%
Program Attendance	0.03	0.03	7%	0.19	0.16	16%
Patrons Registered	0.64	0.63	1%			
Acquisitions Items	0.02	0.03	-27%			

* *Circulation per capita figures are derived from checkouts by Wyandotte County residents only, and are based on a county population of 157,461 per 2001 U.S. Census estimate*

Wyandotte County Circulation by Patron Category -- June 2006

Bonner Springs

	KA	KB	KM	KW	Web	Total
Adult	12		64	587	4	**667**
Young Adult			2	37		**39**
Juvenile				56		**56**
Total	12		66	680	4	**762**
Percent of Grand Total					Total	0.81%

Edwardsville

	KA	KB	KM	KW	Web	Total
Adult	1	15	17	827		**860**
Young Adult				50		**50**
Juvenile				106		**106**
Institution						
Staff						
Volunteer						
Total	1	15	17	983		**1016**
Percent of Grand Total					Total	1.08%

Piper

	KA	KB	KM	KW	Web	Total
Adult	13		147	3981	11	**4152**
Young Adult			12	492		**504**
Juvenile			16	1232		**1248**
Institution						
Staff				42		**42**
Volunteer				40		**40**
Total	13		175	5787	11	**5986**
Percent of Grand Total					Total	6.36%

Turner

	KA	KB	KM	KW	Web	Total
Adult	852		129	2140	1	**3122**
Young Adult	108		4	163		**275**
Juvenile	629	5	15	379		**1028**
Institution						
Staff	85		8	4		**97**
Volunteer						
Total	1674	5	156	2686	1	**4522**
Percent of Grand Total					Total	4.81%

County Total

	KA	KB	KM	KW	Web	Total
Adult	878	15	357	7535	16	**8801**
Young Adult	108		18	742		**868**
Juvenile	629	5	31	1773		**2438**
Institution						
School						
Staff	85		8	46		**139**
Volunteer				40		**40**
Total	1700	20	414	10136	16	**12286**
Percent of Grand Total					Total	13.06%

USD 500

	KA	KB	KM	KW	Web	Total
Adult	7206	153	18603	31439	229	**57630**
Young Adult	683	1	1019	2249	19	**3971**
Juvenile	2912	17	3419	5000		**11348**
Institution		397	88	44		**529**
School						
Staff	683	16	248	500	5	**1452**
Volunteer	26			78		**104**
Total	11510	584	23377	39310	253	**75034**
Percent of Grand Total						79.78%

Reciprocal

	KA	KB	KM	KW	Web	Total
Adult	447	2	1974	2690	30	**5143**
Young Adult	3		25	64	4	**96**
Juvenile	27		45	173		**245**
Staff	3		859	317	42	**1221**
Total	480	2	2903	3244	76	**6705**
Percent of Grand Total						7.13%

Non-Resident

	KA	KB	KM	KW	Web	Total
Adult	2		19	4		**25**
Young Adult						
Juvenile						
Total	2		19	4		**25**
Percent of Grand Total						0.03%

Average Circulation

	Per Registered Patron	Per Capita	Per 2000 Census Pop.
USD 500	.972	.618	(121491)
Reciprocal	.627		
Non-Resident	.132		
Bonner Springs	.564	.113	(6768)
Edwardsville	.876	.245	(4146)
Piper	1.328	.932	(6420)
Turner	.855	.237	(19057)
Total	.937		

Grand Total

	KA	KB	KM	KW	Web	Total
Adult	8533	170	20953	41668	275	**71599**
Young Adult	794	1	1062	3055	23	**4935**
Juvenile	3568	22	3495	6946		**14031**
Institution		397	88	44		**529**
School						
Staff	771	16	1115	863	47	**2812**
Volunteer	26			118		**144**
Total	13692	606	26713	52694	345	**94050**

Grand Total **94050**

Wyandotte County Patron Category Report -- June 2006

Bonner Springs	KA	KB	KM	KW	Total
Adult	32	2	94	944	**1072**
Young Adult	1	1	5	151	**158**
Juvenile		19	9	92	**120**
Institution				1	**1**
Total	33	22	108	1188	**1351**
			Percent of Grand Total		1.35%

Edwardsville	KA	KB	KM	KW	Total
Adult	13	58	72	725	**868**
Young Adult	3	4	5	105	**117**
Juvenile	1	8	8	154	**171**
Institution		2		1	**3**
Staff				1	**1**
Volunteer					
Total	17	72	85	986	**1160**
			Percent of Grand Total		1.16%

Piper	KA	KB	KM	KW	Total
Adult	11	6	94	2876	**2987**
Young Adult	2		10	769	**781**
Juvenile	2	13	10	708	**733**
Institution				3	**3**
Staff				3	**3**
Volunteer				2	**2**
Total	15	19	114	4361	**4509**
			Percent of Grand Total		4.49%

Turner	KA	KB	KM	KW	Total
Adult	1191	16	305	1810	**3322**
Young Adult	296	20	49	401	**766**
Juvenile	483	142	47	521	**1193**
Institution	1			1	**2**
Staff	3		1		**4**
Volunteer					
Total	1974	178	402	2733	**5287**
			Percent of Grand Total		5.27%

County Total	KA	KB	KM	KW	Total
Adult	1247	82	565	6355	**8249**
Young Adult	302	25	69	1426	**1822**
Juvenile	486	182	74	1475	**2217**
Institution	1	2		6	**9**
Staff	3		1	4	**8**
Volunteer				2	**2**
Total	2039	291	709	9268	**12307**
			Percent of Grand Total		12.26%

USD 500	KA	KB	KM	KW	Total
Adult	6768	318	23715	22348	**53149**
Young Adult	1403	267	4377	4865	**10912**
Juvenile	2727	976	5043	4155	**12901**
Institution	7	26	35	15	**83**
Staff	58	1	27	26	**112**
Volunteer	2		2	15	**19**
Total	10965	1588	33199	31424	**77176**
			Percent of Grand Total		76.89%

Reciprocal	KA	KB	KM	KW	Total
Adult	969	93	4345	3918	**9325**
Young Adult	44	8	174	346	**572**
Juvenile	90	85	255	294	**724**
Institution		1	1		**2**
Staff	2		52	22	**76**
Volunteer				1	**1**
Total	1103	187	4775	4558	**10700**
			Percent of Grand Total		10.66%

Non-Resident	KA	KB	KM	KW	Total
Adult	16	2	79	70	**167**
Young Adult	1		5	3	**9**
Juvenile			5	8	**13**
Total	17	2	89	81	**189**
			Percent of Grand Total		0.19%

Per Capita Registration	Per Capita		Per 2000 Census Pop.
USD 500	.640		(121491)
Bonner Springs	.207		(6768)
Edwardsville	.283		(4146)
Piper	.913		(6420)
Turner	.294		(19057)
Total	.580	County	(154167)

Grand Total	KA	KB	KM	KW	Total
Adult	9000	495	28704	32691	**70890**
Young Adult	1750	300	4625	6640	**13315**
Juvenile	3303	1243	5377	5932	**15855**
Institution	8	29	36	21	**94**
Staff	63	1	80	52	**196**
Volunteer	2		2	18	**22**
Total	14126	2068	38824	45354	**100372**

Kansas City, Kansas Public Library

Internet Statistics 2005

Internet Usage June 2006

KCKPL Web Site

Visitor sessions	175,547
Documents Viewed	306,210
Total hits	1,164,807
Home Page hits	18,730

Intranet Web Site

Visitor sessions	10,150
Documents Viewed	25,560
Total hits	50,722
Home Page hits	21,325

iBistro Online Catalog

Visitor sessions	13,356
Documents Viewed	120,700
Total hits	273,608
Home Page hits	1,053

USD 500 School Libraries Web Site

Visitor sessions	7,706
Documents Viewed	12,771
Total hits	26,457
Home Page hits	1,243

Ecole Online Catalog

Visitor sessions	258
Documents Viewed	2,781
Total hits	7,579
Home Page hits	26

Lewis and Clark Task Force

Visitor sessions	3,939
Documents Viewed	4,464
Total hits	20,988
Home Page hits	565

On-Line Circulation

Items Renewed	345
% of Total Renewals	3%
Holds Placed	698
% of Total Holds Placed	13%

Combined Usage

Visitor sessions	210,956
Documents Viewed	472,486
Total hits	1,544,161
Home Page hits	42,942

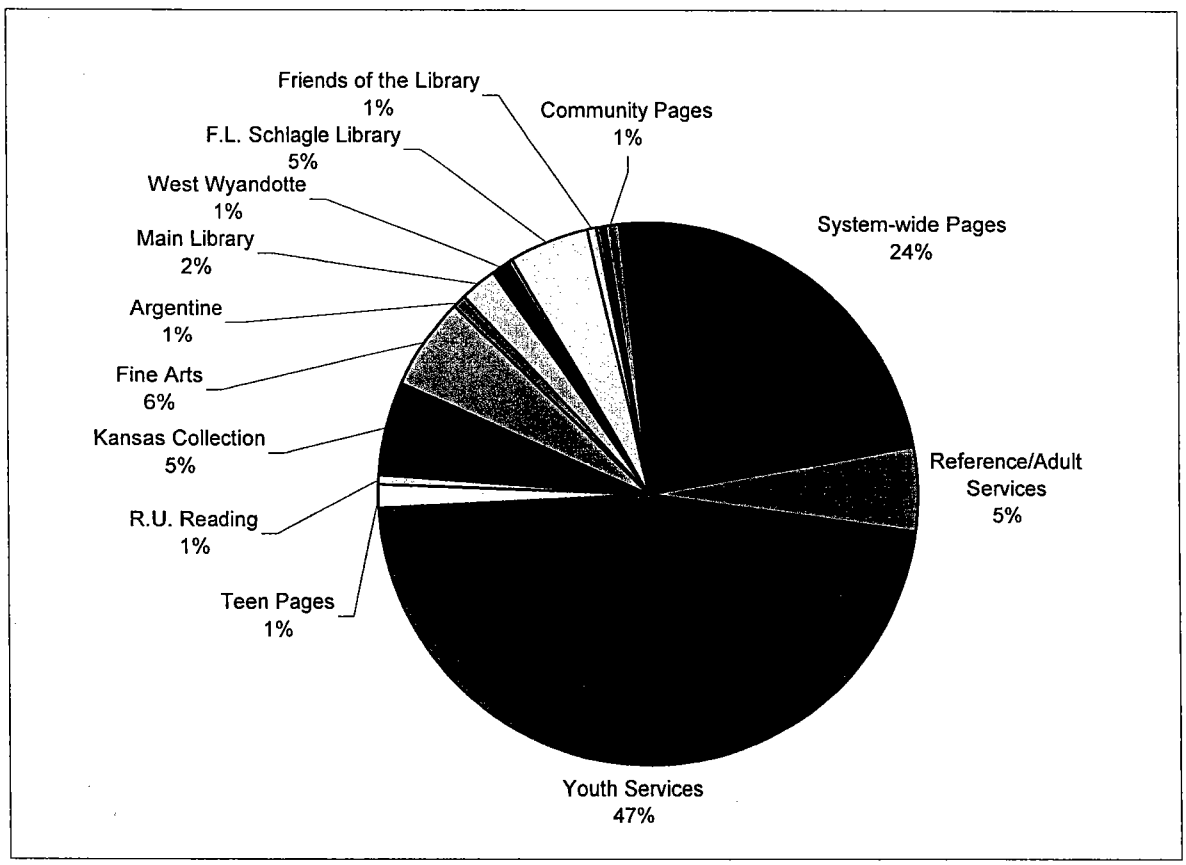
Files Downloaded 7,408

Kansas City, Kansas Public Library

Internet Statistics 2006

KCKPL Web Site Usage *June 2006*

	Documents Viewed	Pages with at Least One Hit
Reference/Adult Services	15,589	162
Youth Services	143,976	1,355
Teen Pages	3,834	79
R.U. Reading	2,408	35
Kansas Collection	16,340	240
Fine Arts	17,762	335
Argentine	1,864	19
Main Library	6,938	114
West Wyandotte	3,497	16
Bookmobile	1,335	24
F.L. Schlagle Library	14,408	389
Friends of the Library	1,545	29
Hub Calendar	630	16
Electronic Resources	827	20
Community Pages	3,079	2,813
System-wide Pages	73,005	3,151
Totals	307,037	8,797

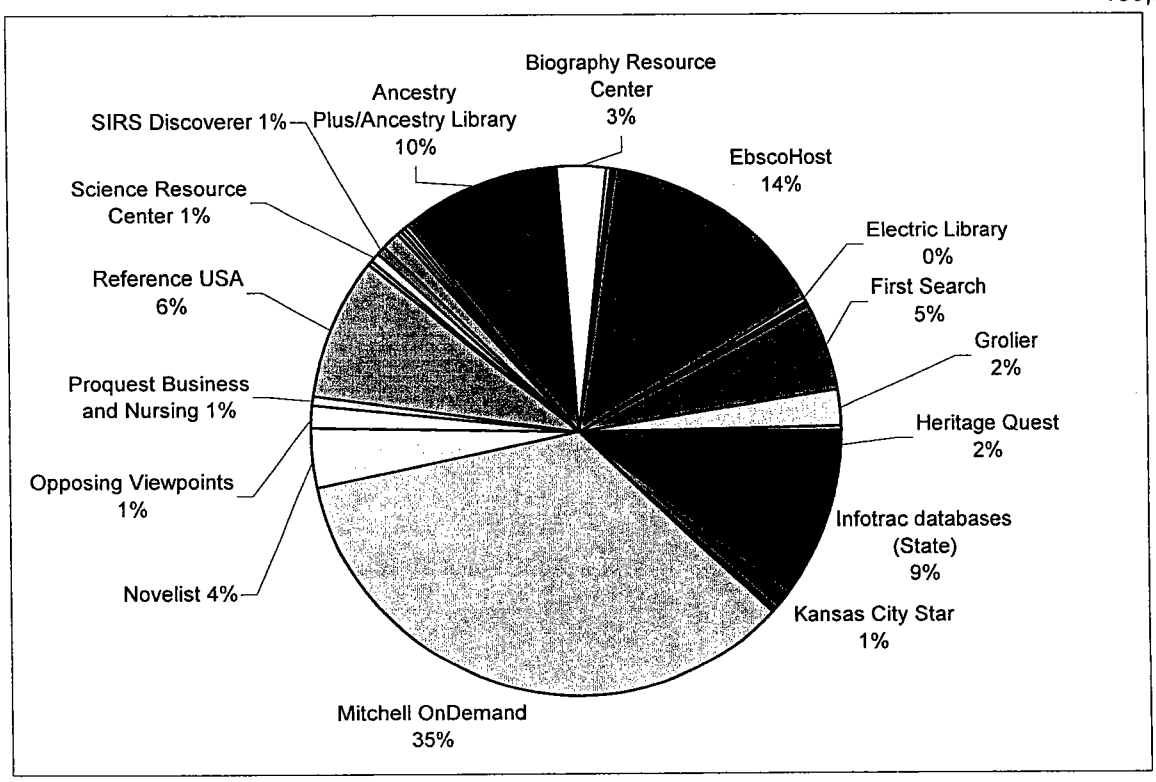


Kansas City, Kansas Public Library

Internet Statistics 2006

KCKPL On-line Database Usage

On-Line Databases	Descriptions	Total Usages	
Alldata	Automotive repair (Discontinued)	599	0.3%
Ancestry Plus/Ancestry Library	Genealogy/family history	17,586	10%
Biography Resource Center	Biographies of people from all over the world	5,696	3%
Chilton Automotive	Automotive repair	656	0.4%
Columbia Test Resources	Social science, government, arts and humanities	272	0.1%
Congressional Quarterly	Government, politics and social issues	186	0.1%
EbscoHost	Magazine, newspaper, health resources	25,943	14%
Electric Library	Easy-to-use online reference tool	803	0%
Facts on File	Events, issues, statistics and people	514	0.3%
First Search	Indexes, abstracts, and full-text articles	9534	5%
Grolier	Three online encyclopedias	3978	2.2%
Granger Poetry	Index to poetry in collections	326	0.2%
Heritage Quest	Census data, family records and local histories	3544	2%
Infotrac databases (State)	Indexes, abstracts, and full-text articles	15677	9%
Kansas City Star (Newsbank)	Archives of Kansas City Star	2,490	1%
Learning Express Library	Career and education testing	262	0.1%
Mergent Online	Business and company data	202	0.1%
Mitchell OnDemand	Automotive repair	64046	35%
Novelist	Reader's advisory for adults and children	6,535	4%
Opposing Viewpoints	Social issues and background information	2,555	1%
Proquest Business and Nursing	ABI Inform and nursing journals	1096	1%
Reference USA	Business and telephone directories	15,374	8%
Science Online	General science resources for students	918	0.5%
Science Resource Center	General science resources for students	1,091	1%
SIRS Discoverer	Research for elementary, middle schools	926	1%
SIRS Knowledge Source/Researcher	Social science, government, arts and humanities	2,049	1.1%
Wilson Short Story Index	Index to short story collections	121	0.1%
Worldbook	Online encyclopedia	733	0.4%
		183,712	



Kansas City, Kansas Public Library **AO – 600 Minnesota**

Purchase Request **Request Number**

Date: 7/13/2006	**Vendor Name and Address:**
Budget #(s): 730	Cindy Hinman, Educational Marketing
	Midwest Technology Connection
	410 W. 5th Street
Deliver to: Dan Bentch 600 Minnesota	Kansas City, MO 64105

QUAN	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1	Q5403A HP LASERJET 4250DTN	1605.00	1,605.00
1	Q5949X TONER - 20,000 PAGE YIELD	188.49	188.49
1	512MB KINGSTON KTH-LJ9050/512	79.00	79.00
			0.00
	NOTE Delivery address		0.00
			0.00
			0.00
	PLEASE FAX ORDER ATTN CINDY HINMAN		0.00
			0.00
1	Shipping estimate		0.00
	GRAND TOTAL		$1,872.49

If this is a quote check one;	Requested by: Dan Bentch
Fax Phone Mail eMail X	
Quote date: 7/13/2006	
Other quotes by:	Approved by:

C:\DOCUME~1\TGARRI\LOCALS~1\TEMP\mtc0714.doc 07/13/06

Kansas City, Kansas Public Library **AO – 600 Minnesota**

Purchase Request **Request Number**

Date: 7/13/2006	**Vendor Name and Address:**
Budget #(s): 730	Cindy Hinman, Educational Marketing
	Midwest Technology Connection
	410 W. 5th Street
Deliver to: Dan Bentch 600 Minnesota	Kansas City, MO 64105

QUAN	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1	HQ5984 HP COLOR LASERJET 3800DTN	1359.00	1,359.00
1	Q6470A BLACK TONER - 3800 - 6K PAGE YIELD	111.39	111.39
1	Q7581A CYAN TONER - 3800 - 6K PAGE YIELD	145.99	145.99
1	Q7582A YELLOW TONER - 3800 - 6K PAGE YIELD	145.99	145.99
1	Q7583A MAGENTA TONER - 3800 - 6K PAGE YIELD	145.99	145.99
1	256MB KINGSTON KTH-LJ4730/256	49.00	49.00
			0.00
	PLEASE FAX ORDER ATTN CINDY HINMAN		0.00
			0.00
1	Shipping estimate		0.00
	GRAND TOTAL		$1,957.36

If this is a quote check one;	Requested by: Dan Bentch
Fax Phone Mail eMail X	
Quote date: 7/13/2006	
Other quotes by:	Approved by:

C:\DOCUME~1\TGARRI\LOCALS~1\TEMP\mtc0713.doc 07/13/06

Kansas City, Kansas
Public Schools

KANSAS CITY KANSAS PUBLIC SCHOOLS

Unified School District No. 500

MEMORANDUM

TO : THE KANSAS CITY BOARD OF EDUCATION

FROM : Dr. Jill Shackelford, Superintendent of Schools

DATE : July 18, 2006

SUBJECT: ACCEPT LOW BID FOR MOBILE CLASSROOM INFRASTRUCTURE

RECOMMENDATION:

That the Kansas City Board of Education **accept the low bid from Vanum Construction Company for infrastructure work associated with the placement of modular classrooms in the total amount of $745,500.00** as submitted by Ira Lourie, Director of Physical Properties, Robert Young, Director of Purchasing, Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

Bids were received for infrastructure work associated with new modular classroom buildings on July 13, 2006 in the third floor boardroom in the Central Office. Modular classrooms are being added at five locations in the school district. These sites include Central Elementary School, McKinley Elementary School, John Fiske Elementary School, Frances Willard Elementary School and T. A. Edison Elementary School. All modular buildings will require concrete pier placements to support and stabilize the structures, electrical hookups, exterior deck and ramp structures, plumbing hookups, and fire alarm installation. A bid tabulation is attached. This addition of classroom space will enhance instruction at the above sites by providing a better learning environment.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent for
Business and Instructional Support Services

Ira Lourie
Director of Physical Properties

Robert Young
Director of Purchasing

625 Minnesota Avenue • Kansas City, Kansas 66101
913-551-3200 Fax: 913-551-3217

Company	Total Bid	*
Vanum Construction Company	$ 745,500.00	
JenkinsConstruction	$ 812,000.00	
Bruner Construction	$ 826,000.00	
Central States Construction	$1,715,794.00	

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO : THE KANSAS CITY BOARD OF EDUCATION

FROM : Dr. Jill Shackelford, Superintendent of Schools

DATE : July 18, 2006

SUBJECT : ACCEPT BID FOR DIGITAL CAMERAS AND RECORDERS

RECOMMENDATION:

That the Kansas City Board of Education **accept the low bid meeting the written specifications from KCR International for digital cameras and recorders in the amount of $40,163.20** as submitted by Robert Young, Director of Purchasing, Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

This bid for digital cameras and recorders to be purchased and installed on buses in the Transportation Department fleet was opened on July 10, 2006 in the Purchasing Department office. The specifications call for bus configurations that would include four (4) digital cameras and one (1) digital recorder to be placed on each bus. With the new buses to being delivered this month, cameras and a recorder will need to be installed on each vehicle. This total bid called for sixty-four (64) cameras and sixteen (16) recorders for the new additions to the fleet. A bid tabulation is attached. We would also recommend the use this bid as a basis for establishing a pricing agreement for future purchases over the next year, with an option to renew a second year, assuming all terms and conditions remain constant. This would allow for the purchase of additional digital equipment as older VHS cameras and recorders currently on buses are replaced due to excessive repair cost or failures. This equipment will be installed and operated to support behaviors that allow for success of our students and staff.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Instructional Services

Robert Young
Director of Purchasing

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

Bid Number 50036

Mobile Digital Video Recording Systems

Quantity – 16 Unit Configurations (4 Cameras, 1 Recorder per Bus)

Company	4 Cameras	1 Recorder	Total Cost (16 Configurations)
KCR International	$640.20	$1,870.00	$40,163.20
Allied Bus Sales, Inc.	$960.00	$1,554.00	$40,224.00
Sound Products	$780.71	$2,261.00	$48,667.36
Kansas Truck Equip.			No Bid

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Nutritional Services
2112 North 18th Street Kansas City, Ks 66104
(913) 627-3900 Fax: (913) 627-3944
www.kckps.org

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **ACCEPT THE LOW BIDS FOR SMALL EQUIPMENT**

RECOMMENDATION:

That the Kansas City Board of Education **accept the low bids for the small equipment in the amount of $ 2,775.66** as submitted by Karla Strickland, Director of Nutritional Services, and Dr. Cindy Lane, Assistant Superintendent of Business & Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:
The bid was opened on July 7th, 2006. Seven companies were mailed bid specifications with four companies submitting bids. See the attached Vendor Recap.

B & J Food Service	$931.53
Sysco Food Service	No Bid
Calico Industries	$469.71
US Foods	$50.70
Qual Serv	$1323.72
Hockenbergs	No Bid
Memco	No Bid
Total	**$2,775.66**

Recommended by:
Dr. Jill Shackelford
Superintendent of Schools

Submitted by:
Dr. Cindy Lane
Assistant Superintendent
of Business & Instructional Support
Services

Karla Strickland
Karla Strickland
Director of Nutritional Services

SMALL EQUIPMENT BID – VENDOR RECAP

JULY 11, 2006

ITEM#	ITEM DESCRIPTION	QUANTITY NEEDED	CALICO	U.S. FOODS	B & J	QUAL SERV
1.	Disher #8	6 only	5.44	**5.25**	5.38	5.45
2.	Disher #12	8 only	5.44	5.25	5.38	**4.54**
3	Slotted Spoon	15 only	1.06	3.75	**.75**	1.21
4.	Brushes 4"	6 only	**6.44**	9.78	**6.44**	6.95
5.	Measuring spoons	8 only	2.77	1.50	**.35**	2.65
6.	Cake/Jello server	14 only	6.51	No Bid	6.39	**6.28**
7.	Plastic Spatula 9 ½ "	10 only	.870	1.35	**.75**	1.09
8.	Plastic Spaula 13.5"	12 only	1.62	2.00	**1.42**	1.96
9.	Plastic Spatula 18"	12 only	2.01	2.65	**1.71**	2.67
10.	High Temp Spatula 13.5"	12 only	8.26	10.00	**7.24**	7.96
11.	High Temp Spatula 16.5"	4 only	9.53	12.75	**8.80**	10.36
12.	Scales#	1 only	46.17	No Bid	**36.71**	124.18
13.	Can Opener Edlund #270	2 only	936.30	925.00	989.62	**922.47**
14.	#KO45SP Blade	4 only	18.39	No Bid	17.40	**16.22**
15.	#GO41SP Gear	4 only	28.81	No Bid	26.64	**24.84**
16.	Coffee Pots 30 cup	3 only	47.22	**39.50**	45.05	108.58
17.	Coffee Pots 55 cup	3 only	85.83	113.50	**81.90**	197.35
18.	Coffee Pots 100 cup	2 only	**95.70**	128.00	99.10	170.20
19.	Thermometer Refrig.	27 only	1.46	2.75	2.22	**1.42**
20.	Refrig-Stick-on Thermometer	5 only	2.40	No Bid	**2.22**	18.78
21.	Digital Thermometer	3 only	9.28	15.50	**5.60**	8.38
22.	Dial Thermometer	37 only	2.41	2.75	**1.95**	4.14
23.	Spreader 3 ½ "	2 only	**2.15**	6.35	5.25	4.98
24.	Wire Wisk 14" French	6 only	5.80	6.60	**2.24**	8.98
25.	Ladle 1 oz	2 only	1.09	1.75	**.75**	.88
26.	Cutting Board – 12x18"	2 only	8.42	9.25	**4.40**	8.90
27.	Egg Slicer	4 only	4.87	**3.40**	3.65	4.46
28.	Tomato Corer	2 only	1.09	1.10	**.50**	.77
29.	Flour Sifter	1 only	10.22	14.80	9.80	**9.59**
30.	Pizza Cutters 5" blade	8 only	13.52	5.00	11.75	**4.51**
31.	Translucent Food Pans- 6"-1/2 Pan	16 only	**4.50**	7.50	6.42	3.96
32.	½ pan Lids for Translucent Food Pans	14 only	2.59	3.60	3.03	**2.57**
33.	Containers plastic 4qt Sq space saver containers	6 only	4.88	No Bid	**4.66**	5.12
34.	Lids for 4qt containers	6 only	1.50	No Bid	**1.12**	2.07
35.	Knife,Paring	39 only	5.69	6.60	**3.90**	3.92
36.	Knife,Chef	4 only	**9.38**	22.50	17.60	12.61
37.	Knife,Boning	4 only	**5.07**	12.50	9.61	14.03
38.	Knife,Serated Slicer	2 only	6.78	20.45	**5.82**	7.80

39.	Box Cutters	3 only	3.68	13.50/dz	No Bid	**2.14**
40.	Utility Carts 3-shelf 500# med	4 only	184.00	185.00	189.80	**164.81**
41.	Utility Cart-1 shelf	3 only	444.00	485.00	**405.59**	442.51
42.	Dust Pan w handle	1 only	10.24	11.00	**9.74**	11.77
43.	Broom, straw	3 only	4.39	6.35	3.56	**2.64**
44.	Brush, Coffee Urn	2 only	1.87	No Bid	3.87	**1.81**
45.	Brush, Straight Fryer	2 only	3.75	5.85	**3.23**	3.62
46.	Brush, L-tipped Fryer	2 only	4.24	5.75	12.24	**3.59**
47.	Brush, General Scrub 8"	2 only	3.99	5.75	3.42	**2.21**
48.	Brush, General Scrub 20"	1 only	6.08	8.75	**5.22**	5.86
49.	Trash Can 56 gallon 12 ½ x 22 ¾ x 31 1/8"	4 only	95.84	No Bid	116.55	**95.38**
50.	Hooded top w/o door 26 5/8" x 23" x 13"	2 only	**86.73**	No Bid	114.21	93.47
51.	Trash Can, 44 gallon	2 only	**24.84**	38.25	25.47	33.46
52.	Lids for 44 gallon	2 only	9.93	13.90	**9.23**	12.21
53.	Conversion Dollies	2 only	**23.83**	36.00	26.36	34.66
54.	Rolled rim waste baskaet	1 only	3.81	4.50	**2.56**	22.13
55.	Trash Can 25 gal. Sq.	1 only	31.84	43.10	30.38	**29.83**
56.	Bun Pan Rack, 20 pan capacity, 3" spacing	2 only	294.00	156.00	**98.79**	244.00
57.	Lunch Trays Camlite Trays 16 5/16 x 11 15/16	150 only	6.09	No Bid	**5.64**	6.89
58.	Anti-Fatigue Matting General Purpose 3x5x1/2	13 only	27.74	42.50	**19.50**	46.15
59.	Cambro Organizer	2 only	53.42	No Bid	**3.50**	70.63
60.	Step Stool	1 only	36.93	47.80	**31.47**	39.35
61.	Table Skirting Shirred- Velco Clips 13" white	4 only	**48.36**	70.25	59.54	65.18
62.	Table Skirting Shirred- Velco Clips 17 ½ white	2 only	**65.10**	100.00	78.64	85.24
63.	Table Skirting Shirred- Velco Clips 21 ½ white	2 only	**79.98**	112.50	95.32	105.30
64.	Beverage Carrier 2 ½ gallon, Black	2 only	78.97	77.75	**72.42**	72.60
65.	5 gallon, Black	2 only	87.99	85.00	**82.21**	82.40
66.	Dish Rack-Pegged	6 only	10.64	15.70	9.92	**9.87**
67.	Dish Rack-Open ended	6 only	38.58	22.50	16.52	**11.05**
68.	Aprons-Denim each	24 only	No Bid	No Bid	No Bid	**7.95**
69.	Freezer Gloves-each	6 only	**1.33**	No Bid	21.75	26.88
70.	Laundry Bags	6 only	No Bid	No Bid	**3.20**	3.73

71.	5 gal storage containers-clear	4 only	**16.30**	22.10	16.78	18.50
72.	Lids for 5 gal containers-clear	4 only	10.11	**2.55**	4.49	4.50
	TOTALS		469.71	50.70	931.53	1323.72

BOLD = RECOMMENDED FOR PURCHASE

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas Public Schools
Maintenance Shop Office
313 North 10th Street Kansas City, Ks 66102
(913) 627-3850 Fax: (913) 627-3894

MEMORANDUM

TO: THE KANSAS CITY BOARD OF EDUCATION

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: ACCEPT THE SUBMITTED ALTERNATE BID TO REPAIR AND UPGRADE BLEACHERS IN GYMNASIUM AT J. C. HARMON HIGH SCHOOL

RECOMMENDATION:

That the Kansas City Board of Education **accept the submitted voluntary alternate bid from Heartland Seating, Inc. of $69,358.00 to repair and upgrade bleachers in gymnasium at J. C. Harmon High School** as submitted by Ira S. Lourie, Director of Physical Properties, and Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The bleacher units at J. C. Harmon High School gymnasium are the original system installed when the school was built. The bleachers are in need of extensive repair and upgrade to meet current code and safety items. The Board approved a call for bids on June 27, 2006. Specifications were sent to three (3) vendors. Bids were opened on Thursday, July 13, 2006, 11:00AM, in the office of the Director of Purchasing. Only one (1) bid was submitted.

Bid Tabulation

Company	**Submitted Bid** (2 week work time)	**Voluntary Alternate Bid (4 week work time)**
Heartland Seating, Inc. (Shawnee, KS)	$80,165.00	**$69,358.00**
ATHCO (Lenexa, KS)	NO BID	
AALCO and WAMCO (St. Louis, MO)	NO BID	

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Instructional
Support Services

Ira S. Lourie
Director of Physical Properties

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY, KANSAS BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 25, 2006

RE: **Request for Bids**

RECOMMENDATION:

That the Kansas City, Kansas Board of Education **approve calling for bids on a lab kitchen for the Professional Cooking area and a SimMan Patient Simulator for the Practical Nursing area;** as submitted by Barbara Schilling, Director of ATS; Dr. Cindy Lane, Assistant Superintendent for Business Affairs; and recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The equipment has been approved for purchase by the Kansas Board of Regents from Carl Perkins program improvement and capital outlay funds.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cindy Lane
Assistant Superintendent for Business Affairs

Barbara Schilling, Director ATS

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas Public Schools
Maintenance Shop Office
313 North 10th Street Kansas City, Ks 66102
(913) 627-3850 Fax: (913) 627-3894

MEMORANDUM

TO: THE KANSAS CITY BOARD OF EDUCATION

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: APPROVE A CALL FOR BIDS FOR SERVICE CONTRACT FOR ASPHALT JOURNEYMAN

RECOMMENDATION:

That the Kansas City Board of Education **approve a call for bids for service contract for asphalt journeyman** as submitted by Ira S. Lourie, Director of Physical Properties, and Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

On occasion, there is a need for outside labor/materials for asphalt projects throughout the District. Harbour Construction Company had the existing service contract for asphalt service, but gave notification they would not extend their service contract for 2006–2007. Therefore, permission is requested to call for bids, with the bid opening to be Thursday, August 3, 2006, 2PM, in the office of the Director of Purchasing.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Instructional
Support Services

Ira S. Lourie
Director of Physical Properties

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas Public Schools
Maintenance Shop Office
313 North 10th Street Kansas City, Ks 66102
(913) 627-3850 Fax: (913) 627-3894

MEMORANDUM

TO: THE KANSAS CITY BOARD OF EDUCATION

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: APPROVE A CALL FOR BIDS FOR NEW DUST COLLECTION SYSTEM AT WASHINGTON HIGH SCHOOL

RECOMMENDATION:

That the Kansas City Board of Education **approve a call for bids for a new dust collection system at Washington High School** as submitted by Ira S. Lourie, Director of Physical Properties, and Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Board approved a call for bids for a dust collector on May 23, 2006. Specifications to replace the existing dust collector in the wood shop at Washington High School were sent out with a bid opening date of Wednesday, July 12, 2006. No bids were received for this project. Therefore, permission is requested to rebid this project at a later date.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Instructional
Support Services

Ira S. Lourie
Director of Physical Properties

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO : THE KANSAS CITY BOARD OF EDUCATION

FROM : Dr. Jill Shackelford, Superintendent of Schools

DATE : July 18, 2006

SUBJECT : CALL FOR BIDS FOR FITNESS EQUIPMENT FOR SCHLAGLE HIGH SCHOOL

RECOMMENDATION:

That the Kansas City Board of Education **approve a call for bids for new fitness and weight training equipment for Schlagle High School** as submitted by Robert Young, Director of Purchasing, Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

This bid request would be for a variety of fitness and weight training equipment for Schlagle High School. Much of the equipment currently at the school is very old, is in poor condition and many pieces have been discarded as they have become damaged beyond repair. Some of the equipment is believed to be a part of the original equipment purchase at the time of the opening of the school building. The equipment ordered on this bid would include dumbbells, racks and benches and floor covering. We believe this equipment will enhance our students' physical well being and abilities as well as to help them compete in a variety of extracurricular events.

Recommended by:

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Dr. Cynthia Lane
Assistant Superintendent
for Business and Instructional Services

Robert Young
Director of Purchasing

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **PAYMENT OF BILLS**

RECOMMENDATION:

The Kansas City Board of Education **approve the Payment of Bills** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The bills are certified as due and payable in accordance with Board Policy and Administrative Guidelines and any and all State Board of Education Regulations, State Laws and/or Federal Laws.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Cynthia Lane

Dr. Cynthia Lane
Assistant Superintendent for Business and Instructional Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
23233 ABBOTT, JENNIFER							
13.60	0.00	0.00	0.00	13.60	13.60	0.00	0.00
18000 ABLE MUFFLER & AUTO REPAIR							
24.60	0.00	24.60	0.00	24.60	24.60	0.00	0.00
00872 ACE SUPPLY							
928.95	0.00	928.95	0.00	928.95	928.95	0.00	0.00
00128 ADAMS, BEVERLY J.							
38.80	0.00	38.80	0.00	38.80	38.80	0.00	0.00
23398 ADVANTAGE TECH							
3,169.97	0.00	3,169.97	0.00	3,169.97	3,169.97	0.00	0.00
25242 ALEXANDER-SMITH, JUDY							
97.32	0.00	0.00	0.00	97.32	97.32	0.00	0.00
26736 ALIBRIS							
112.83	0.00	112.83	0.00	112.83	112.83	0.00	0.00
00247 ALL SYSTEMS							
363.84	0.00	363.84	0.00	363.84	363.84	0.00	0.00
20154 AMERICAN BOTTLING CO.							
105.45	0.00	105.45	0.00	105.45	105.45	0.00	0.00
23826 AMERICAN COMPUTER SUPPLIES, INC.							
1,511.98	0.00	1,511.98	0.00	1,511.98	1,511.98	0.00	0.00
00620 AMERICAN RED CROSS							
1,990.68	0.00	1,990.68	0.00	1,990.68	1,990.68	0.00	0.00
00357 AMERICAN SPRING COMPANY INCORPORATED							
536.13	0.00	536.13	0.00	536.13	536.13	0.00	0.00
02452 AMSAN/KANSAS - MISSOURI							
1,038.04	0.00	990.00	0.00	1,038.04	1,038.04	0.00	0.00
26548 ANGELL, KIM							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
00740 APPRECIATED ADVERTISING, INC.							
5,887.08	0.00	5,935.96	0.00	5,887.08	5,887.08	0.00	0.00
00775 AREA TECHNICAL SCHOOL							
484.00	0.00	0.00	0.00	484.00	484.00	484.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
00815 ARROWHEAD MIDDLE SCHOOL							
3,598.00	0.00	0.00	0.00	3,598.00	3,598.00	3,598.00	0.00
21463 ARTHUR J. GALLAGHER & COMPANY							
104,008.59	0.00	104,008.59	0.00	104,008.59	104,008.59	104,008.59	0.00
27258 ASAP STORAGE							
510.00	0.00	510.00	0.00	510.00	510.00	0.00	0.00
00861 ASCD							
79.00	0.00	79.00	0.00	79.00	79.00	0.00	0.00
00865 ASPHALT SALES COMPANY INC							
45.20	0.00	45.20	0.00	45.20	45.20	0.00	0.00
23320 ASSET SERVICES-MIDWEST, INC.							
1,700.00	0.00	1,700.00	0.00	1,700.00	1,700.00	0.00	0.00
00880 ASSOCIATED AIR PRODUCTS							
2,380.00	0.00	2,380.00	0.00	2,380.00	2,380.00	0.00	0.00
25125 AT&T							
2,913.18	0.00	2,855.30	0.00	2,913.18	2,913.18	0.00	0.00
24092 ATMOS ENERGY							
420.80	0.00	0.00	0.00	420.80	420.80	315.70	0.00
01020 AUTOMOTIVE EQUIPMENT SERVICE, INC.							
106.62	0.00	106.62	0.00	106.62	106.62	0.00	0.00
23104 AV CAFE							
250.83	0.00	250.83	0.00	250.83	250.83	0.00	0.00
01053 B & H PHOTO & VIDEO							
2,053.34	0.00	1,799.78	0.00	2,053.34	2,053.34	0.00	0.00
01111 B & J FOOD SERVICE EQUIPMENT							
9,623.07	0.00	9,623.07	0.00	9,623.07	9,623.07	0.00	0.00
01075 BAKER & TAYLOR ENTERTAINMENT							
395.94	0.00	395.94	0.00	395.94	395.94	0.00	0.00
01066 BAKER & TAYLOR, INC.							
14,984.83	0.00	15,332.76	0.00	14,984.83	14,984.83	0.00	0.00
01118 BANKS, APRIL L.							
193.00	0.00	0.00	0.00	193.00	193.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
14033 BANNEKER ELEMENTARY SCHOOL							
56.00	0.00	0.00	0.00	56.00	56.00	56.00	0.00
01177 BARNES & NOBLE							
148.21	0.00	153.85	0.00	148.21	148.21	0.00	0.00
24304 BARRETT & ASSOCIATES							
3,200.00	0.00	3,200.00	0.00	3,200.00	3,200.00	0.00	0.00
25272 BARRIENTOS, SANDRA							
1,273.21	0.00	2,481.78	0.00	1,273.21	1,273.21	0.00	0.00
01154 BARTLETTS VACUUM							
444.13	0.00	444.13	0.00	444.13	444.13	0.00	0.00
01223 BECKLEY, ELLEN							
214.50	0.00	0.00	0.00	214.50	214.50	0.00	0.00
01334 BERRY, LINDA							
86.00	0.00	0.00	0.00	86.00	86.00	0.00	0.00
14034 BETHEL ELEMENTARY SCHOOL							
79.00	0.00	0.00	0.00	79.00	79.00	79.00	0.00
18014 BIG DUDE'S MUSIC CITY							
450.00	0.00	450.00	0.00	450.00	450.00	0.00	0.00
01418 BILL'S FLOOR MACHINE SERVICE							
116.80	0.00	116.80	0.00	116.80	116.80	0.00	0.00
21876 BLACKMORE & GLUNT							
1,907.20	0.00	1,655.00	0.00	1,907.20	1,907.20	0.00	0.00
03434 BLICK ART MATERIALS							
1,084.44	0.00	1,092.85	0.00	1,084.44	1,084.44	0.00	0.00
01491 BONNER SPRINGS UNIFIED							
4,003.94	0.00	4,826.45	0.00	4,003.94	4,003.94	0.00	0.00
01512 BORDER'S BOOKS							
2,691.99	0.00	3,325.59	0.00	2,691.99	2,691.99	0.00	0.00
01579 BRADY, CHERYL							
8,888.42	0.00	8,888.42	0.00	8,888.42	8,888.42	0.00	0.00
01556 BRENEMAN CONCRETE AND MATERIALS COMPANY							
3,277.50	0.00	3,277.50	0.00	3,277.50	3,277.50	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
01753 BRODART CO. LIBRARY SUPPLIES & FURNISHINGS						
440.11 0.00	440.11	0.00	440.11	440.11	0.00	0.00
02013 BROWN CARGO VAN INC.						
285.00 0.00	285.00	0.00	285.00	285.00	0.00	0.00
26635 BROWN, MARK						
540.00 0.00	540.00	0.00	540.00	540.00	0.00	0.00
01726 BUBLITZ MACHINERY CO.						
153.60 0.00	153.60	0.00	153.60	153.60	0.00	0.00
01758 BURNEY, BRENDA						
8.55 0.00	8.55	0.00	8.55	8.55	0.00	0.00
01837 C & C ASSOCIATES						
2,782.08 0.00	2,782.08	0.00	2,782.08	2,782.08	0.00	0.00
27342 CANFIELD, PAMELA						
145.08 0.00	0.00	0.00	145.08	145.08	0.00	0.00
02018 CARLEX						
268.08 0.00	268.08	0.00	268.08	268.08	0.00	0.00
02070 CARTERENERGY CORPORATION						
47,603.73 0.00	46,721.83	0.00	47,603.73	47,603.73	0.00	0.00
14046 CARUTHERS ELEMENTARY SCHOOL						
285.00 0.00	0.00	0.00	285.00	285.00	285.00	0.00
18038 CDW GOVERNMENT, INC.						
6,576.10 0.00	7,368.01	0.00	6,576.10	6,576.10	0.00	0.00
02153 CENTER SPORTS						
2,815.00 0.00	2,815.00	0.00	2,815.00	2,815.00	0.00	0.00
25856 CENTRAL ELEMENTARY						
358.00 0.00	0.00	0.00	358.00	358.00	358.00	0.00
02170 CENTRAL MIDDLE SCHOOL						
84.00 0.00	0.00	0.00	84.00	84.00	84.00	0.00
02187 CENTRAL POWER SYSTEMS & SERVICES						
709.21 0.00	0.00	0.00	709.21	709.21	709.21	0.00
26581 CERNY, ERIN						
66.26 0.00	0.00	0.00	66.26	66.26	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
22052 CERTIFIED LABORATORIES							
1,419.22	0.00	1,332.78	0.00	1,419.22	1,419.22	0.00	0.00
02257 CFM DISTRIBUTORS							
4,132.00	0.00	3,982.00	0.00	4,132.00	4,132.00	0.00	0.00
14037 CHELSEA ELEM SCHOOL							
208.00	0.00	0.00	0.00	208.00	208.00	208.00	0.00
26579 CHOICE SOLUTIONS, L.L.C.							
5,000.00	0.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
25085 CINTAS UNIFORM RENTAL							
303.22	0.00	301.05	0.00	303.22	303.22	0.00	0.00
02473 CLARK, LOREE							
133.60	0.00	133.60	0.00	133.60	133.60	0.00	0.00
14038 CLAUDE HUYCK ELEM SCH							
27.00	0.00	0.00	0.00	27.00	27.00	27.00	0.00
24567 COAST TO COAST COMPUTER PRODUCTS							
1,613.73	0.00	1,613.73	0.00	1,613.73	1,613.73	0.00	0.00
02624 COLEMAN EQUIPMENT, INC.							
304.05	0.00	304.05	0.00	304.05	304.05	0.00	0.00
26913 COMET INDUSTRIAL PRODUCTS							
605.00	0.00	605.00	0.00	605.00	605.00	0.00	0.00
02691 COMMENCO INC							
73.00	0.00	73.00	0.00	73.00	73.00	0.00	0.00
02698 COMMITTEE FOR CHILDREN							
19,729.94	0.00	20,231.30	0.00	19,729.94	19,729.94	0.00	0.00
27341 CON-WAY CENTRAL EXPRESS							
341.04	0.00	341.04	0.00	341.04	341.04	341.04	0.00
23526 CONCENTRA MEDICAL CENTERS							
36.00	0.00	36.00	0.00	36.00	36.00	0.00	0.00
02899 COOK'S ILLUSTRATED SUBSCRIPTION DEPT.							
19.95	0.00	2.00	0.00	19.95	19.95	0.00	0.00
25801 COPELAND, JOANN W.							
224.00	0.00	6,120.00	0.00	224.00	224.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
02925 CORONADO MIDDLE SCHOOL							
936.00	0.00	0.00	0.00	936.00	936.00	936.00	0.00
03047 CREATIVE MATHEMATICS							
927.00	0.00	927.00	0.00	927.00	927.00	0.00	0.00
24853 CREEKRIDGE CAPITAL REPUBLIC							
2,973.00	0.00	2,973.00	0.00	2,973.00	2,973.00	0.00	0.00
03078 CRIZMAC ART & EDUCATION MATERIALS							
627.11	0.00	638.00	0.00	627.11	627.11	0.00	0.00
03103 CROFT RENTAL							
85.00	0.00	86.28	0.00	85.00	85.00	0.00	0.00
04601 CROSS-MIDWEST TIRE							
1,143.69	0.00	1,143.69	0.00	1,143.69	1,143.69	0.00	0.00
03120 CRS, INC.							
1,050.00	0.00	525.00	0.00	1,050.00	1,050.00	0.00	0.00
26595 CULLEN, IVY							
437.25	0.00	437.25	0.00	437.25	437.25	0.00	0.00
20574 DAVIS, BURNELL							
29.99	0.00	29.99	0.00	29.99	29.99	0.00	0.00
03355 DEMCO, INC.							
5,550.68	0.00	6,689.27	0.00	5,550.68	5,550.68	0.00	0.00
27085 DESIGNED BUSINESS INTERIORS, INC.							
3,039.68	0.00	3,037.07	0.00	3,039.68	3,039.68	0.00	0.00
03396 DESMET, BRIDGETTE							
310.58	0.00	200.00	0.00	310.58	310.58	0.00	0.00
03406 DEVELOPMENTAL STUDIES CENTER							
1,940.20	0.00	1,780.00	0.00	1,940.20	1,940.20	0.00	0.00
22750 DIRECT COMMUNICATIONS							
874.00	0.00	874.00	0.00	874.00	874.00	0.00	0.00
04362 DON EVANS FLORIST							
768.50	0.00	593.00	0.00	768.50	768.50	0.00	0.00
03570 DONNELLY COLLEGE							
1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME	GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
27271 DONOVAN, PAUL	75.00	0.00	0.00	0.00	75.00	75.00	0.00	0.00
14039 DOUGLASS ELEM. SCHOOL	164.00	0.00	0.00	0.00	164.00	164.00	164.00	0.00
03583 DOUGLASS PUMP SERVICE	31.50	0.00	31.50	0.00	31.50	31.50	0.00	0.00
25142 DUVAL, REBECCA	143.20	0.00	0.00	0.00	143.20	143.20	0.00	0.00
06404 DYER, MOZELLA JENKINS	629.15	0.00	0.00	0.00	629.15	629.15	0.00	0.00
26778 EARLY CHILDHOOD CENTER/INDIAN SPRINGS	767.00	0.00	0.00	0.00	767.00	767.00	767.00	0.00
03895 ED'S TROPHIES	742.00	0.00	703.60	0.00	742.00	742.00	0.00	0.00
04095 EISENHOWER MIDDLE SCHOOL	129.00	0.00	0.00	0.00	129.00	129.00	129.00	0.00
14040 EMERSON ELEM SCHOOL	50.00	0.00	0.00	0.00	50.00	50.00	50.00	0.00
04226 EMPORIA STATE UNIVERSITY	1,068.45	0.00	1,068.45	0.00	1,068.45	1,068.45	1,000.00	0.00
22526 ENTERPRISE RENT-A-CAR	293.08	0.00	0.00	0.00	293.08	293.08	293.08	0.00
04072 ETA	13,667.70	0.00	13,800.70	0.00	13,667.70	13,667.70	0.00	0.00
14041 EUGENE WARE ELEMENTARY SCHOOL	157.00	0.00	0.00	0.00	157.00	157.00	157.00	0.00
27217 EYLER, KRISTA	65.00	0.00	65.00	0.00	65.00	65.00	0.00	0.00
10700 F.L. SCHLAGLE HIGH SCHOOL	1,701.00	0.00	0.00	0.00	1,701.00	1,701.00	1,701.00	0.00
14042 FAIRFAX CAMPUS	109.00	0.00	0.00	0.00	109.00	109.00	109.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26777 FAIRFAX LEARNING CENTER/INDIAN SPRINGS							
234.00	0.00	0.00	0.00	234.00	234.00	234.00	0.00
25346 FAULTLESS LINEN							
124.45	0.00	124.45	0.00	124.45	124.45	0.00	0.00
04523 FERGUSON ENTERPRISE, INC.#215							
295.04	0.00	295.04	0.00	295.04	295.04	0.00	0.00
26824 FEYERHERM CONSTRUCTION, INC.							
113,262.80	0.00	113,262.80	0.00	113,262.80	113,262.80	113,262.80	0.00
27300 FIELDHOUSE MARKETING RESEARCH							
12,900.00	0.00	13,093.50	0.00	12,900.00	12,900.00	0.00	0.00
04543 FIELDS, SANDRA							
77.20	0.00	77.20	0.00	77.20	77.20	0.00	0.00
04586 FINELINE PRODUCTS							
1,183.80	0.00	1,183.80	0.00	1,183.80	1,183.80	0.00	0.00
23934 FIRSTAT NURSING SERVICES							
1,453.00	0.00	3,186.88	0.00	1,453.00	1,453.00	0.00	0.00
27226 FISCHER-MUELLER, JENNIFER							
6,998.92	0.00	6,998.02	0.00	6,998.92	6,998.92	0.00	0.00
04629 FIVES, JOSEPH R.							
35.00	0.00	35.00	0.00	35.00	35.00	0.00	0.00
80092 FLOYD, MARVIN							
1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
27268 FOSTER, KRISTIAN							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
04804 FRANGKISER & HUTCHENS							
50,593.05	0.00	50,593.05	0.00	50,593.05	50,593.05	0.00	0.00
14044 FRANK RUSHTON ELEMENTARY SCHOOL							
37.00	0.00	0.00	0.00	37.00	37.00	37.00	0.00
04792 FREY SCIENTIFIC COMPANY							
49.10	0.00	49.14	0.00	49.10	49.10	0.00	0.00
27270 FRITSCHLE, SANDRA							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26174 FRY, CYNTHIA							
32.40	0.00	32.40	0.00	32.40	32.40	0.00	0.00
18329 GABLE, DEBBIE							
178.80	0.00	0.00	0.00	178.80	178.80	0.00	0.00
04910 GATEWAY 2000 COMPUTERS							
4,996.00	0.00	4,996.00	0.00	4,996.00	4,996.00	0.00	0.00
24714 GATEWAY BUSINESS							
5,490.00	0.00	5,490.00	0.00	5,490.00	5,490.00	0.00	0.00
04891 GATEWAY COMPANIES INC.							
9,126.00	0.00	9,126.00	0.00	9,126.00	9,126.00	0.00	0.00
05010 GIESKE SHEET METAL CO.							
243.33	0.00	243.33	0.00	243.33	243.33	0.00	0.00
27138 GILMORE, ALAN M.							
254.00	0.00	0.00	0.00	254.00	254.00	0.00	0.00
05062 GLOBAL COMPUTER SUPPLIES/TIGER DIRECT.COM							
60.97	0.00	53.98	0.00	60.97	60.97	0.00	0.00
19368 GLOBE FEARON EDUC. PUBLISHERS							
460.12	0.00	444.35	0.00	460.12	460.12	0.00	0.00
05165 GRAGGS PAINT COMPANY							
151.09	0.00	151.09	0.00	151.09	151.09	0.00	0.00
20083 GRAINGERS INC.							
474.05	0.00	474.05	0.00	474.05	474.05	0.00	0.00
14045 GRANT ELEM SCH							
732.00	0.00	0.00	0.00	732.00	732.00	732.00	0.00
21663 GRASELA, JENNIFER L.							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
26636 GREEN, SHANIKA							
57.00	0.00	57.00	0.00	57.00	57.00	0.00	0.00
26202 HALL, DEBORAH							
104.20	0.00	0.00	0.00	104.20	104.20	0.00	0.00
17446 HAMPTON BROWN BOOKS							
23.56	0.00	25.56	0.00	23.56	23.56	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME	GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
05470 HANNA RUBBER CO	197.74	0.00	197.74	0.00	197.74	197.74	0.00	0.00
25430 HARCOURT ASSESSMENT, INC.	1,105.74	0.00	1,076.90	0.00	1,105.74	1,105.74	0.00	0.00
05502 HARRELL, DONNIEL	5.00	0.00	5.00	0.00	5.00	5.00	0.00	0.00
19458 HARRIS, PATRICIA	1,392.88	0.00	1,392.88	0.00	1,392.88	1,392.88	0.00	0.00
20089 HAZEL GROVE ELEMENTARY SCHOOL	131.00	0.00	0.00	0.00	131.00	131.00	131.00	0.00
05615 HEIMAN, JAMES	155.36	0.00	0.00	0.00	155.36	155.36	0.00	0.00
06961 HEINEMANN	449.70	0.00	419.31	0.00	449.70	449.70	0.00	0.00
26935 HENDERSON, JAMES	49,950.00	0.00	49,950.00	0.00	49,950.00	49,950.00	0.00	0.00
22460 HENRY, KELLI	210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
05676 HERFF JONES, INC.	20.31	0.00	200.00	0.00	20.31	20.31	0.00	0.00
27238 HERIFORD, BRIAN "ARTHUR DODGE"	150.00	0.00	150.00	0.00	150.00	150.00	0.00	0.00
24932 HERVIEY, CHERYL	247.20	0.00	247.20	0.00	247.20	247.20	0.00	0.00
05705 HIGHSMITH COMPANY, INC.	140.49	0.00	140.49	0.00	140.49	140.49	0.00	0.00
24234 HILTON GARDEN INN KANSAS	9,367.72	0.00	9,367.72	0.00	9,367.72	9,367.72	0.00	0.00
25615 HOUGHTON MIFFLIN	960.36	0.00	977.73	0.00	960.36	960.36	0.00	0.00
05867 HY-VEE	191.73	0.00	191.73	0.00	191.73	191.73	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
21249 HY-VEE FOOD STORE							
418.70	0.00	418.70	0.00	418.70	418.70	0.00	0.00
25530 IDEA-EDUCATION ANNEX							
439.00	0.00	439.00	0.00	439.00	439.00	0.00	0.00
05963 IMBEAU, REBECCA							
200.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00
06032 INGRAM'S							
491.22	0.00	491.22	0.00	491.22	491.22	0.00	0.00
06144 INST. F/EDUCATIONAL DEV.							
175.00	0.00	175.00	0.00	175.00	175.00	0.00	0.00
23006 INTERSTATE ALL BATTERY CENTER							
96.60	0.00	96.60	0.00	96.60	96.60	0.00	0.00
05495 J C HARMON HIGH SCHOOL							
3,606.00	0.00	0.00	0.00	3,606.00	3,606.00	3,606.00	0.00
19268 J.A. SEXAUER							
695.07	0.00	584.37	0.00	695.07	695.07	0.00	0.00
06378 JACOBS PUBLISHING							
280.19	0.00	247.10	0.00	280.19	280.19	0.00	0.00
21575 JAY WOLFE CHEVROLET/OLDSMOBILE							
7,109.97	0.00	7,109.97	0.00	7,109.97	7,109.97	0.00	0.00
01780 JERRY BURKE TRAVEL SERV							
2,321.74	0.00	2,302.20	0.00	2,321.74	2,321.74	0.00	0.00
27306 JIM MILLAM DITCHING, LLC							
900.00	0.00	750.00	0.00	900.00	900.00	0.00	0.00
14049 JOHN FISKE ELEM SCH							
79.00	0.00	0.00	0.00	79.00	79.00	79.00	0.00
26594 JOHN, FRANCES							
895.50	0.00	895.50	0.00	895.50	895.50	0.00	0.00
21927 JOHNSON, EUGENE							
665.00	0.00	665.00	0.00	665.00	665.00	0.00	0.00
06573 JURADO, CARMEN							
72.00	0.00	72.00	0.00	72.00	72.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
06937 K-LOG							
2,012.00	0.00	2,012.00	0.00	2,012.00	2,012.00	0.00	0.00
06650 KAGAN COOPERATIVE LEARNIN							
2,736.00	0.00	2,736.00	0.00	2,736.00	2,736.00	0.00	0.00
06699 KANCEL, RITA							
63.60	0.00	63.60	0.00	63.60	63.60	0.00	0.00
01470 KANSAS CITY BOARD OF PUBLIC UTILITIES							
371,428.81	0.00	0.00	0.00	371,428.81	371,428.81	371,428.81	0.00
06639 KANSAS CITY CHEMICAL							
2,783.20	0.00	2,783.20	0.00	2,783.20	2,783.20	0.00	0.00
06800 KANSAS CITY KANSAN							
84.56	0.00	84.56	0.00	84.56	84.56	0.00	0.00
06799 KANSAS CITY KANSAS PUBLIC LIBRARY							
61,301.86	0.00	61,099.86	0.00	61,301.86	61,301.86	61,301.86	0.00
06923 KANSAS CITY MECHANICAL							
35,933.80	0.00	21,348.00	0.00	35,933.80	35,933.80	0.00	0.00
17574 KANSAS CITY ZOO							
72.00	0.00	72.00	0.00	72.00	72.00	0.00	0.00
06824 KANSAS CORRECTIONAL INDUSTRIES							
99,871.98	0.00	99,871.98	0.00	99,871.98	99,871.98	0.00	0.00
06943 KANSAS DEPT. OF REVENUE DIV. OF VEHICLES							
2.00	0.00	2.00	0.00	2.00	2.00	2.00	0.00
07150 KANSAS GAS SERVICE							
100.76	0.00	0.00	0.00	100.76	100.76	100.76	0.00
07255 KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATI							
18,115.09	0.00	18,115.09	0.00	18,115.09	18,115.09	0.00	0.00
26321 KANSAS STATE UNIVERSITY							
9,262.90	0.00	9,262.90	0.00	9,262.90	9,262.90	0.00	0.00
06775 KANSAS TURNPIKE AUTHORITY							
33.25	0.00	33.25	0.00	33.25	33.25	0.00	0.00
06864 KAW VALLEY LANDSCAPE SUPPLY							
416.64	0.00	416.64	0.00	416.64	416.64	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
06940 KCK CHAMBER OF COMMERCE							
550.00	0.00	550.00	0.00	550.00	550.00	0.00	0.00
06945 KCK COMMUNITY COLLEGE							
501.45	0.00	501.45	0.00	501.45	501.45	0.00	0.00
06913 KCR INTERNATIONAL TRUCK, INC.							
6,631.53	0.00	6,031.53	0.00	6,631.53	6,631.53	0.00	0.00
27207 KEEP BOOKS							
462.00	0.00	440.00	0.00	462.00	462.00	0.00	0.00
06970 KELLER FIRE & SAFETY INC							
1,275.09	0.00	1,275.09	0.00	1,275.09	1,275.09	0.00	0.00
07030 KENTON AUTO GLASS CO							
180.00	0.00	180.00	0.00	180.00	180.00	0.00	0.00
24808 KEUCHEL, MELISSA							
32.92	0.00	32.92	0.00	32.92	32.92	0.00	0.00
24995 KEY EQUIPMENT FINANCE							
408.88	0.00	408.88	0.00	408.88	408.88	0.00	0.00
26547 KIRCHER, JULIE							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
22398 KONRADY'S LAWN & LANDSCAPING							
7,636.58	0.00	7,636.58	0.00	7,636.58	7,636.58	0.00	0.00
07288 KRA CONFERENCE							
180.00	0.00	180.00	0.00	180.00	180.00	0.00	0.00
09305 KROSS OFFICE OUTFITTERS							
11,949.92	0.00	12,013.31	0.00	11,949.92	11,949.92	0.00	0.00
22755 LABOR PROS							
4,940.00	0.00	4,940.00	0.00	4,940.00	4,940.00	0.00	0.00
07362 LAKESHORE BASICS							
1,376.55	0.00	1,376.55	0.00	1,376.55	1,376.55	0.00	0.00
25992 LAW, LACEY							
64.40	0.00	64.40	0.00	64.40	64.40	0.00	0.00
07600 LEE'S PRINTING							
9,500.00	0.00	10,000.00	0.00	9,500.00	9,500.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26582 LEGRAND, LYNETTE							
263.64	0.00	0.00	0.00	263.64	263.64	0.00	0.00
14050 LINDBERGH ELEMENTARY SCHOOL							
128.00	0.00	0.00	0.00	128.00	128.00	128.00	0.00
25996 LOWE'S OF KANSAS CITY, KS (SHOP ONLY)							
152.64	0.00	152.64	0.00	152.64	152.64	0.00	0.00
07886 MAHER OIL CO.							
6,102.30	0.00	6,102.30	0.00	6,102.30	6,102.30	0.00	0.00
08131 MAHONEY, SUSANNE							
22.40	0.00	0.00	0.00	22.40	22.40	0.00	0.00
24344 MARDEL							
36.97	0.00	36.97	0.00	36.97	36.97	0.00	0.00
14054 MARK TWAIN ELEMENTARY SCHOOL							
264.00	0.00	0.00	0.00	264.00	264.00	264.00	0.00
23815 MASON, KELLY							
43.84	0.00	0.00	0.00	43.84	43.84	0.00	0.00
07941 MASSCO MAINTENANCE SUPPLY							
160.56	0.00	163.56	0.00	160.56	160.56	0.00	0.00
25497 MATH SOLUTIONS PUBLICATIONS							
247.32	0.00	247.32	0.00	247.32	247.32	0.00	0.00
23156 MCCONNAUGHEY, MAGEN							
5.40	0.00	0.00	0.00	5.40	5.40	0.00	0.00
25857 MCKINLEY ELEMENTARY							
143.00	0.00	0.00	0.00	143.00	143.00	143.00	0.00
27301 MCNEALEY, NANCY							
208.98	0.00	208.98	0.00	208.98	208.98	0.00	0.00
27229 MENDENHALL, MARSHA							
50.00	0.00	50.00	0.00	50.00	50.00	0.00	0.00
08425 MERRILL, MARLENE							
338.40	0.00	0.00	0.00	338.40	338.40	0.00	0.00
27314 MHC KENWORTH							
2,000.00	0.00	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
23791 MICHALSKI, JR., EDMOND J.						
210.00 0.00	210.00	0.00	210.00	210.00	0.00	0.00
08323 MICHELIN NORTH AMERICA						
3,762.25 0.00	3,762.25	0.00	3,762.25	3,762.25	0.00	0.00
08407 MIDWEST BUS SALES INC.						
228.87 0.00	331.13	0.00	228.87	228.87	0.00	0.00
08368 MIDWEST COMPUTER ASSOC.						
9,225.00 0.00	9,225.00	0.00	9,225.00	9,225.00	0.00	0.00
08519 MIDWEST TECHNOLOGY CONNECTION						
4,618.75 0.00	4,618.75	0.00	4,618.75	4,618.75	0.00	0.00
08461 MIKIJANIS, MARY K.						
176.00 0.00	0.00	0.00	176.00	176.00	0.00	0.00
08573 MISSOURI SEWING MACHINE						
84.00 0.00	84.00	0.00	84.00	84.00	0.00	0.00
08592 MOBILFONE						
384.82 0.00	384.82	0.00	384.82	384.82	0.00	0.00
21030 MOCK, BRET						
210.00 0.00	210.00	0.00	210.00	210.00	0.00	0.00
14056 MORSE EARLY CHILDHOOD						
70.00 0.00	0.00	0.00	70.00	70.00	70.00	0.00
21931 MOZAFFARI, CAROLINE						
110.80 0.00	110.80	0.00	110.80	110.80	0.00	0.00
24537 MT. CARMEL REDEVELOPMENT CORP., INC.						
1,500.00 0.00	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
27095 MUSE III, ROBERT L.						
678.00 0.00	294.00	0.00	678.00	678.00	384.00	0.00
04979 NAPA AUTO PARTS KANSAS CITY D.C.						
152.74 0.00	152.74	0.00	152.74	152.74	0.00	0.00
08826 NATIONAL COUNCIL TEACHERS OF MATH						
87.82 0.00	86.12	0.00	87.82	87.82	0.00	0.00
23108 NATIONAL GEOGRAPHIC SCHOOL PUBLISHING SOC.						
2,551.67 0.00	2,566.38	0.00	2,551.67	2,551.67	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
19427 NATIONAL MINORITY UPDATE							
245.00	0.00	245.00	0.00	245.00	245.00	0.00	0.00
09085 NEIDHART, CAMILLE							
253.25	0.00	0.00	0.00	253.25	253.25	0.00	0.00
20090 NEW STANLEY ELEMENTARY SCHOOL							
45.00	0.00	0.00	0.00	45.00	45.00	45.00	0.00
27308 NEWTON, MELODY							
150.00	0.00	150.00	0.00	150.00	150.00	0.00	0.00
25913 NEXTEL COMMUNICATIONS							
900.38	0.00	900.38	0.00	900.38	900.38	0.00	0.00
14057 NOBLE PRENTIS ELEMENTARY SCHOOL							
21.00	0.00	0.00	0.00	21.00	21.00	21.00	0.00
09205 NORTHWEST MIDDLE SCHOOL							
965.00	0.00	0.00	0.00	965.00	965.00	965.00	0.00
04690 NUTRITIONAL SERVICES							
3,073.60	0.00	2,985.60	0.00	3,073.60	3,073.60	2,848.00	0.00
26505 O'NEAL, RABIAH M.							
269.27	0.00	0.00	0.00	269.27	269.27	0.00	0.00
09256 O'REILLY AUTO PARTS							
10.85	0.00	10.85	0.00	10.85	10.85	0.00	0.00
08399 ODORITE MID AMERICA							
19.50	0.00	19.50	0.00	19.50	19.50	0.00	0.00
22401 OFFICE DEPOT							
6,018.23	0.00	5,976.63	0.00	6,018.23	6,018.23	0.00	0.00
25699 OHIO CASUALTY GROUP							
224.00	0.00	224.00	0.00	224.00	224.00	0.00	0.00
09333 OLAND, DAVID E.							
24.40	0.00	0.00	0.00	24.40	24.40	0.00	0.00
25186 OMB POLICE SUPPLY, INC.							
189.84	0.00	189.84	0.00	189.84	189.84	0.00	0.00
23045 OMEGA DOOR AND HARDWARE							
6,428.00	0.00	6,428.00	0.00	6,428.00	6,428.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
21781 ONEOK ENGERGY MARKETING COMPANY							
8,753.39	0.00	0.00	0.00	8,753.39	8,753.39	8,753.39	0.00
24035 OPERATION WILDLIFE							
175.00	0.00	175.00	0.00	175.00	175.00	0.00	0.00
09410 OVERHEAD DOOR COMPANY OF KC							
2,832.00	0.00	2,832.00	0.00	2,832.00	2,832.00	0.00	0.00
09414 OVERLAND TOOL, INC.							
6,868.71	0.00	6,868.71	0.00	6,868.71	6,868.71	0.00	0.00
09441 OXFORD UNIVERSITY PRESS							
26.47	0.00	21.95	0.00	26.47	26.47	0.00	0.00
09446 OYER, MARSHA							
150.00	0.00	150.00	0.00	150.00	150.00	0.00	0.00
21014 PARK UNIVERSITY							
687.00	0.00	687.00	0.00	687.00	687.00	0.00	0.00
14058 PARKER EARLY CHILDHOOD							
86.00	0.00	0.00	0.00	86.00	86.00	86.00	0.00
18155 PEARSON EDUCATION							
289.61	0.00	292.16	0.00	289.61	289.61	0.00	0.00
09637 PERFECTION LEARNING							
407.48	0.00	403.82	0.00	407.48	407.48	0.00	0.00
09653 PERMA-BOUND							
217.48	0.00	217.48	0.00	217.48	217.48	0.00	0.00
26544 PETERSON, JUSTIN							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
09696 PETTY CASH ACCOUNT TREASURER BD.OF EDUCATION							
1,270.98	0.00	1,270.98	0.00	1,270.98	1,270.98	1,270.98	0.00
09690 PETTY CASH WEST WYANDOTTE LIBRARY							
157.77	0.00	157.77	0.00	157.77	157.77	0.00	0.00
09694 PETTY CASH, LIBRARY							
245.16	0.00	245.16	0.00	245.16	245.16	0.00	0.00
25603 PETZ, TOM							
139.80	0.00	139.80	0.00	139.80	139.80	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26776 PIERCE, B. SUE							
139.25	0.00	0.00	0.00	139.25	139.25	0.00	0.00
09784 PIPER UNIFIED SCHOOL DISTRICT #203							
931.86	0.00	931.86	0.00	931.86	931.86	0.00	0.00
09664 PITTSBURG STATE UNIV							
1,782.00	0.00	1,782.00	0.00	1,782.00	1,782.00	0.00	0.00
22883 PLASTIC PACKAGE							
9,175.00	0.00	9,175.00	0.00	9,175.00	9,175.00	0.00	0.00
15801 POSTMASTER							
8,580.00	0.00	0.00	0.00	8,580.00	8,580.00	8,580.00	0.00
19393 POWELL, MABLE J.							
1,119.00	0.00	1,119.00	0.00	1,119.00	1,119.00	0.00	0.00
04978 PRAXAIR/GENEX							
376.74	0.00	376.74	0.00	376.74	376.74	0.00	0.00
24938 PREFERRED PRODUCTS, INC.							
4,293.36	0.00	3,120.44	0.00	4,293.36	4,293.36	0.00	0.00
24559 PUBLIC STORAGE							
165.30	0.00	165.30	0.00	165.30	165.30	0.00	0.00
10070 PURCHASE POWER - PITNEY BOWES							
79.28	0.00	79.28	0.00	79.28	79.28	0.00	0.00
23194 PYLE,DAWN							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
14059 QUINDARO ELEMENTARY SCHOOL							
111.00	0.00	0.00	0.00	111.00	111.00	111.00	0.00
04619 R.F. FISHER ELECTRIC CO.							
4,146.97	0.00	4,469.68	0.00	4,146.97	4,146.97	0.00	0.00
22156 RANEY, DIANA							
184.00	0.00	0.00	0.00	184.00	184.00	0.00	0.00
20641 READ NATURALLY							
1,438.80	0.00	1,386.00	0.00	1,438.80	1,438.80	0.00	0.00
10226 READING REPTILE							
1,166.16	0.00	1,168.00	0.00	1,166.16	1,166.16	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
22221 RECORDED BOOKS							
142.22	0.00	136.19	0.00	142.22	142.22	0.00	0.00
25733 RITZ CAMERA							
384.00	0.00	384.00	0.00	384.00	384.00	0.00	0.00
22625 RIVER CITY PRODUCTS PACKAGING, INC.							
4,572.39	0.00	4,572.39	0.00	4,572.39	4,572.39	0.00	0.00
19957 ROBERTS DAIRY							
3,695.44	0.00	3,695.44	0.00	3,695.44	3,695.44	0.00	0.00
25720 ROWELL, CARIN							
60.60	0.00	60.60	0.00	60.60	60.60	0.00	0.00
10565 RYAN BUILDING MATERIALS, LLC.							
808.89	0.00	808.89	0.00	808.89	808.89	0.00	0.00
25479 S & F MOWING/R & R MOWING LLC							
12,472.20	0.00	12,472.20	0.00	12,472.20	12,472.20	0.00	0.00
25511 SAFE T CLASSROOM PRODUCTS							
154.13	0.00	141.40	0.00	154.13	154.13	0.00	0.00
05145 SAFETY & HEALTH COUNCIL							
20.00	0.00	20.00	0.00	20.00	20.00	0.00	0.00
21840 SAGEBRUSH							
472.50	0.00	472.50	0.00	472.50	472.50	0.00	0.00
10686 SAMPLE, JUDGE							
1,302.04	0.00	1,302.04	0.00	1,302.04	1,302.04	0.00	0.00
19017 SARGENT WELCH SCIENTIFIC							
3,902.85	0.00	4,335.00	0.00	3,902.85	3,902.85	0.00	0.00
26159 SCHENDEL PEST SERVICES							
4,141.53	0.00	4,068.03	0.00	4,141.53	4,141.53	0.00	0.00
19746 SCHIFFMAYER PLASTICS CORP.							
163.75	0.00	163.75	0.00	163.75	163.75	0.00	0.00
10728 SCHOLASTIC CLASSROOM MAGAZINE							
391.29	0.00	386.00	0.00	391.29	391.29	0.00	0.00
23295 SCHOLASTIC, INC.							
685.59	0.00	721.21	0.00	685.59	685.59	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
00351 SCHOOL SPECIALTY							
186.99	0.00	186.99	0.00	186.99	186.99	0.00	0.00
27228 SCHRADER, TERI							
7,023.96	0.00	7,023.96	0.00	7,023.96	7,023.96	0.00	0.00
10800 SCHUTTE LUMBER COMPANY							
315.58	0.00	315.58	0.00	315.58	315.58	0.00	0.00
16536 SCHWARTZ, DAWN B							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
20670 SHERRETTS-RISLEY, SCARLETT							
108.00	0.00	0.00	0.00	108.00	108.00	0.00	0.00
10963 SHERWIN WILLIAMS							
1,612.50	0.00	1,612.50	0.00	1,612.50	1,612.50	0.00	0.00
20095 SHOP DEPARTMENT - U.S.D. 500							
93.00	0.00	0.00	0.00	93.00	93.00	93.00	0.00
20619 SILLMAN, LARRY							
111.20	0.00	106.80	0.00	111.20	111.20	0.00	0.00
14061 SILVER CITY ELEM SCH							
24.00	0.00	0.00	0.00	24.00	24.00	24.00	0.00
26975 SIMPLEX/GRINNELL							
1,212.02	0.00	1,212.02	0.00	1,212.02	1,212.02	0.00	0.00
11095 SMALLWOOD LOCKSMITHS							
2,505.74	0.00	2,505.74	0.00	2,505.74	2,505.74	0.00	0.00
27269 SMITH, DIANE M.							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
11176 SOCIAL COMMITTEE							
277.00	0.00	0.00	0.00	277.00	277.00	277.00	0.00
20743 SOLI'S INSTY PRINTS							
92.00	0.00	124.50	0.00	92.00	92.00	0.00	0.00
11223 SOUTHERN SERVICES							
135.00	0.00	135.00	0.00	135.00	135.00	0.00	0.00
11297 SOUTHWESTERN BELL YELLOW PAGES							
481.64	0.00	481.64	0.00	481.64	481.64	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26753 SPATULA CENTRAL							
3,295.00	0.00	3,295.00	0.00	3,295.00	3,295.00	0.00	0.00
06292 SPECIAL EDUCATION DEPARTMENT							
280.40	0.00	0.00	0.00	280.40	280.40	280.40	0.00
24425 SPRINT							
120.37	0.00	120.37	0.00	120.37	120.37	0.00	0.00
11327 SRA/MCGRAW-HILL							
554.85	0.00	561.66	0.00	554.85	554.85	0.00	0.00
11350 STANION WHOLESALE ELEC.							
10,297.54	0.00	10,297.54	0.00	10,297.54	10,297.54	0.00	0.00
26063 STEVENSON, CURTIS							
520.80	0.00	1,302.00	0.00	520.80	520.80	0.00	0.00
14063 STONY POINT NORTH ELEMETARY SCHOOL							
156.00	0.00	0.00	0.00	156.00	156.00	156.00	0.00
14064 STONY POINT SOUTH ELEMENTARY SCHOOL							
162.00	0.00	0.00	0.00	162.00	162.00	162.00	0.00
11555 STRASSER HARDWARE							
634.90	0.00	634.90	0.00	634.90	634.90	0.00	0.00
23401 SUMMIT LEARNING							
78.45	0.00	70.95	0.00	78.45	78.45	0.00	0.00
11630 SUMNER ACADEMY							
5,115.00	0.00	0.00	0.00	5,115.00	5,115.00	5,115.00	0.00
11631 SUN ART DECALS INC.							
129.05	0.00	129.05	0.00	129.05	129.05	0.00	0.00
11659 SUPERIOR SCHOOL SUPPLY CO							
145.70	0.00	209.19	0.00	145.70	145.70	0.00	0.00
11658 SUPPLY CLOSET							
492.59	0.00	471.53	0.00	492.59	492.59	0.00	0.00
27250 SWISHER, JUDITH D.							
2,000.00	0.00	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
27196 SYS-KOOL, L.L.C.							
346.00	0.00	346.00	0.00	346.00	346.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26546 WEBB, PHILIP T.							
210.00	0.00	210.00	0.00	210.00	210.00	0.00	0.00
14067 WELBORN ELEMENTARY SCHOOL							
294.00	0.00	0.00	0.00	294.00	294.00	294.00	0.00
13244 WESTERN BLUE							
3,042.05	0.00	3,042.05	0.00	3,042.05	3,042.05	0.00	0.00
13247 WESTERN EXTRALITE CO.							
280.67	0.00	280.67	0.00	280.67	280.67	0.00	0.00
24172 WESTFAHL, SUSAN							
25.84	0.00	0.00	0.00	25.84	25.84	0.00	0.00
13219 WESTFALL GMC TRUCK INC.							
153.52	0.00	153.52	0.00	153.52	153.52	0.00	0.00
13372 WHITE, JAMES M							
179.80	0.00	179.80	0.00	179.80	179.80	0.00	0.00
13358 WHITE, PHYLLIS							
80.20	0.00	0.00	0.00	80.20	80.20	0.00	0.00
14069 WHITTIER ELEMENTARY SCHOOL							
64.00	0.00	0.00	0.00	64.00	64.00	64.00	0.00
13350 WICHITA AIRPORT HILTON							
87.98	0.00	188.08	0.00	87.98	87.98	0.00	0.00
13350 WICHITA HILTON AIRPORT							
615.86	0.00	527.88	0.00	615.86	615.86	0.00	0.00
13349 WIEDNER, LORI							
46.00	0.00	46.00	0.00	46.00	46.00	0.00	0.00
13431 WIND TRAX, INC.							
132.64	0.00	132.64	0.00	132.64	132.64	0.00	0.00
13477 WINNELSON COMPANY							
4,050.00	0.00	4,050.00	0.00	4,050.00	4,050.00	0.00	0.00
19181 WISEMAN LAWN EQUIPMENT							
156.50	0.00	156.50	0.00	156.50	156.50	0.00	0.00
13540 WYANDOT CTR. COMMUNITY BEHAVIORAL HEALTHCARE							
2,592.00	0.00	2,592.00	0.00	2,592.00	2,592.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
13560 WYANDOTTE HIGH SCHOOL							
33.00	0.00	0.00	0.00	33.00	33.00	33.00	0.00
13580 WYANDOTTE WEST							
475.00	0.00	510.00	0.00	475.00	475.00	0.00	0.00
13156 XPEDX							
1,658.50	0.00	1,658.40	0.00	1,658.50	1,658.50	0.00	0.00
13665 ZEP MANUFACTURING COMPANY							
1,087.16	0.00	1,087.16	0.00	1,087.16	1,087.16	0.00	0.00
25888 ZURICH							
6,406.03	0.00	6,406.03	0.00	6,406.03	6,406.03	0.00	0.00
BANK TOTAL:							
1,632,180.50	0.00	1,205,452.75	0.00	1,632,180.50	1,632,180.50	715,662.45	0.00
GRAND TOTAL:							
1,632,180.50	0.00	1,205,452.75	0.00	1,632,180.50	1,632,180.50	715,662.45	0.00

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

ADDENDUM AGENDA

Tuesday,
July 18, 2006
5:30 p.m.

IX. Communications

A. Report on NEA-KCK New Teacher Survival Store by Marsha Longabach.

XII. Reports of the Superintendent

F. Approve Human Resources Report and Recommendations Addendum (Note Page 319).

Q. Payment of Bills (Note Page 321).

625 Minnesota Avenue
913•551•3200

Kansas City, Kansas 66101
Fax: 913•551•3217

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **HUMAN RESOURCES REPORT AND RECOMMENDATIONS ADDENDUM #1**

RECOMMENDATION:

The Kansas City Board of Education **approve the Human Resources Report and Recommendations Addendum #1** as submitted by Mr. John Rios, Assistant Superintendent for Human and Community Resources, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION

The Human Resources Report and Recommendations are made in accordance with Board Policy and Administrative Guidelines and any and all applicable State Laws and/or State Board of Education Regulations.

These addendum recommendations are for human resources matters that occurred after the regular agenda was forwarded to you.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Mr. John Rios
Assistant Superintendent for
Human and Community Resources

July 18, 2006

ADDENDUM

A. *EMPLOYMENT*

(1) The following personnel be employed on the effective dates indicated: (*Subject to 06/07 salary negotiations:

Hawkins, Henrietta (Grade 5, Banneker Elementary)	*$50,257	08/07/06	110 040 404 110000 120	187
Pelzl, Jami (Grade 3, Welborn Elementary)	*$32,933	08/07/06	110 040 489 110000 120	187

B. *SEPARATION*

(2) The resignation of Lynn Clark-Shoemaker, paraprofessional, be accepted effective the close of the 2005/2006 school year.

(3) The employment of Dawn Cleveland, teacher, be rescinded effective the 2006/2007 school year.

(4) The employment of Kay Rambo, secretary, be terminated effective July 10, 2006.

(5) The termination of Dr. Larry Englebrick, assistant superintendent, be rescinded and his resignation be accepted effective the close of the 2005/2006 school year, subject to the terms and conditions of a fully executed waiver and release of all claims.

C. *SALARY ADJUSTMENTS AND REIMBURSEMENTS*

(6) Sharon Wilkes, teacher, be paid $14.53 per hour for a maximum of thirty-three (33) hours for working with TERC Training after competition of the workshop, effective July 10 to July 14, 2006. Budget 446 017 001 110000 314

(7) Eric Smith, substitute bus driver, be transferred to regular bus driver to be paid $15.42 per hour effective the 2006/2007 school year. Budget 170 025 600 272000 171

(8) Angelicia Cisneros, ESL parent educator, be transferred to 261 duty days to be paid $40,585, effective July 1, 2006. Budget 180 039 001 110000 169

D. *LEAVES OF ABSENCE*

E. *APPROVED TRAVEL*

F. *MISCELLANEOUS*

(9) Holly Nicole O'Leary to Holly Nicole Murphy (Marriage)

KANSAS CITY
KANSAS
PUBLIC SCHOOLS

Kansas City, Kansas
Public Schools

Unified School District No. 500

MEMORANDUM

TO: **THE KANSAS CITY BOARD OF EDUCATION**

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: July 18, 2006

SUBJECT: **PAYMENT OF BILLS ADDENDUM**

RECOMMENDATION:

The Kansas City Board of Education **approve the Payment of Bills Addendum** as submitted by Dr. Cynthia Lane, Assistant Superintendent for Business and Instructional Support Services, and as recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The bills are certified as due and payable in accordance with Board Policy and Administrative Guidelines and any and all State Board of Education Regulations, State Laws and/or Federal Laws. This addendum is for bills approved for payment after the regular agenda was forwarded to you.

Recommended by:

Jill Shackelford

Dr. Jill Shackelford
Superintendent of Schools

Submitted by:

Cynthia Lane

Dr. Cynthia Lane
Assistant Superintendent for Business and Instructional Support Services

625 Minnesota Avenue • Kansas City, Kansas 66101
913•551•3200 Fax: 913•551•3217

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME	GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
18000 ABLE MUFFLER & AUTO REPAIR	150.00	0.00	150.00	0.00	150.00	150.00	0.00	0.00
00386 ACT	899.00	0.00	899.00	0.00	899.00	899.00	0.00	0.00
23398 ADVANTAGE TECH	3,359.51	0.00	3,359.51	0.00	3,359.51	3,359.51	0.00	0.00
19749 ALEXANDER OPEN SYSTEMS	607.76	0.00	607.76	0.00	607.76	607.76	0.00	0.00
00475 AMERICAN MICRO	899.00	0.00	899.00	0.00	899.00	899.00	0.00	0.00
26148 AT&T	1,090.53	0.00	1,090.53	0.00	1,090.53	1,090.53	0.00	0.00
23104 AV CAFE	36.73	0.00	36.73	0.00	36.73	36.73	0.00	0.00
27333 AVILA, GUADELUPE	50.00	0.00	50.00	0.00	50.00	50.00	0.00	0.00
01075 BAKER & TAYLOR ENTERTAINMENT	520.78	0.00	520.78	0.00	520.78	520.78	0.00	0.00
01066 BAKER & TAYLOR, INC.	5,374.69	0.00	5,374.69	0.00	5,374.69	5,374.69	0.00	0.00
27332 BAKER, VAVICE	50.00	0.00	50.00	0.00	50.00	50.00	0.00	0.00
26713 BARNETT	325.93	0.00	325.93	0.00	325.93	325.93	0.00	0.00
01154 BARTLETTS VACUUM	237.59	0.00	237.59	0.00	237.59	237.59	0.00	0.00
27093 BBC AUDIOBOOKS AMERICA	435.16	0.00	435.16	0.00	435.16	435.16	0.00	0.00
01365 BERNIE ELECTRIC WHOLESALE	595.32	0.00	595.22	0.00	595.32	595.32	0.00	0.00
01418 BILL'S FLOOR MACHINE SERVICE	127.50	0.00	127.50	0.00	127.50	127.50	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
01527 BOB ALLEN FORD INC.							
147.18	0.00	147.18	0.00	147.18	147.18	0.00	0.00
11528 BOOK HOUSE							
335.58	0.00	335.58	0.00	335.58	335.58	0.00	0.00
01502 BOOK WHOLESALERS INC.							
1,202.99	0.00	1,203.99	0.00	1,202.99	1,202.99	0.00	0.00
27315 BOSWELL, VANESSA H.							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
01556 BRENEMAN CONCRETE AND MATERIALS COMPANY							
1,677.50	0.00	1,677.50	0.00	1,677.50	1,677.50	0.00	0.00
27316 BRINK, KAREN							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
01753 BRODART CO. LIBRARY SUPPLIES & FURNISHINGS							
1,895.40	0.00	1,895.40	0.00	1,895.40	1,895.40	0.00	0.00
27319 BROWN, SALLY							
50.00	0.00	50.00	0.00	50.00	50.00	0.00	0.00
02070 CARTERENERGY CORPORATION							
19,673.83	0.00	15,000.00	0.00	19,673.83	19,673.83	0.00	0.00
18038 CDW GOVERNMENT, INC.							
27.99	0.00	27.99	0.00	27.99	27.99	0.00	0.00
25594 CENTER POINT LARGE							
152.16	0.00	152.16	0.00	152.16	152.16	0.00	0.00
26936 CHACONAS, DENNIS							
27,000.00	0.00	27,000.00	0.00	27,000.00	27,000.00	0.00	0.00
27326 CHAPPLE, ALECIA							
25.00	0.00	25.00	0.00	25.00	25.00	0.00	0.00
06550 CHARLES D. JONES CO.,INC.							
1,101.85	0.00	1,101.85	0.00	1,101.85	1,101.85	0.00	0.00
27335 CHATMON, BRIDGET							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
02344 CHIEF STATE BOILER INSPECTOR							
2,790.00	0.00	2,790.00	0.00	2,790.00	2,790.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
25616 CLAYTON PAPER & DISTRIBUTION, INC.							
3,217.30	0.00	3,213.63	0.00	3,217.30	3,217.30	0.00	0.00
02691 COMMENCO INC							
176.20	0.00	176.20	0.00	176.20	176.20	0.00	0.00
24853 CREEKRIDGE CAPITAL LLC-LB							
2,973.00	0.00	2,973.00	0.00	2,973.00	2,973.00	0.00	0.00
19882 DD MARKETING, INC.							
6,121.70	0.00	6,121.70	0.00	6,121.70	6,121.70	0.00	0.00
25256 DESIGN MECHANICAL, INC.							
11,736.00	0.00	11,736.00	0.00	11,736.00	11,736.00	0.00	0.00
03396 DESMET, BRIDGETTE							
52.44	0.00	52.44	0.00	52.44	52.44	0.00	0.00
03478 DIRECT COMMUNICATIONS,INC							
826.00	0.00	826.00	0.00	826.00	826.00	0.00	0.00
27320 DOMINGUEZ, MISTIE							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
03163 E-FILLIATE INC.							
232.57	0.00	232.57	0.00	232.57	232.57	0.00	0.00
26672 EBSCO							
323.70	0.00	323.70	0.00	323.70	323.70	0.00	0.00
04165 ELECTRONIC SUPPLY							
249.13	0.00	249.13	0.00	249.13	249.13	0.00	0.00
25820 EMERY-PRATT COMPANY							
347.32	0.00	347.32	0.00	347.32	347.32	0.00	0.00
04441 FACTORY MOTOR PARTS							
37.12	0.00	37.12	0.00	37.12	37.12	0.00	0.00
08717 FASTPRO, INTERNATIONAL							
88.20	0.00	88.20	0.00	88.20	88.20	0.00	0.00
04681 FLOROCK							
473.96	0.00	473.96	0.00	473.96	473.96	0.00	0.00
04804 FRANGKISER & HUTCHENS							
332.20	0.00	332.20	0.00	332.20	332.20	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
18366 GALE GROUP, THE							
1,059.12	0.00	1,059.42	0.00	1,059.12	1,059.12	0.00	0.00
27324 GARCIA, THERESA							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
04971 GENERAL BINDING CORP.							
297.75	0.00	297.75	0.00	297.75	297.75	0.00	0.00
05035 GLENCOE - MCGRAW-HILL							
435.81	0.00	435.81	0.00	435.81	435.81	0.00	0.00
05104 GOEDECKE							
171.45	0.00	171.45	0.00	171.45	171.45	0.00	0.00
05165 GRAGGS PAINT COMPANY							
541.81	0.00	541.81	0.00	541.81	541.81	0.00	0.00
17625 GRAPHIC SERVICES COMPANY							
54.95	0.00	54.95	0.00	54.95	54.95	0.00	0.00
27317 GUZMAN, RAFAEL							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
27318 HARPER, JEANETTE							
50.00	0.00	50.00	0.00	50.00	50.00	0.00	0.00
05590 HEATH SALES & SERVICE INC							
164.93	0.00	164.93	0.00	164.93	164.93	0.00	0.00
02880 HERTZ EQUIPMENT RENTAL							
66.50	0.00	66.50	0.00	66.50	66.50	0.00	0.00
22683 HILLYARD							
13,339.32	0.00	13,339.80	0.00	13,339.32	13,339.32	0.00	0.00
10651 HUTTIG BUILDING PRODUCTS, INC.							
108.34	0.00	108.34	0.00	108.34	108.34	0.00	0.00
05867 HY-VEE							
427.00	0.00	427.00	0.00	427.00	427.00	0.00	0.00
03329 IKON OFFICE SOLUTIONS							
4,016.38	0.00	3,954.31	0.00	4,016.38	4,016.38	0.00	0.00
06032 INGRAM'S							
3,687.90	0.00	3,687.90	0.00	3,687.90	3,687.90	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME	GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
06430 JERRY'S SPORT SHOP	16,700.40	0.00	33,000.00	0.00	16,700.40	16,700.40	0.00	0.00
27339 JOHNSON, III, RHEUBEN	1,528.50	0.00	1,528.50	0.00	1,528.50	1,528.50	0.00	0.00
06535 JOHNSTONE SUPPLY OF K C	219.68	0.00	219.68	0.00	219.68	219.68	0.00	0.00
21906 JOSENBERGER, DIONANDRE	103.00	0.00	80.00	0.00	103.00	103.00	0.00	0.00
27321 KALEBAUGH, JOY	25.00	0.00	25.00	0.00	25.00	25.00	0.00	0.00
25163 KANREN	180.00	0.00	180.00	0.00	180.00	180.00	0.00	0.00
06800 KANSAS CITY KANSAN	281.20	0.00	281.20	0.00	281.20	281.20	0.00	0.00
06811 KANSAS CITY STAR ADS	164.00	0.00	164.00	0.00	164.00	164.00	0.00	0.00
06729 KANSAS CITY WINNELSON CO	322.10	0.00	322.10	0.00	322.10	322.10	0.00	0.00
07295 KANSAS TRUCK & EQUIPMENT COMPANY	99.20	0.00	99.20	0.00	99.20	99.20	0.00	0.00
06864 KAW VALLEY LANDSCAPE SUPPLY	109.44	0.00	109.44	0.00	109.44	109.44	0.00	0.00
06913 KCR INTERNATIONAL TRUCK, INC.	10,724.03	0.00	10,724.03	0.00	10,724.03	10,724.03	0.00	0.00
07130 KLEMP ELECTRIC MACHINE CO	1,848.63	0.00	1,848.13	0.00	1,848.63	1,848.63	0.00	0.00
22398 KONRADY'S LAWN & LANDSCAPING	7,254.00	0.00	7,254.00	0.00	7,254.00	7,254.00	0.00	0.00
09305 KROSS OFFICE OUTFITTERS	4,867.18	0.00	4,812.89	0.00	4,867.18	4,867.18	0.00	0.00
24975 LANDMARK	666.00	0.00	666.00	0.00	666.00	666.00	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME	GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
07441 LATIN AMERICAN BOOK SOURCE, INC.								
	101.45	0.00	101.45	0.00	101.45	101.45	0.00	0.00
07477 LAWSON PRODUCTS INC.								
	367.24	0.00	367.24	0.00	367.24	367.24	0.00	0.00
20002 LOGIS TECH, INC.								
	44.60	0.00	44.60	0.00	44.60	44.60	0.00	0.00
25996 LOWE'S OF KANSAS CITY, KS (SHOP ONLY)								
	174.30	0.00	174.30	0.00	174.30	174.30	0.00	0.00
25994 LOWE'S OF KANSAS CITY, KS (T.I.S. ONLY)								
	386.43	0.00	386.43	0.00	386.43	386.43	0.00	0.00
07845 MAC'S FENCE								
	1,585.00	0.00	1,585.00	0.00	1,585.00	1,585.00	0.00	0.00
17643 MCCLAINE, MICHELLE D.								
	1,750.00	0.00	1,750.00	0.00	1,750.00	1,750.00	0.00	0.00
20859 MCGUIRE, RICK E.								
	18.00	0.00	18.00	0.00	18.00	18.00	0.00	0.00
25371 METRO GLASS COMPANY								
	168.84	0.00	168.84	0.00	168.84	168.84	0.00	0.00
08323 MICHELIN NORTH AMERICA								
	10,851.50	0.00	10,851.50	0.00	10,851.50	10,851.50	0.00	0.00
08407 MIDWEST BUS SALES INC.								
	932.24	0.00	952.64	0.00	932.24	932.24	0.00	0.00
08411 MIDWEST COMPUTER								
	6,150.00	0.00	6,150.00	0.00	6,150.00	6,150.00	0.00	0.00
08473 MIDWEST TAPE								
	2,834.15	0.00	2,834.15	0.00	2,834.15	2,834.15	0.00	0.00
08519 MIDWEST TECHNOLOGY CONNECTION								
	2,197.19	0.00	2,177.19	0.00	2,197.19	2,197.19	0.00	0.00
27322 MINOR, MARIA								
	100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
08592 MOBILFONE								
	771.73	0.00	771.73	0.00	771.73	771.73	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26563 MOTOR MIDWEST							
60.00	0.00	60.00	0.00	60.00	60.00	0.00	0.00
06986 MW INDUSTRIAL SALES							
54.85	0.00	54.85	0.00	54.85	54.85	0.00	0.00
21191 NANCE-DURST, SHERYL							
35.00	0.00	35.00	0.00	35.00	35.00	0.00	0.00
04979 NAPA AUTO PARTS KANSAS CITY D.C.							
422.34	0.00	422.34	0.00	422.34	422.34	0.00	0.00
08969 NATIONAL SAFETY COUNCIL							
355.90	0.00	355.90	0.00	355.90	355.90	0.00	0.00
08983 NATIONAL SEMINARS INC							
228.00	0.00	228.00	0.00	228.00	228.00	0.00	0.00
26469 NCA CASI							
675.00	0.00	675.00	0.00	675.00	675.00	0.00	0.00
19292 NEOPOST							
676.50	0.00	676.50	0.00	676.50	676.50	0.00	0.00
25913 NEXTEL COMMUNICATIONS							
307.35	0.00	307.35	0.00	307.35	307.35	0.00	0.00
04690 NUTRITIONAL SERVICES							
346.60	0.00	346.60	0.00	346.60	346.60	0.00	0.00
27323 ORNELAS, YOLANDA							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
09410 OVERHEAD DOOR COMPANY OF KC							
250.63	0.00	250.63	0.00	250.63	250.63	0.00	0.00
09564 PARSON BISHOP SERVICES							
687.75	0.00	687.75	0.00	687.75	687.75	0.00	0.00
27338 POWER, JULIA							
184.00	0.00	0.00	0.00	184.00	184.00	0.00	0.00
21941 RAINBOW BOOK COMPANY							
1,036.28	0.00	1,036.28	0.00	1,036.28	1,036.28	0.00	0.00
26220 RANDOM HOUSE, INC.							
481.95	0.00	481.95	0.00	481.95	481.95	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
22221 RECORDED BOOKS							
529.62	0.00	529.62	0.00	529.62	529.62	0.00	0.00
10511 RELIANCE PAPER CO.							
3,579.78	0.00	3,579.78	0.00	3,579.78	3,579.78	0.00	0.00
10161 SAFETY KLEEN							
213.90	0.00	213.90	0.00	213.90	213.90	0.00	0.00
23952 SCHOLASTIC LIBRARY PUBLISHING							
6,683.00	0.00	6,683.00	0.00	6,683.00	6,683.00	0.00	0.00
10916 SCHOOL TRADITIONS							
780.00	0.00	780.00	0.00	780.00	780.00	0.00	0.00
27337 SCOVILLE, MIKE							
192.00	0.00	0.00	0.00	192.00	192.00	0.00	0.00
10963 SHERWIN WILLIAMS							
272.26	0.00	272.26	0.00	272.26	272.26	0.00	0.00
20619 SILLMAN, LARRY							
948.00	0.00	948.00	0.00	948.00	948.00	0.00	0.00
11223 SOUTHERN SERVICES							
70.00	0.00	70.00	0.00	70.00	70.00	0.00	0.00
23387 SPICERS PAPER, INC.							
4,583.10	0.00	4,583.10	0.00	4,583.10	4,583.10	0.00	0.00
24425 SPRINT							
12,156.62	0.00	12,156.62	0.00	12,156.62	12,156.62	0.00	0.00
25178 STANDARD BATTERY							
239.75	0.00	239.75	0.00	239.75	239.75	0.00	0.00
11350 STANION WHOLESALE ELEC.							
1,402.20	0.00	1,402.20	0.00	1,402.20	1,402.20	0.00	0.00
11417 STATE FARM INSURANCE COMPANIES							
429.27	0.00	0.00	0.00	429.27	429.27	0.00	0.00
25845 STEWART, LEAUNDRA							
489.59	0.00	481.17	0.00	489.59	489.59	0.00	0.00
11555 STRASSER HARDWARE							
484.45	0.00	484.45	0.00	484.45	484.45	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
26463 SUNBURST VISUAL MEDIA							
985.15	0.00	985.15	0.00	985.15	985.15	0.00	0.00
27336 SWYGERT, VANESSA							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
21480 TILLMAN, TERI							
1,725.00	0.00	1,725.00	0.00	1,725.00	1,725.00	0.00	0.00
12312 TIRE CENTERS, INC.							
6,218.53	0.00	6,218.53	0.00	6,218.53	6,218.53	0.00	0.00
27325 TOBAR, SANDRA E.							
100.00	0.00	100.00	0.00	100.00	100.00	0.00	0.00
20094 TRANSPORTATION DEPARTMENT							
2,438.91	0.00	2,438.91	0.00	2,438.91	2,438.91	0.00	0.00
27168 TROBER, DUSTIN							
170.00	0.00	270.00	0.00	170.00	170.00	0.00	0.00
18215 UMB VISA CARD CENTER							
166.82	0.00	155.61	0.00	166.82	166.82	166.82	0.00
12648 UNISOURCE DOCUMENT PRODUCTS							
81,823.14	0.00	81,823.14	0.00	81,823.14	81,823.14	0.00	0.00
12654 UNISYS CORPORATION							
1,088.00	0.00	1,088.00	0.00	1,088.00	1,088.00	0.00	0.00
12688 UNITED WAY OF WYANDOTTE COUNTY							
3,080.00	0.00	3,080.00	0.00	3,080.00	3,080.00	0.00	0.00
27193 UNIVERSAL LUBRICANTS, INC.							
97.00	0.00	97.00	0.00	97.00	97.00	0.00	0.00
22238 US NETCOM CORPORATION							
379.00	0.00	379.00	0.00	379.00	379.00	0.00	0.00
02456 VALIDITY SCREENING SOLUTIONS							
38.00	0.00	38.00	0.00	38.00	38.00	0.00	0.00
25679 VENUS MFG. CO.							
11,986.00	0.00	11,986.00	0.00	11,986.00	11,986.00	0.00	0.00
13130 WASHINGTON HIGH SCHOOL							
93.75	0.00	93.75	0.00	93.75	93.75	0.00	0.00

KANSAS CITY, KS PUBLIC SCHOOLS
ACCOUNTS PAYABLE INVOICE EDIT
SUBTOTALS BY BANK AND VENDOR NAME
07/18/06 - 07/18/06

BANK 02 BANK NAME UMB NATIONAL BANK OF AMERICA

VENDOR # NAME / GROSS INVOICE AMT	DISCOUNT AMT	LIQUIDATION AMOUNT	TAX AMOUNT	TOTAL AMOUNT	EXPENDITURE AMOUNT	MANUAL CHECK AMOUNT	WIRE PAYMENT AMOUNT
13247 WESTERN EXTRALITE CO.							
674.10	0.00	674.10	0.00	674.10	674.10	0.00	0.00
13219 WESTFALL GMC TRUCK INC.							
398.71	0.00	398.71	0.00	398.71	398.71	0.00	0.00
27303 WHITE, JOYCE							
150.00	0.00	150.00	0.00	150.00	150.00	0.00	0.00
13370 WHOLESALE BATTERIES							
87.38	0.00	87.38	0.00	87.38	87.38	0.00	0.00
13342 WHOLESALE SHEET METAL							
264.65	0.00	264.65	0.00	264.65	264.65	0.00	0.00
20159 WILLIAMS SCOTSMAN INC.							
4,725.00	0.00	4,725.00	0.00	4,725.00	4,725.00	0.00	0.00
13604 XEROX CORP.							
14,324.20	0.00	14,324.20	0.00	14,324.20	14,324.20	0.00	0.00
13156 XPEDX							
11,117.50	0.00	11,112.58	0.00	11,117.50	11,117.50	0.00	0.00
13631 YOUNG, ROBERT W							
33.32	0.00	33.32	0.00	33.32	33.32	0.00	0.00
BANK TOTAL:							
377,791.96	0.00	388,546.46	0.00	377,791.96	377,791.96	166.82	0.00
GRAND TOTAL:							
377,791.96	0.00	388,546.46	0.00	377,791.96	377,791.96	166.82	0.00