



Unified School District 232

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De Soto – Shawnee – Lenexa – Olathe
w w w . u s d 2 3 2 . o r g

Dr. Ron Wimmer
Superintendent

Six Pillars of Character

Trustworthiness – Respect – Responsibility – Fairness – Caring – Citizenship

USD 232 BOARD OF EDUCATION

REGULAR MEETING AGENDA

Administrative Offices (35200 West 91st Street, De Soto, Kansas)

January 11, 2010

***** Please silence cell phones prior to the beginning of this meeting. *****

6:00 P.M. I. MEETING OPENING.

- A. Call to Order.
- B. Pledge of Allegiance.

II. CONSENT AGENDA.

These items represent matters which the Board may approve without detailed discussion. Any item on the Consent Agenda may be removed for separate discussion as an Action Item upon request by the Superintendent or any board member. The Board has received supporting information on all items prior to action on the Consent Agenda.

- A. Adopt agenda.
- B. Approve minutes of December 14 regular meeting.
- C. Approve payment of bills.
- D. Approve transfer of funds (if appropriate).
- E. Approve personnel recommendations made on January 5, 2010.
- F. Approve personnel recommendations made on January 11, 2010.
- G. Approve Special Education Policies, Practices & Procedures Manual.
- H. Approve Letter of Agreement between St. Luke's Hospital of Kansas City and USD 232 for Health and Productivity Management Services.
- I. Approve proposals from Turner Construction Company and Construction Management Resources, LLC for construction consulting services.
- J. Grant approval for the District Treasurer to file an application with the Board of Tax Appeals to levy an ad-valorem tax to finance a portion of the costs attributable to the opening of new school facilities as provided in K.S.A. 72-6441.
- K. Approve Change Order No. 3 on the Belmont Elementary project in the amount of \$15,639.00.
- L. Approve Change Order No. 4 on the Mill Valley High School expansion project in the amount of \$31,436.00.
- M. Accept donation of \$750.00 from Mr. & Mrs. Troy Oberle to the De Soto High School Football Team.
- N. Accept donation of \$500.00 from a USD 232 family to a Special Education program.
- O. Accept donation of \$50.00 from Hello Beautiful LLC to USD 232/Division of Teaching & Learning Services.

III. GOOD NEWS.

- A. Teacher Recognition. [Alvie Cater]

IV. PATRON INPUT.

V. ACTION ITEMS.

- A. Bond Sale. [Ken Larsen & Roger Edgar, George K. Baum]
B. Capitol Outlay Projects. [Denis Johnson]
C. Data Center Hardware. [Jeff Mildner]
D. Shawnee Tax Increment Financing (TIF) District. [Tim Blankenship & Dr. Ron Wimmer]
E. Possible Relocation of Early Childhood Programs. [Joan Robbins & Dr. Mark Schmidt]

VI. DISCUSSION ITEMS.

- A. No Child Left Behind (NCLB) Update. [Earl Martin]
B. School Safety. [Jack Deyoe]
C. Budget Reductions. [Alvie Cater]
D. Web Casting of Board Meetings. [Alvie Cater]
E. E-Funds On-line Payment System. [Alvie Cater]
F. Morgan Hunter Education Division Substitute Contract. [Dr. Mark Schmidt]
G. KASB Convention Report. [Dr. Ron Wimmer, Tim Blankenship, Janine Gracy, Jim Thomas]
H. Continuous Improvement. [Tim Blankenship]

VII. WRITTEN REPORTS.

- A. February 2010 Board Calendar.
B. Bond Construction Update.
C. Differentiated Professional Development Day Update.

VIII. EXECUTIVE SESSION.

- A. Attorney/Client Privilege.
B. Non-Elected Personnel.
C. Negotiations.

IX. ADJOURNMENT.

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USD 232 BOARD OF EDUCATION

OFFICIAL MINUTES -- REGULAR MEETING

Administrative Office (35200 West 91st Street, De Soto, KS)

December 14, 2009

The meeting was called to order at 6:01 p.m. by the Board President, Mr. Tim Blankenship. A quorum of the Board was present. Board members and administrators present were as follows:

Board Members: Tim Blankenship
Don Clark
Bill Fletcher
Janine Gracy
Randy Johnson
Tammy Thomas

Absent: Jim Thomas

Administrators: Alvie Cater, Director of Community Relations
Jack Deyoe, Director of Operations
Cindy Fouraker, Coordinator of Grants and Programs
Renee Hultgren, YouthFriends Coordinator
Barbara Inman, Director of Parents as Teachers
Denis Johnson, Director of Facilities
Ken Larsen, Director of Budget & Finance
Earl Martin, Director of Teaching & Learning
Jeff Mildner, Director of Technology
Dave Morford, Principal, De Soto High School
Joan Robbins, Director of Special Services
Mark Schmidt, Director of Human Resources
Ron Wimmer, Superintendent of Schools

Olivia Harding, 8th grader at Mill Creek Middle School, led those in attendance in reciting the Pledge of Allegiance.

Mr. Blankenship asked if there were any changes to the Agenda or Consent Agenda.

Dr. Wimmer asked to make the following agenda changes:

1. Add "H. Classified Handbook Update – Emergency Closing Procedure" under "VI. ACTION ITEMS".
2. Add "Executive Session for Negotiations and Non-Elected Personnel" prior to "IX. ADJOURNMENT".
3. Remove "D. Overview of No Child Left Behind" under "VII. DISCUSSION ITEMS".

Bill Fletcher requested removal of consent agenda items "S. Approve revised Board Policy GAJ - - Gifts – All Employees", "T. Approve revised Board Policy GAOB - - Drug-Free Schools & JDDA - - Drug-Free Schools", and check number 12348 for approval separately.

Tim Blankenship noted that he would add time for Continuous Improvement discussion later in the agenda.

Motion by Mr. Don Clark and seconded by Mrs. Tammy Thomas to adopt the Agenda and approve the Consent Agenda as amended.

Carried 6/0.

The following Consent Agenda items were approved:

1. Minutes of the November 9, 2009, regular meeting.
2. Payment of bills and issuance of checks numbered 12001 - 12167, 12174 – 12347, and 12349 - 12408.
3. Transfer of funds as follows:
 - a. \$375,000.00 from General Fund (06) to Special Education (30)
 - b. \$50,000.00 from Local Option Budget (08) to At-Risk K – 12 (13)
 - c. \$20,000.00 from Local Option Budget (08) to Bi-Lingual (14)
 - d. \$20,000.00 from Local Option Budget (08) to Parents as Teachers (28)
 - e. \$100,000.00 from Local Option Budget (08) to Vocational Education (34)
4. Personnel recommendations as follows:
 - Employment – Classified
Danielle Burgeron, Assistant Softball Coach, MVHS
Janice Church, Substitute Student Nutrition Assistant
Marjorie Lisbona, Substitute Student Nutrition Assistant and Paraprofessional
Cody Ptacek, Girls' Assistant Basketball Coach, MVHS
 - Resignations - Classified
Michael Peterson, Lead Custodian, MVHS (*effective December 30, 2009*)
Kevin Robinson, At-Risk Aide, MVHS
 - Termination – Classified
Traci Griffin, School Nurse (LPN), CLC
 - Employment – Certified
Stacy Panagakis (*Currently the school nurse at Mize Elementary, hired to become a District Supervisory Nurse effective January 4, 2010.*)
5. 2010 USD 232 Employee Benefits Package.
6. Change in district Accounting, Payroll and HR software from the current Skyward System to Harris Systems software with an implementation date of July 1, 2010.
7. 2009-10 USD 232 Legislative Platform.
8. Appoint Jack Deyoe as the USD 232 Homeless Coordinator for the 2009-10 school year.
9. Belmont Elementary mascot – Bulldogs, and school colors – Purple/Gold.
10. Acknowledge that elementary staff did not recommend removal of scissors from student supply lists as indicated in the October 12th board minutes.
11. Change Order No. 2 on the Belmont Elementary project in the amount of \$71,340.00.
12. Change Order No. 3 on the Mill Valley High School expansion project in the amount of \$2,944.00.
13. Donation of \$300.00 from the Clorox Company Foundation to Mill Valley High School.

14. Donation of \$500.00 from Baker Bookkeeping & Tax Service to Mill Valley Robotics.
15. Donation of \$400.00 from Hallmark Corporate Foundation as follows - \$200.00 to Prairie Ridge Elementary School in the name of Hallmark employee Tanya Gillig and \$200.00 to Mize Elementary School in the name of Hallmark employee Lisa Moose.
16. The following donations to the USD 232 YouthFriends program:
 - \$500.00 from Farmer's Insurance Group
 - \$250.00 from AE Enterprise Corporation
 - \$750.00 from Huhtamaki - Americas
 - \$250.00 from Capitol Federal Bank
17. "Race to the Top" grant project Memorandum of Understanding.

GOOD NEWS. Renee Hultgren, YouthFriends Coordinator, shared information on a pilot program called MentorMail, put into place at Mill Creek Middle School this year. She noted this was a way for professionals in the community to mentor students electronically. Mrs. Hultgren recognized Rachel Wilbanks, a teacher at Mill Creek Middle School, for successfully implementing MentorMail at her school with more than 60 e-Mentors participating. Ms. Wilbanks spoke about the positive impact she has seen in 8th grade students taking part in the program.

PATRON INPUT. Mr. Blankenship asked if there were any requests to speak to the board received. Wendy Denham, Clerk, noted that there were none.

ACTION ITEMS.

Bill Fletcher declared a conflict of interest and left the meeting at 6:11 p.m.

Motion by Mr. Don Clark and seconded by Mrs. Tammy Thomas to approve payment to Kansas Land Management, LLC in the amount of \$6,577.37 with check number 12348.

Carried 5/0.

Bill Fletcher returned to the meeting at 6:11 p.m.

Revised Board Policy GAJ - - Gifts – All Employees. Bill Fletcher requested this policy be re-worded to state that there should be no significant gifts given to employees. He also asked if it would be possible to earmark donations to a certain fund or program. Dr. Wimmer suggested that the policy could be worded to allow contributions in recognition of a staff member. Tim Blankenship noted that he would like to see this policy applicable to board members. Board members directed the administration to revise the language of this proposed policy and bring it back for approval.

Revised Board Policy GAOB - - Drug Free Schools & JDDA - - Drug Free Schools. Bill Fletcher noted that he wanted to make sure the police would handle these matters and not just school administrators. Dr. Wimmer noted that authorities would be involved just as they are with illegal drugs. Janine Gracy explained that K2 is a legal manufactured synthetic substance that has the same effects on a user as marijuana and clarified the need for policy to address students and staff that are under the influence of it.

Motion by Mr. Bill Fletcher and seconded by Mrs. Janine Gracy to approve revised board policy GAOB - - Drug Free Schools & JDDA - - Drug Free Schools.

Carried 6/0.

Audit Report. Mr. Ken Larsen, Director of Budget & Finance, introduced Mr. Jim Long of Long CPA, PA who reviewed the district’s 2009 fiscal year audit with the board. He gave clean opinions on internal control and compliance and reported that there were no statutory violations. Board members were given the opportunity to ask questions regarding the audit.

Motion by Mrs. Janine Gracy and seconded by Mr. Don Clark to approve the 2009 fiscal year audit as presented.

Carried 6/0.

Legal Services. Tammy Thomas highlighted the Legal Services Review Committee interview process and noted that five board members participated in some capacity.

Motion by Mr. Bill Fletcher and seconded by Mrs. Tammy Thomas to select the legal firm of Norris Keplinger LLC (Mr. Michael Norris) to serve as General Counsel to USD 232 effective January 15, 2010, with the Clerk providing 30 day notice of cancellation to Lathrop & Gage.

Carried 6/0.

Advanced Placement (AP) & Pre-AP Implementation. Board members thanked Cindy Fouraker and the staff for their efforts to bring more rigorous courses to the high schools. Mrs. Fouraker noted that chances were good that the district would receive grant money to help with the costs of start-up. Board members were given an opportunity to ask questions.

Motion by Mrs. Tammy Thomas and seconded by Mrs. Janine Gracy to approve implementation of the Advanced Placement and Pre-Advanced Placement Plan as proposed.

Carried 6/0.

USD 232 Advanced Placement & Pre-Advanced Placement Phase-In Timeline & Expenditures				
	FALL 2010	FALL 2011	FALL 2012	FALL 2013
De Soto High	AP Lang. & Comp	AP Chemistry	AP Physics	Determine need for additional AP courses
	AP Lit. & Comp	AP Psychology	AP Calculus AB	
	AP Music Theory			
	AP Statistics			
	Pre-AP Topics: Interdisciplinary Strategies for English & Social Studies	Pre-AP Topics: Vertical Teams in Science.	Pre-AP Topics: Vertical Teams in Math.	Determine need for additional Pre-AP strategies training.
Mill Valley High	AP Lang. & Comp	AP Chemistry	AP Physics	Determine need for additional AP courses
	AP Lit. & Comp	AP Psychology	AP Calculus AB	
	AP Music Theory	AP Biology		

USD 232 Advanced Placement & Pre-Advanced Placement Phase-In Timeline & Expenditures				
	FALL 2010	FALL 2011	FALL 2012	FALL 2013
Mill Valley High (cont.)	AP Statistics			
	AP Studio Art			
	Pre-AP Topics: Interdisciplinary Strategies for English & Social Studies	Pre-AP Topics: Vertical Teams in Science.	Pre-AP Topics: Vertical Teams in Math.	Determine need for additional Pre-AP strategies training.
MTMS, LTMS, MCMS	Pre-AP Topics: Interdisciplinary Strategies for English & Social Studies	Pre-AP Topics: Vertical Teams in Science.	Pre-AP Topics: Vertical Teams in Math.	Determine need for additional Pre-AP strategies training.
Expenditures	\$61,550	\$32,102	\$31,264	To be determined

Weighted Grades. Mrs. Fouraker explained the process used by the district to develop a policy and plan to implement a weighted grading system. Board members were given an opportunity to ask questions.

Motion by Mrs. Janine Gracy and seconded by Mrs. Tammy Thomas to implement a weighted grading system at the high school level with the beginning of the 2010-11 school year and applying to students who are Juniors in the 2010-11 school year (the graduating class of 2012).

Carried 6/0.

The following language will be inserted into the high school course description guide:

To encourage and reward students who complete more rigorous courses, USD 232 will award an additional grade point earned for Advanced Placement or College Now courses completed on De Soto school campuses. The formula for USD 232 weighted Grade Points Per Course = Standard grade points + 1 point, for grades A, B or C. Weighted Grade credit is awarded only for course completion.

Students transferring into USD 232 will receive weighted grade credit only for courses designated as weighted courses by USD 232.

The weighted grading system will be used to determine De Soto student honors and distinctions, including class rank. Universities will be informed of the dual grading system when they receive the student's USD 232 transcript.

DISCUSSION ITEM.

Legislator Introductions and Comments. Jack Deyoe, Director of Operations, welcomed Representative Anthony Brown, Representative Owen Donohoe, Senator Mary Pilcher-Cook, and Senator Julia Lynn to the meeting. He then reviewed the board approved Legislative Platform for 2009-10. The legislators were given an opportunity to provide their thoughts on the 2010 legislative session as it relates to the overall economy in Kansas and funding for public schools. Board members were given time to ask questions.

Tim Blankenship declared a ten minute break at 7:29 p.m.

The board returned to open session and Mr. Blankenship called the meeting back to order at 7:40 p.m.

ACTION ITEMS (continued).

Academic Expectations for Extra-Curricular Participation. Dr. Wimmer noted that during the process of developing this policy he reviewed the Student & Family Handbook the board had adopted in March and found similar language to what is being proposed. He pointed out that it has been tweaked and asked the board to consider the addition of language that is stricter before the handbook takes effect in January.

Motion by Mr. Don Clark and seconded by Mrs. Tammy Thomas to replace the last two sentences in paragraph two under the 2009-10 Student and Family Handbook section titled "Academic Expectations for Participation in Extra-Curricular Activities" with the proposed language.

Carried 6/0.

The following language was added to the Student & Family Handbook: If a student does not meet academic guidelines, the athletic director will give the student a one (1) week warning of pending academic probation. If the student fails to improve grades to meet the academic standards within one (1) week of the warning, the student will be put on academic probation. During this academic probation the student will not be allowed to compete, but will be required to attend practices/rehearsals.

De Soto High School Expansion. Dr. Wimmer noted that board members had been given information relating to the expansion of De Soto High School. He pointed out that the projects proposed in Phase 1 of the school's expansion are a part of the overall bond issue approved by voters in November 2008 and that these projects were being recommended to meet immediate needs at the school, while limiting impact on the mill levy due to the current economic situation. Mark Franzen, HTK Architects, reviewed drawings showing location of the proposed Phase 1 projects. He noted that the estimated high cost for this expansion was \$3.8 million. Board members were given an opportunity to ask questions.

Motion by Mr. Randy Johnson and seconded by Mr. Bill Fletcher to approve the secured entryway at De Soto High School and postpone all other projects proposed in Phase 1 of the expansion.

Failed 1/5. (Tim Blankenship, Don Clark, Bill Fletcher, Janine Gracy and Tammy Thomas dissented.)

Motion by Mr. Tim Blankenship and seconded by Mrs. Tammy Thomas to approve Phase 1 of the De Soto High School Expansion Project which includes: 1. Corridor 400 Link & Flex Classrooms Addition (Courtyard Area), 2. Main Entry Vestibule Security Renovation (staff planning area), and 3. Fine Arts Addition (5 classrooms/storage/restrooms/mechanical room).

Carried 5/1. (Randy Johnson dissented.)

The board did not approve an expansion of De Soto High School's south parking lot that was proposed to be a part of Phase 1.

Data Center Hardware. Jeff Mildner, Director of Technology, explained that the HP hardware in the data center was in its final year of support. He noted that the Technology Department has assessed hardware and support from HP, IBM, Cisco and Dell and recommended moving forward with Dell. Mr. Mildner pointed out that it was the goal of the Technology Department to move forward with server consolidation and virtualization. He explained the following aspects of this plan compared to the current data center set-up: 1. current hardware will no longer be supported after June 30, 2010, 2. 280 current servers would be consolidated down to 64 servers in a virtual environment, 3. electrical savings, 4. expanded data storage for students and staff, 5. creation of a true off-site back-up model for disaster recovery, and 6. Dell Tier 2 reimbursement. In conclusion, Mr. Mildner provided cost comparisons and information on 3, 4 or 5 year lease to purchase options. After discussion, board

members suggested that Tim Blankenship, Don Clark and Jim Thomas visit the Technology Department to tour the data center and review the consolidation and virtualization plans before taking action.

Classified Handbook Update – Emergency Closing Procedure. Dr. Mark Schmidt, Director of Human Resources, noted that aides, paraprofessionals, and secretaries lose compensation on emergency closings (snow days). He stated that the Human Resource and Finance Departments would like to correct the Classified Handbook to reflect compensation to those employees that have less than 260 day contracts.

Motion by Mr. Don Clark and seconded by Mrs. Janine Gracy to approve recommended modifications to language in the Classified Employee Handbook under Emergency Closings and Superintendent Emergency Day.

Carried 6/0.

Changes to language in the Classified Handbook will read as follows:

Emergency Closings

At times, emergencies such as severe weather, fires, or power failures, can disrupt school district operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing.

As part of their regular duties, employees with year round (260 day) work agreements will be expected to work when school operations are officially closed due to emergency conditions. If the year-round employee is not able to work on a closing day, he/she will be required to use a vacation, discretionary or an unpaid leave day.

Classified employees who have less than year round (less than 260 days) work agreements, and are scheduled to work, and are not on paid or unpaid leave on the day operations were closed, will not be expected to work, but will receive regular pay (limited to the number of “snow days” built into the district calendar). In a few cases, a supervisor may require these employees to work for which they will receive their normal daily rate for the hours worked and be entitled to paid time-off equal to the actual hours worked that day not to exceed eight hours. Their immediate supervisor will inform them of the manner in which they are to take those earned hours.

District Office Emergency Closing Day

In the rare event that the superintendent determines that conditions require that the District Offices must be closed, regular year-round (260 day) employees will not report to work, but they will receive their normal daily rate. Emergency employees (custodial, maintenance, grounds), will be informed by their immediate supervisor when they are expected to report to work that day. In addition to receiving their normal daily rate for the hours worked, they will be entitled to paid time-off equal to the actual hours worked that day not to exceed eight hours. Their immediate supervisor will inform them of the manner in which they are to take those earned hours.

DISCUSSION ITEMS.

Budget Reductions. Ken Larsen, Director of Budget & Finance, explained the disparity in the way legislators look at reductions in state aid and school personnel look at it. He distributed and reviewed graphs showing expenditures in the General Operating Budget and Total Operating Funds. Dr. Mark Schmidt, Director of Human Resources, explained some areas where the administration is considering making cuts: 1. Transfer salaries to the Capital Outlay Account (as allowed by law), 2. Comprehensive evaluation of district and building staffing levels, 3. Further reduction in allocated budgets, 4. Reduction in professional development expenditures, and 5. Evaluate summer school. Dr. Schmidt noted that the district may need to utilize the limited Contingency Reserve Fund to meet its financial obligations and maintain vital instructional programs if expenditures exceed receipts. Dr. Wimmer noted the administration has been trying to implement a plan that doesn't raise concern, but pointed out that this is a serious situation that would require difficult decisions to be made. He added that in January the board will start to hear about steps that need to be taken to address the budget for next year.

Instrument Rental Program. Dr. Wimmer stated that after he had met with band teachers it was apparent they would need additional time to develop alternative instrument rental solutions to bring back for board consideration. He recommended that a committee be formed to obtain input from vendors and parents on this matter. Tammy Thomas volunteered to serve on this committee. Dr. Wimmer noted that staff should be able to bring options to improve current practices back to the board for approval in February.

Community Focus Group Update. Alvie Cater, Director of Community Relations, informed the board about a Community Focus Group meeting taking place on January 20, 2010. He noted that this is an informal meeting designed to give stakeholders in the community an opportunity to share their perceptions of the district and identify ideas for improving the overall quality of the school system, improving student learning opportunities, and addressing significant issues the district will face in the future. Board members were invited to join in on the meeting.

Video Surveillance. Jeff Mildner, Director of Technology, asked board members for direction on how to proceed with research regarding video surveillance options. He noted that solutions and pricing have changed since the subject was last discussed in June 2009. Board members asked Mr. Mildner to provide information on how other districts in the area are using video systems and the benefits of having video surveillance in place. They requested this report in February.

Tim Blankenship asked if board members had any continuous improvement items they would like to discuss.

Don Clark requested information on distribution of flyers via E-Backpack. Wendy Denham, Clerk, explained the process.

Bill Fletcher suggested getting staff input on budget reductions. Ken Larsen, Director of Budget & Finance, explained that administrators are still working from the original list of budget reductions proposed by the Budget Reduction Committee that was formed last year and comprised of patrons, staff and students.

EXECUTIVE SESSION.

Negotiations/Non-Elected Personnel.

Motion by Mr. Tim Blankenship and seconded by Mr. Randy Johnson to go into executive session at 9:30 p.m. for a period of fifteen minutes with Dr. Ron Wimmer, Dr. Mark Schmidt and Mr. Ken Larsen to discuss employer-employee negotiations to protect the district's right to the confidentiality of its negotiating position and the public interest and to discuss non-elected personnel in order to protect the privacy interests of an identifiable individual and to return to open session at 9:45 p.m. at this location.

Carried 6/0.

Dr. Schmidt and Mr. Larsen returned to open session at 9:40 p.m.

The Board returned to open session at 9:46 p.m. and Mr. Blankenship called the meeting back to order.

WRITTEN REPORTS. The following written reports were included in the board packet for this meeting: 1. January 2010 Board Calendar, 2. Morgan Hunter Education Division Substitute Contract, 3. SRO Team School Safety Suggestions, 4. Special Education Policies, Practices & Procedures Manual, 5. 2009 YouthFriends Report, 6. 2010-11 Negotiations Notice, 7. Mill Valley High School Parking Assessment, 8. Mill Valley High School Parking Lot Repairs, and 9. Major Capital Outlay Projects.

Tim Blankenship adjourned the meeting at 9:46 p.m.

Date Approved

Clerk, Board of Education

President, Board of Education

DRAFT

CHECK JOURNAL - 12/17/09

CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
12413	Antonia Hauck	1/30/09-12/11/0	330100155	Interpreter Services for Student @ KSD in Vo-Tech programs	30 E 1000 563 0000 000	896.10	896.10
12414	Art Video World	SI-327694	450100076	Resource Materials	06 E 1000 610 0045 020	79.80	79.80
12415	B & H Photo Video Pro Audio	40261472	180100137	5 WD 1T My Book Essential Mirror (TC & LTMS)	08 E 2900 430 0018 000	539.80	674.75
		40261472	180100137	5 WD 1T My Book Essential Mirror (TC & LTMS)	16 E 1000 730 0000 020	134.95	
12416	Barnes & Noble	IN 1750824	310100186	The Silent Crisis Destroying America's Brightest Minds	06 E 2220 640 0031 000	22.49	22.49
12417	Best Books, Inc.	520227	220100075	28 library books. List e-mailed to Jodie Saultz	06 E 2220 640 0022 000	496.47	496.47
12418	C & C Produce Co., Inc.	Misc Inv	240100132	Produce purchased for the school lunch program.	24 E 3100 630 0000 000	2,800.23	2,800.23
12419	Cass County Publishing Co.	214370	300100157	65% printing for November Green Pride newspaper	08 E 1000 680 0000 000	275.82	275.82
12420	Coleman Equipment Inc.	CM LE32947	150100638	Service Call-Invoice #32912 Compressor & Air Hose	16 E 2600 430 0000 153	-120.70	303.36
		PC52719	150100015	Supplies-Grounds	06 E 2600 610 0015 300	22.06	
		LE32912	150100638	Service Call-Invoice #32912 Compressor & Air Hose	16 E 2600 430 0000 153	402.00	
12421	Ecolab	1023697	240100117	For delivery on 12/11/09	24 E 3100 610 0000 000	758.00	1,606.95
		1023697	240100117	For delivery on 12/11/09	24 E 3100 610 0000 000	187.45	
		1023697	240100117	For delivery on 12/11/09	24 E 3100 610 0000 000	661.50	
12422	Fastenal Company	KSKCY104828/	150100633	Maint. Supplies	06 E 2600 610 0015 400	288.70	590.12
		KSKCY104828	150100002	Supplies-Maintenance	06 E 2600 610 0015 400	301.42	
12423	Follett Library Resources	656757F-0	210100059	replacements/ first in a series titles	06 E 2220 640 0021 000	30.85	30.85
12424	Francis Sporting Goods, Inc.	WB007957-WH	300100134	Basketball Equipment Purchas	06 E 1000 680 0030 040	903.07	903.07
12425	EDTEC/Graphic Communicatio	40150	190100020	Screen printing for CLC 4 yr old program	11 E 1000 610 0000 000	22.00	22.00
12426	Great Plains Locating Service	1109DESO	180100142	November '09 Services (24 Reg. Locates)	08 E 2900 352 0018 000	216.00	216.00
12427	Horizon Elementary	Petty Cash	410100085	Petty Cash	06 E 1000 610 0041 000	66.04	369.22
		Petty Cash	410100085	Petty Cash	06 E 1000 610 0041 134	32.59	
		Petty Cash	410100085	Petty Cash	06 E 2400 531 0041 000	113.09	
		Petty Cash	410100085	Petty Cash	06 E 2400 610 0041 000	157.50	
12428	IBC Wonder/Hostess	Misc Inv	240100130	Bread items purchased for the school lunch program.	24 E 3100 630 0000 000	1,707.82	1,707.82
12429	Industrial Webbing Corporation	77627	180100136	1 Spool of 1"x12" Strap (450 Count Spool/Black) for TC	08 E 2900 650 0018 000	182.11	182.11
12430	Kansas Sales Tax	November	30100199	Kansas Sales Tax	06 E 2590 890 0003 002	3,440.78	3,440.78

CHECK JOURNAL - 12/17/09

CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
12431	Kansas Gas Service	Misc INv	30100197	Heat	06 E 2600 621 0021 000	161.29	457.99
		Misc INv	30100197	Heat	06 E 2600 621 0031 000	49.10	
		Misc INv	30100197	Heat	06 E 2600 621 0040 000	247.60	
12432	Daniel Albright	36012	150100635	Service Call-Invoice #36012	16 E 4700 430 0000 021	150.00	150.00
				Replace one bottom arem & re-install green banner			
12433	K.C. Air Filter Company, Inc.	94052	150100634	Service Call- Invoice #94052,	16 E 4700 430 0000 042	362.47	1,023.43
				#94053, #94057 HV Pleats			
		94053	150100634	Service Call- Invoice #94052,	16 E 4700 430 0000 043	357.76	
				#94053, #94057 HV Pleats			
		94057	150100634	Service Call- Invoice #94052,	16 E 4700 430 0000 010	303.20	
				#94053, #94057 HV Pleats			
12434	Kendall/Hunt Publishing Co	10756488	330100140	Reading assessments - SPED	30 E 1000 610 0000 003	203.95	203.95
12435	Laurie Winter	0/14, 11/6,13, 12	190100021	Consulting for Title I	90 E 1000 330 0000 000	1,900.00	1,900.00
				Starside			
12436	LibrarySkills, Inc	8027	460100060	Library Supplies	06 E 2220 640 0046 000	159.58	159.58
12437	Joni Wilson	rollment Fee Re	330100159	Refund of preschool	30 R 1990 000 0000 001	50.00	50.00
				enrollment fee			
12438	Olathe Band Instrument	10677	300100138	Bassoon Repair - take from	16 E 1000 731 0000 030	80.00	80.00
				capital outlay			
12439	Olathe Medical Center, Inc.	13371	30100196	Monthly Athletic Trainer	08 E 1000 680 0000 001	7,249.11	7,249.11
				Srvcs			
12440	Pepco, Inc.	10246	150100587	Archeological Dig Tables for	16 E 1000 736 0000 001	11,200.00	11,200.00
				new Archeology Class			
12441	Perma-Bound	1337871-00	210100066	class set of novels	06 E 1000 610 0021 161	339.00	339.00
12442	Pitney Bowes	453270	300100153	cartridge for postage machine	06 E 2400 610 0030 000	54.99	54.99
				(red)			
12443	Pitsco	431056-2	220100083	Industrial Tech supplies	06 E 1000 610 0022 060	206.01	1,023.27
		431056-1	220100083	Industrial Tech supplies	06 E 1000 610 0022 060	817.26	
12444	Professional Turf Products, LP	1091948-00	150100569	Crank arm, Brg Housing Asm,	16 E 2600 430 0000 153	226.79	984.70
				Spring Asm, Shaft Crank for			
				Soil Reliever			
		1091948-01	150100569	Crank arm, Brg Housing Asm,	16 E 2600 430 0000 153	757.91	
				Spring Asm, Shaft Crank for			
				Soil Reliever			
12445	Prufrock Press Inc	277159	330100072	Gifted Child Today - Carmen	30 E 1000 610 0002 000	40.00	40.00
				Shelly			
12446	Really Good Stuff, Inc.	2867620	450100080	supplies for first grade	06 E 1000 610 0045 000	70.92	130.88
				classroom			
		2867037	460100029	5th grade budget-magnetic	06 E 1000 610 0046 000	59.96	
				letters			
12447	School Specialty Inc	208103346244	430100081	Art Supplies for the 2009 -	06 E 1000 610 0043 020	20.59	39.43

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
				2010 school year			
		208103354047	200100058	dry erasers and ceiling clips	06 E 2400 610 0020 000	18.84	
12448	Smallwood Lock Supply	421291	150100011	Open Requisition	06 E 2600 610 0015 400	95.00	95.00
12449	Spatula Central	208183	240100131	Equipment for kitchen - Riverview	24 E 3100 730 0000 000	389.00	389.00
12450	Starside Elementary School	Petty cash	430100087	Postage Stamps	06 E 2400 531 0043 000	88.00	88.00
12451	Stephanie Cooper	12/2,8,10	310100220	Choir accompanist fee	06 E 1000 610 0031 040	120.00	120.00
12452	The McGraw-Hill Companies	51808440001	330100139	Horizons reading teachers manual - MTMS	30 E 1000 610 0000 003	264.02	264.02
12453	Tierney Stationery Company	83059	460100068	Classroom Budget 2009 - 2010	06 E 1000 610 0046 132	174.55	199.53
		83102	460100068	Classroom Budget 2009 - 2010	06 E 1000 610 0046 132	24.98	
12454	Touchtone Communications	9135838300	30100198	Long Distance	06 E 2300 532 0000 000	387.49	387.49
12455	Turner's Cycling & Fitness, Inc.	924508	300100155	2-GIANT DUAL FIT EXERCIS BIKES	16 E 1000 730 0000 030	699.95	1,399.90
		924506	300100155	2-GIANT DUAL FIT EXERCIS BIKES	16 E 1000 730 0000 030	699.95	
12456	Turner High School	Mill Valley HS	310100219	Boys Basketball Tournament Entry Fees, JV & Freshman	06 E 1000 680 0031 040	200.00	200.00
12457	Unisource Document Products	AR359453	180100143	November '09 District Copy Machine Meter Counts	08 E 2300 449 0000 001	7,352.61	7,352.61
12458	United Office Products, Inc.	197176	240100118	Self Inking Stamp	24 E 3100 610 0000 000	19.00	19.00
12459	UNUM Life Insurance Company	40148	30100200	STD PAYEMENT TO UNUM f Dec-09	06 E 2300 213 0000 001	962.47	962.47
12460	US Foodservice	3943647	240100092	For delivery on 11/12/09	24 E 3100 630 0000 000	17,377.02	81,482.03
		4018678	240100108	For delivery on 11/19/2009	24 E 3100 630 0000 000	27,941.28	
		4151171	240100112	For delivery on 12/3/09	24 E 3100 630 0000 000	16,812.73	
		4225219	240100115	For delivery on 12/10/09	24 E 3100 630 0000 000	19,351.00	
TOTAL OF COMPUTER CHECKS:							132,663.32

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
12461,62,63	Amazon.Com Corporate Credit	258112840865	300100154	bilingual dictionaries	06 E 1000 610 0030 210	9.93	2,166.99
		219693551773	300100154	bilingual dictionaries	06 E 1000 610 0030 210	7.39	
		268929847605	300100154	bilingual dictionaries	06 E 1000 610 0030 210	14.08	
		6275651871	300100154	bilingual dictionaries	06 E 1000 610 0030 210	15.66	
		215503419459	60100116	Book- Teacher Materials - High School New Honors Course	55 E 1000 644 0000 000	29.78	
		286380347337	300100154	bilingual dictionaries	06 E 1000 610 0030 210	11.98	
		146492726395	300100148	RCA Rp5022 64 Mb voice recorder w/Usb	06 E 1000 610 0030 150	61.32	
		22968436986	310100179	Classroom Supplies - Novels	06 E 1000 610 0031 110	471.88	
		136370147068	450100065	Batteries from Amazon	06 E 2400 890 0045 000	32.56	
		74128907041	450100077	2 Way Radios for Discovery Room	06 E 1000 610 0045 221	106.50	
		126589257376	330100131	Reading Assessment for each school	30 E 1000 610 0000 003	91.71	
		153805527203	460100054	Instructional materials	06 E 1000 610 0046 200	7.80	
		294057710068	400100094	Amazon.com PTA Grant - McWhirt	06 E 1000 610 0040 000	145.62	
		23405082769	460100054	Instructional materials	06 E 1000 610 0046 200	33.88	
		294058766696	400100094	Amazon.com PTA Grant - McWhirt	06 E 1000 610 0040 000	98.04	
		294056731093	400100094	Amazon.com PTA Grant - McWhirt	06 E 1000 610 0040 000	41.12	
		22964277513	310100179	Classroom Supplies - Novels	06 E 1000 610 0031 110	130.52	
		126946853520	60100105	Professional Development materials	06 E 2212 330 0006 000	77.85	
		255466036036	450100071	Amazon book order for Carrie Handy	06 E 1000 610 0045 000	22.95	
		101946530166	300100154	bilingual dictionaries	06 E 1000 610 0030 210	10.94	
		136379159687	450100065	Batteries from Amazon	06 E 2400 890 0045 000	52.00	
		126944635784	60100105	Professional Development materials	06 E 2212 330 0006 000	103.80	
		126941100537	60100105	Professional Development materials	06 E 2212 330 0006 000	77.85	
		126947115503	60100105	Professional Development materials	06 E 2212 330 0006 000	109.81	
		130612965985	60100108	Professional Development Books	06 E 2212 330 0006 000	44.98	
		123904628880	60100123	PD Book- Learning Services	06 E 2212 330 0006 000	45.00	
		73997284071	220100081	portable dvd player for foreign language	06 E 1000 610 0022 070	179.44	
		18822581328	330100127	Classroom materials for	30 E 1000 610 0000 003	25.63	

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
				Communication class			
		126584892194	330100131	Reading Assessment for each school	30 E 1000 610 0000 003	91.71	
		219972415619	330100127	Classroom materials for Communication class	30 E 1000 610 0000 003	15.26	
12464	Anderson Erickson Dairy Co.	Misc Inv	240100133	Milk purchased for the school lunch program.	24 E 3100 630 0000 000	17,857.97	17,857.97
12465	Atmos Energy	Misc Inv	30100206	Heat	06 E 2600 621 0030 000	111.41	214.75
		Misc Inv	30100206	Heat	08 E 2600 621 0018 000	103.34	
12466	AT&T Internet Services	cct #: 82928235	30100205	Internet Services	08 E 1000 532 0018 002	3,578.00	3,578.00
				12/05/09-01/04/10			
12467	Austin Peters Group, Inc.	10/1/09-12/31/0	190100022	Data collection and evaluation for 21st Century grant @ Starside	92 E 1000 330 0000 000	1,438.67	1,438.67
12468	BP	tmnt # 2254418	30100203	District Fuel Charges	06 E 2600 626 0015 000	159.38	414.18
				11/18/09-12/17/09			
		Stmnt # 2254418	30100203	District Fuel Charges	06 E 2720 626 0012 000	82.44	
				11/18/09-12/17/09			
		Stmnt # 2254418	30100203	District Fuel Charges	18 E 2650 626 0000 000	120.01	
				11/18/09-12/17/09			
		Stmnt # 2254418	30100203	District Fuel Charges	30 E 2720 626 0000 000	52.35	
				11/18/09-12/17/09			
12469	Card Services	12/15/09 TC	180100146	Monthly Statement 12/15/09	08 E 2900 531 0018 000	11.30	4,434.38
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2300 580 0004 001	100.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2212 581 0006 006	259.31	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2212 610 0006 000	47.51	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2130 610 0011 000	147.12	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2300 580 0011 000	175.98	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2300 610 0011 001	37.50	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2600 610 0015 300	147.08	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 1000 610 0020 080	244.11	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0020 000	152.33	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0021 000	160.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 890 0021 000	489.10	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 1000 610 0022 080	141.86	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0022 000	96.74	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0030 000	200.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 1000 610 0031 000	52.78	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0031 000	175.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 1000 610 0040 000	3.96	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 890 0041 000	12.70	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 1000 610 0045 000	18.75	

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0045 000	108.67	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	06 E 2400 531 0046 000	65.20	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	16 E 2600 730 0000 043	76.43	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	16 E 4700 430 0000 021	500.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	16 E 4700 430 0000 030	63.75	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	16 E 4700 430 0000 043	250.00	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	30 E 1000 610 0000 003	331.68	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	30 E 1000 610 0000 005	53.28	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	30 E 2300 531 0000 000	121.83	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	30 E 1000 330 0000 001	168.46	
		12/15/09 Stmnt	30100204	Misc Purchases 12/15/09	30 E 1000 610 0000 040	21.95	
12470	CarterEnergy Corporation	606331	120100014	Invoice # 606331 - 5003	06 E 2720 626 0012 000	11,969.53	11,969.53
				gallons clr bld 70/30 winter			
				w/additive - 8800 Penner, De			
				Soto			
12471	Classroomdirect	206700918821	400100088	DR Supplies from Grant	06 E 1000 610 0040 000	66.63	517.90
		206700918820	450100079	Classroom Direct order for	06 E 1000 610 0045 112	90.64	
				Garretson			
		306700151124	800100024	materials for storage of OWE	14 E 1000 610 0000 000	360.63	
				curriculum and white board			
				for new area at RE			
12472	Coleman Equipment Inc.	PC52956	150100050	Equip Repair-Grounds	16 E 2600 430 0000 153	222.16	222.16
12473	Constellation Energy	C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0015 000	40.16	3,618.15
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0020 000	204.24	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0021 000	242.72	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0022 000	97.47	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0030 000	221.32	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0031 000	45.34	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0042 000	128.91	
				#C188999, C187876			
		C187876	110100042	November Use Bill - Invoice	06 E 2600 621 0046 000	40.75	
				#C188999, C187876			
		C188999	110100042	November Use Bill - Invoice	06 E 2600 621 0015 000	102.17	
				#C188999, C187876			
		C188999	110100042	November Use Bill - Invoice	06 E 2600 621 0020 000	519.61	
				#C188999, C187876			

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0021 000	617.50	
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0022 000	247.96	
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0030 000	563.05	
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0031 000	115.35	
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0042 000	327.94	
		C188999	110100042	November Use Bill - Invoice #C188999, C187876	06 E 2600 621 0046 000	103.66	
12474	De Soto Feed & Garden, LLC	F 127223	150100020	Open Requisition	06 E 2600 610 0015 200	102.00	102.00
12475	E & K Of Kansas City, Inc	40157	150100636	Labor and Materials for work performed on temporay wall at MVHS that was vandalized by students. District will be reimbursed.	16 E 4700 450 0000 031	285.00	285.00
12476	Eric Armin Inc.	INV0427251	400100092	PTA Grant - Mantel	06 E 1000 610 0040 000	307.76	307.76
12477	ETA/Cuisenaire	50326653	220100087	6th grade	06 E 1000 610 0022 161	46.90	46.90
12478	Follett Library Resources	652963F-3	450100063	Fall Book Order- 2009	06 E 2220 640 0045 000	176.81	176.81
12479	GLS	478748	310100182	Soccer Equipment	06 E 1000 680 0031 105	857.25	857.25
12480	Gourmet Grocer Catering, LLC	527	50100057	Deposit for YouthFriends Volunteer luncheon in spring 2010. Paid with corporate donations. No taxpayer dollars used.	35 E 1000 610 0000 002	161.38	161.38
12481	Grainger	9136014744	150100005	Supplies-Maintenance	06 E 2600 610 0015 400	8.13	51.65
		9136014751	150100005	Supplies-Maintenance	06 E 2600 610 0015 400	29.72	
		CM 9136882066	150100005	Supplies-Maintenance	06 E 2600 610 0015 400	-8.13	
		9137333705	150100005	Supplies-Maintenance	06 E 2600 610 0015 400	13.80	
		9137333697	150100005	Supplies-Maintenance	06 E 2600 610 0015 400	8.13	
12482	Lakeshore Learning Materials	406118	400100091	PTA Grant - Ptacek	06 E 1000 610 0040 130	191.82	191.82
12483	Lathrop & Gage LLP	1337269	10100034	Legal Svcs & Expenses - General & SPED	06 E 2300 345 0000 000	1,907.49	2,281.89
		1337270	10100034	Legal Svcs & Expenses - General & SPED	06 E 2300 345 0000 000	374.40	
12484	Keil Hileman	11/4 - 12/6	30100202	Archaeology Class Supplies	16 E 1000 736 0000 001	817.87	1,338.87
		40160	30100202	Archaeology Class Supplies	16 E 1000 736 0000 001	521.00	
12485	Morgan Hunter Companies	19834	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	966.00	14,053.00
		19837	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,196.00	
		19833	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,242.00	

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CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
		19835	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	552.00	
		19836	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	828.00	
		19838	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,656.00	
		19839	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,914.75	
		19840	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	2,346.00	
		19841	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	713.00	
		19842	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,581.25	
		19843	40100013	Sub Teacher Pay	06 E 1000 110 0000 060	1,058.00	
12486	Office Depot	500384523001	210100073	paper for newspaper	06 E 1000 610 0021 100	36.23	746.18
		501479568001	310100217	8.5" x 14" binder	06 E 2400 610 0031 000	14.30	
		501189331001	300100156	supplies	06 E 1000 610 0030 000	31.66	
		501189331001	300100156	supplies	06 E 2400 610 0030 000	16.01	
		500562188001	110100038	Print cartridges	06 E 2300 610 0011 000	112.68	
		500566938001	310100207	Supplies	06 E 2400 610 0031 000	45.00	
		500764809001	330100150	In-Service supplies, CLC	30 E 1000 610 0000 000	48.00	
				supplies			
		500764809001	330100150	In-Service supplies, CLC	30 E 1000 610 0000 005	67.75	
				supplies			
		500764813001	220100091	office supplies	06 E 2400 610 0022 000	107.81	
		500764814001	220100091	office supplies	06 E 2400 610 0022 000	8.06	
		501302909001	150100639	Replacement Bookcase for Prairie Ridge	16 E 2600 730 0000 040	186.69	
		500566839001	460100067	flash drive	06 E 1000 610 0046 060	71.99	
12487	Oriental Trading Co., Inc.	635820141-01	450100081	Oriental Trading - 5th TEAM	06 E 1000 610 0045 000	70.89	70.89
12488	PC Mall Gov	S55565480101	180100139	Logitech Desktop Microphone 600 for SPED for MVHS	30 E 1000 650 0000 000	10.84	10.84
12489	Pitney Bowes	6968952-DC09	300100073	POSTAGE EQUIPMENT REN 6/30/09 THRU 9/30/09	06 E 2400 890 0030 000	81.00	81.00
12490	Pitney Bowes	4666534-DC09	30100201	Lease-Postage Meter	08 E 2300 449 0000 002	627.00	627.00
12491	Predator Termite & Pest	120709	150100556	Monthly Pest Control Service	08 E 2600 425 0000 000	1,707.00	1,707.00
12492	Pur-0-Zone, Inc	483827	150100600	Large Gloves @ \$42.90 a case	06 E 2600 610 0015 200	42.90	5,960.90
		483827	150100600	Large Gloves @ \$42.90 a case	06 E 2600 610 0015 200	2.50	
		483780	150900716	Custodial Supplies for 2009-2010 School Year Approved by BOE 4/20/09	06 E 9000 000 0099 999	5,915.50	
12493	Rew Materials	2714410	150100644	Expansion Joints For Discovery Area	16 E 4700 430 0000 043	90.80	90.80
12494	Sax Arts & Crafts/Sw Branch	306300088885	430100077	Art Supplies for the 2009 - 2010 School Year	06 E 1000 610 0043 020	537.03	537.03
12495	School Specialty Inc	308100502339	400100102	Classroom supplies from Kerri Lovejoy's classroom budget	06 E 1000 610 0040 115	25.60	631.62
		208103356496	460100069	Classroom budget	06 E 1000 610 0046 000	12.64	

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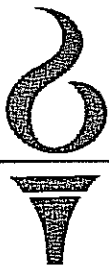
CHECK #	VENDOR NAME	INVOICE #	PO #	DESCRIPTION DETAIL	ACCOUNT #	CHECK DETAIL	CHECK TOTAL
		208103356496	460100069	Classroom budget	06 E 1000 610 0046 133	96.39	
		208103356496	460100069	Classroom budget	06 E 2400 890 0046 000	21.77	
		208103349035	400100093	2nd grade supplies, Sahadeo	35 E 1000 610 0000 003	195.64	
		208103365005	470100063	Supplies	06 E 1000 610 0047 142	37.88	
		208103351638	400100097	PTA Grant 2 - First Grade	06 E 1000 610 0040 000	241.70	
12496	Staff Development/Educators	REG-1107339	210100064	SDE Conference	26 E 2000 890 0000 021	189.00	189.00
				"Differentiating Instruction in a Whole-Group Setting" Topeka, Kansas			
12497	Shawnee Mission Ford, Inc	W97899	150100632	Recall for 97 E-350 Keys	08 E 2740 439 0000 000	34.14	34.14
12498	Smallwood Lock Supply	421284	150100641	New Lock Set to replace existing one @ Horizon	16 E 4700 430 0000 041	244.50	347.34
		421332	150100011	Supplies-Maintenance	06 E 2600 610 0015 400	102.84	
12499	The Supply Closet	1198	430100060	Deluxe Yacker Tracker for noise control in the cafeteria	16 E 1000 730 0000 043	131.99	131.99
12500	Varsity Spirit Fashions	3973744	300100097	Dance Team Uniforms	06 E 1000 681 0030 000	1,896.40	3,667.90
		3973789	4000100018	Dance Uniforms	06 E 1000 681 0031 000	1,771.50	
12501	WABA Fun, LLC	16424	50100058	STC Molding Sand for Honors Archeology & Artifacts high school course. Paid for with donations. No taxpayer dollars used.	35 E 1000 610 0000 002	2,425.07	2,425.07
12502	Western Extralite Company	S3927921.001	150100623	400 watt Parking Lot Lights	06 E 2600 610 0015 400	537.30	537.30
TOTAL OF COMPUTER CHECKS:							84,083.01

VISA - 12/15/09

Transaction Date	Transaction Detail	Amount	Total
12/10/09	USPS 19248600232215212	45.70	
12/10/09	DOLLAR-GENERAL #7565 DE SOTO KS	7.58	
	Debbie Legler		\$53.28
12/09/09	SHAWNEE STEEL&WELDING MERRIAM KS	750.00	
	David King		\$750.00
11/16/09	SELECTBLINDS	76.43	
	Debbie Atwell		\$76.43
12/09/09	DOOR CONTROLS	63.75	
	Doyle Baker		\$63.75
11/30/09	THE HOME DEPOT 2213 SHAWNEE KS	61.75	
11/30/09	THE HOME DEPOT 2213 SHAWNEE KS	61.75	
11/30/09	THE HOME DEPOT 2213 SHAWNEE KS	23.58	
	Irvin Greer		\$147.08
11/16/09	SOUTHWESTAIR DALLAS TX	237.20	
12/02/09	HYATT HOTELS WICHITA WICHITA KS	168.46	
	Dena Wilkerson		\$405.66
11/16/09	UMKC CAREER TRANS CTR KANSAS CITY MO	100.00	
	Mark Schmidt		\$100.00
11/19/09	CIRCLEK6368 AS CASSODAY KS	27.60	
11/19/09	BEST WESTERN WICHITA NOR WICHITA KS	148.38	
12/04/09	WAL-MART #2855 SHAWNEE KS	147.12	
	Jack Deyoe		\$323.10
11/14/09	WM SUPERCENTER SHAWNEE KS	37.50	
	Lorah A Smith		\$37.50
12/11/09	USPS 19836215332280885	65.20	
	Sherri Poorman		\$65.20
12/01/09	IRLEN INSTITUTE	21.95	
12/08/09	WALGREENS #09425 SHAWNEE KS	3.96	
	Lori Koch		\$25.91
11/17/09	GHANN'S CRICKET FARM I AUGUSTA GA	24.69	
11/30/09	GHANN'S CRICKET FARM I AUGUSTA GA	19.48	
12/02/09	AVCORP BUSINESS SYSTEMS	175.00	
12/03/09	GHANN'S CRICKET FARM I AUGUSTA GA	8.61	
	Debra Johnson		\$227.78
12/03/09	PITNEY BOWES RENTAL	36.74	
12/08/09	PITNEYBOWES POSTAGE	60.00	
	Tim Drake		\$96.74
11/27/09	JOANN ETC #1926 OVERLAND PARK KS	141.86	
	Melissa Miller		\$141.86
11/14/09	WAL-MART #0486 BONNER SPRIN KS	12.70	
	Amy Hileman		\$12.70
11/24/09	USPS 19836215332280885	108.67	
11/30/09	PRICE CHOPPER #249 SHAWNEE KS	18.75	
	Melanie Blackmore		\$127.42
12/04/09	WM SUPERCENTER SHAWNEE KS	489.10	
12/08/09	USPS 19836215332280885	160.00	
	Amy K Turner		\$649.10
12/08/09	PITNEY BOWES RENTAL	41.73	
	Stephen Ludwig		\$41.73
11/22/09	JO-ANN ETC #2070 SHAWNEE KS	14.57	
11/24/09	PRICE CHOPPER #249 SHAWNEE KS	35.25	
11/30/09	WM SUPERCENTER SHAWNEE KS	25.81	
12/07/09	WAL-MART #2855 SHAWNEE KS	108.98	
12/13/09	WAL-MART #2855 SHAWNEE KS	59.50	
	Mary Caroline Crady		\$244.11
11/18/09	PITNEYBOWES POSTAGE	200.00	
	Connie Groothuis		\$200.00
11/13/09	WAL-MART #2855 SHAWNEE KS	60.98	

VISA - 12/15/09

Transaction Date	Transaction Detail	Amount	Total
11/23/09	WM SUPERCENTER SHAWNEE KS	61.79	
12/04/09	WAL-MART #2855 SHAWNEE KS	79.98	
	Molly Young		\$202.75
11/19/09	TARGET 00017590 SHAWNEE KS	11.97	
11/19/09	WM SUPERCENTER SHAWNEE KS	153.50	
11/19/09	THE UPS STORE #5094 SHAWNEE KS	105.08	
12/01/09	DYNAVOX SYSTEMS, LLC	78.00	
12/03/09	WM SUPERCENTER SHAWNEE KS	138.88	
12/03/09	WAL-MART #2855 SHAWNEE KS	-101.29	
12/07/09	WAL-MART #2855 SHAWNEE KS	50.62	
12/08/09	USPS 19248600232215212	16.75	
	Janet Hopkins		\$453.51
12/04/09	PITNEYBOWES POSTAGE	100.00	
12/04/09	USPS 19248600232215212	10.60	
	J Michele Altis		\$110.60
11/13/09	USPS 19248600232215212	10.05	
11/16/09	USPS 19248600232215212	7.24	
11/18/09	THE BLEU TOMATO DE SOTO KS(Principals&Learning Coaches)	132.00	
12/02/09	CPC*CAFEPRESS.COM	30.22	
12/02/09	THE BLEU TOMATO DE SOTO KS(Principals&Learning Coaches)	127.31	
	Julie Maurer		\$306.82
11/23/09	USPS 19248600232215212	11.30	
	Linda Acton		\$11.30
			\$4,874.33



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Joan E. Robbins
Director of Special Services

January 5, 2010

To: The Board of Education
From: Joan Robbins

Re: Policies, Practices, and Procedures Manual

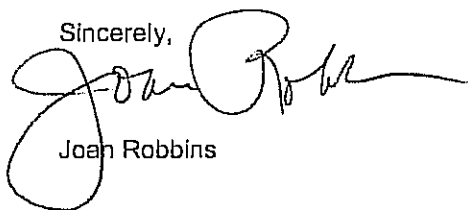
Background:

The Special Education Department of each school district is now required to develop a Policies, Practices, and Procedures Manual. This manual ensures that the requirements of the Individuals with Disabilities Education Act (IDEA) are implemented by local districts and meet compliance guidelines. Written policies, practices, and procedures require board approval when adopted. KSDE will be reviewing a random sample of these manuals across the state in spring 2010.

Timeline:

- December: The Policies, Practices, and Procedures manual was submitted as a written report.
- January: The manual will be on the Consent Agenda for BOE approval.

Sincerely,



Joan Robbins

Attachments:

- FAQ: Policies, Practices, and Procedures (from KSDE)
- USD #232 Policies, Practices, and Procedure Manual

Policies, Practices and Procedures
Child Find, General Education Interventions and Evaluation/Eligibility
U.S.D. 232 De Soto School District

SECTION I: CHILD FIND

K.A.R. 91-40-7(d)

K.A.R. 91-40-7(a)

De Soto policies, procedures and practices related to student identification are based on guidelines found in the state of Kansas Special Education Process Handbook. The provision of special education and related services is supported in school board policy.

De Soto informs the public of special education services for exceptional children, including when and how Child Find activities are conducted. The ways in which the public is informed include:

- De Soto School District Website
- Information available through Parents as Teachers
- Early Childhood brochure
- Multi-Tiered System of Supports (MTSS) brochure
- Multi-Service Center collaboration
- Special Education Parent Advisory Council (SEPAC: forming 2/2010)

Private School Students:

Students attending a private school in the De Soto school district who are not making adequate progress may be referred to De Soto by the private school administrator. Occasionally parents call De Soto to express their concern about their student. Parents are encouraged to work with their private school through a problem solving process and/or Student Improvement Team (SIT).

De Soto works closely with the private schools located within our district. The district conducts Child Find activities and serves students who are eligible for special education and related services. When students are determined to be eligible, De Soto provides IEPs to De Soto students who are residents and Service Plans to non-resident students. Initial consultation with the private schools is offered and/or provided by De Soto through individual meetings held annually. The purpose of this meeting is to explain the problem solving and eligibility determination process. Private schools are asked to include parents in this meeting. A representative from each private school verifies that they received the information they were presented in writing. In addition, the De Soto private school representative provides ongoing consultation with private schools regarding students as needed and keeps a log of these consultations.

Homeless students:

De Soto follows Federal Guidelines regarding the definition of “Homeless Students” and provides all services as outlined in the law. Students who are homeless receive free lunch and are not assessed any school fees. Students who receive special education services continue those services uninterrupted when relocating due to a loss of housing. When a De Soto student becomes homeless, the Homeless Coordinator works with the family and a community agency, if appropriate, to ensure that all educational services including special education continue as seamlessly as possible. The Homeless Coordinator generally receives the information that a student has become homeless from one of the many community agencies that work with homeless families or from school staff. The student may be served in the original school or in a school in closer proximity to the current residence of the student. The location in which the student receives special education and other educational services is determined by the family. The Homeless Coordinator confirms that the building principal is aware that a student from the school has become homeless and of the location in which the student will continue to receive services. The Homeless Coordinator arranges transportation from wherever the student is living to the original school or initiates a transfer of records to a new school if necessary.

Highly mobile students:

Students who are highly mobile are served similarly to students who move into the district. De Soto initiates a records request and implements IEPs from other districts by initiating comparable services immediately. The Multi-Service Center (MSC) in our district tracks highly mobile families who receive services. District personnel provide the MSC director with information concerning Child Find.

Migrant students:

When a migrant student enrolls in De Soto, the student would receive the same services as other highly mobile and/or move-in students.

Students progressing from grade to grade:

Individual student state assessment and all district-wide assessment scores are reviewed to ensure students are making progress towards proficiency. Students who do not demonstrate expected growth will enter the MTSS process.

Students who are suspected of having a disability are identified through systematic screening and the Multi-Tiered System of Support (MTSS) process. Students who appear to be at-risk are referred to the problem solving team by their general education teacher, the principal, counselor or the parent. The team meets to discuss current functioning of the at-risk student and determine interventions and data collection strategies to assist the student in catching up to peers. Students may be brought to the attention of the team anytime throughout the year. Referrals are not directly tied to class failure or lack of progression from grade to grade in De Soto. Students are referred when they are not

meeting grade level standards and/or have behavior that interferes with their own learning or the learning of others.

De Soto Sources

- *De Soto District Website*
<http://www.usd232.org/education/dept/dept.php?sectionid=120&>
 - *Child find and description of services for students with exceptionalities; reviewed and updated annually by the Director of Special Education*
 - *Parents' Rights Handbook*
- *Board of Education Policies*
 - *IDAC, JQ, JQA-- Special Education (services for students with exceptionalities/disabilities)*
- *Brochures (available from the Special Education Department at the District Office)*
 - *Early Childhood Brochures*
 - *A Family Guide to Multi-Tier System of Supports(MTSS)*
- *Kansas Process Handbook Chapter 3: Initial Evaluation and Eligibility: Flow chart for Initial Evaluation; p. 3-2*
- *Private School Team Consultation Documentation such as phone logs, meeting minutes, sample agreements, letters/correspondence*
- *De Soto Homeless Coordinator – Joe Kordalski 913-667-6259 (De Soto High School)*
- *Least Restrictive Environment (LRE) Procedures*
- *Student Improvement Team (SIT) Procedures*

SECTION 2: SCREENING

K.A.R. 91-40-7(b)

Children ages 3 through 5

The district publishes a brochure that describes Early Childhood Special Education programs and encourages parents to call to arrange an appointment for a screening if they have a concern about their child. These brochures are available upon request from the special education or early childhood office. Information regarding early childhood special education screening and services may also be found online at:

<http://www.usd232.org/education/school/school.php?sectionid=88>

Monthly screenings are held during the school year for children ages 3 through 5. Screening dates are advertised in the newspaper and publicized at area daycares and preschools. The information is also on the district website at:

<http://www.usd232.org/education/components/calendar/calendar.php?sectiondetailid=29389&>

In Early Childhood, the screening process is multidisciplinary. The screening procedure includes age-appropriate instruments, assessment techniques, and measures specifically designed for screening in the following areas: hearing, vision, developmental communication, gross and fine motor, cognitive, social and emotional adjustment, self-

help and adaptive skills. Children are normally seen within 30 days of a request for screening. The Ages and Stages Questionnaire (ASQ) is sent home for families to complete prior to attending the screening appointment. During screening, we conduct a parent interview and an Early Childhood Special Education teacher and a Speech Language Pathologist elicit and assess cognitive, adaptive, and speech/language skills.

Parents are notified of screening results by mail or by phone. The notification includes information about each domain and whether or not the child demonstrated age appropriate skills. Children who demonstrate delays are referred for an initial eligibility evaluation. De Soto collaborates with Parents as Teachers and Johnson County Infant-Toddler Services and ensures that outside agencies know our process and how to refer families with young children to the district.

School aged students, ages 5 through 21:

Children five through twenty-one are identified through Child Find general education interventions conducted through SIT and/or MTSS. Additional screenings (speech, occupational therapy, physical therapy, etc.) may be conducted as needed. Parents may opt out of screening or may request to have a comprehensive evaluation without participating in the screening process.

De Soto conducts screening activities for all students using the instruments and/or procedures listed below. Each of the screening tools is scheduled periodically throughout the year.

- DIBELS (3 times per year)
 - Grades K-2
- Rigby READS (2 times per year)
 - Grades K-5
- MAP Assessment (2 to 3 times per year)
 - Grades 2 - 12
- State Assessments (1 time per year per subject area)
 - Grades 3 - 11
- Teacher/parent referral to the Student Improvement Team (SIT) based on classroom performance (on-going throughout the year based on student performance)
 - Grades K – 12
- Vision and Hearing Screening (1 time per year at specified grade levels)
 - Grades K – 12

Students who fall below pre-established standards are referred to SIT for consideration for supplemental interventions through MTSS.

The effectiveness of the interventions is monitored and interventions are adjusted as to frequency and intensity as needed. Students who need intense, frequent and individualized interventions may be referred for a special education eligibility evaluation.

De Soto Sources

- *Preschool children ages five and younger*
 - *Schedule of preschool screenings for the year*
 - *ASQ Questionnaire*
 - *Vision and Hearing Guidelines*
 - *Web page that shows screening dates*
 - *EC Brochures*
- *Screening documents for children kindergarten through age 21*
 - *SIT procedures*
 - *DIBELS Norms*
 - *MAP Norms*

SECTION 3: GENERAL EDUCATION INTERVENTIONS (GEI/REFERRAL)

K.A.R. 91-40-7(c)

K.A.R. 91-40-26(d) (1)

MTSS Model:

Referrals for initial evaluations are made through the problem solving process using the Multi-Tiered System of Support (MTSS) model. Each school designates the staff members who serve on the problem solving SIT team. General education staff, problem solving team members and/or parents may make referrals to the team for consideration of supplemental interventions. General education interventions are planned by the problem solving SIT team. Parents are informed of interventions that are planned and subsequently implemented. Referrals are documented on the De Soto problem solving forms. When a general education intervention is implemented based on a student's baseline performance in the area of concern, the team documents progress or lack of progress over a previously determined period of time. The teachers and staff monitor progress on a regular basis during the MTSS intervention period. Parents are presented with data documenting the effectiveness or lack of effectiveness of the MTSS supplemental interventions.

If results of general education interventions and strategies are inadequate and do not reach criteria set by the team, the team refers the student to the next level in the MTSS process. The student is considered for a special education eligibility evaluation if progress continues to be insufficient after moving through the MTSS levels, at any other time the team believes evaluation may be appropriate, or upon parent request. When the team determines that the student should be evaluated for special education, the school psychologist seeks written consent for evaluation from the parents. In some cases, parents may not consent to the evaluation. In that event, contact the De Soto Special Education Director to discuss if the team should utilize mediation or due process procedures to pursue the evaluation.

The district employs teachers who are highly qualified in their curricular areas. General education interventions are carried out through a school-wide approach of providing a multi-tiered system of scientific, research-based interventions for all children, including providing supports for children who need additional assistance in order to be successful in the general education curriculum and environment. When a student is going through the problem solving process, the emphasis is on providing the intensity of instructional support needed in proportion to the presenting need of the student, by analyzing data, implementing scientific research-based interventions, and monitoring the student's progress on a regular basis. The method and frequency of progress monitoring is determined by the SIT team. Teachers document data from the interventions and strategies that have been tried. Students that require the more intensive supports of Tier 2 and Tier 3 are monitored under the direction of the SIT team. Parents are provided information related to their student's progress regularly. As students move from Tier 2 to Tier 3, the student receives more intensive individualized support and frequent monitoring of his progress thus documenting his response to interventions.

Additionally, the team reviews instructional practices to assess whether effective instructional interventions were implemented throughout the MTSS process. The following variables are reviewed:

- Duration of intervention
- Frequency of intervention
- Group size participating in the intervention
- Fidelity of the implementation of the intervention

Interventions may need to be adjusted based on the review of the variables listed above to increase the effectiveness of the interventions as the student moves through the process. The decision to move to an eligibility evaluation may be based on the results of the problem solving process and the decision of the SIT team.

Parental Request for Evaluation:

Parents may request an evaluation by notifying the principal, school psychologist or any other staff member of the student's school of their request at any time. This request is preferred to be made in writing but may be received by email. If a verbal request is made, either an email or written letter to the parent should be sent by the school team that restates the verbal request. This action provides written documentation of the request. Teams must take these requests, even verbal requests, as official evaluation requests. The team must prepare a written response to the request within 15 school days.

When a parent requests an evaluation for his or her child, the SIT team at the respective school convenes to determine if the parent's request for an evaluation is appropriate. This team is comprised of general education and special education staff who come together to review and collect data that will be used to determine special education eligibility. This team considers the following:

- History of and student's response to general education interventions (MTSS)

- Student's current functioning at school
- Available records of diagnoses from outside sources
- Independent evaluations provided by the student's family

When the SIT team decides that an initial evaluation is **not** needed, the team sends a letter and a Prior Written Notice for Consent to the parent(s) stating the team's decision and the rationale for that decision and an offer to convene a team meeting to discuss the decision.

If the SIT team determines that an evaluation is appropriate, parental consent for an initial evaluation is sought using the Prior Written Notice for Consent form. When consent is obtained, the evaluation is conducted and completed within the 60 school day timeline.

De Soto Sources

- *De Soto School District SIT forms*
- *De Soto Prior Written Notice and Consent to Evaluate/Reevaluate*
- *Parent handbook*
- *De Soto Website*
- *DIBELS*
- *MAP Scores*
- *Observational data*
- *Work samples*
- *End of year assessments*
- *Screening assessment results (DIBELS, MAP)*
- *Progress monitoring assessment results, if applicable*
- *Current grades/classroom performance according to teacher and observation records*
- *Record review of comprehensive school file*
- *Review of parent-provided private records*
- *Parent/school communication logs*
- *De Soto MTSS manual*

SECTION 4: EVALUATION

K.S.A. 72-986(b)

K.S.A. 72-986(c)(1)

K.S.A. 72-986(e)(3)

K.S.A. 72-986(e)(4)

K.A.R. 91-40-9(b)(1)

K.A.R. 91-40-9(c)

K.A.R. 91-40-8(c)

Job embedded training is provided to school psychologists about best practices regarding compliance and assessment procedures. It is expected that school psychologists will work to assure that staff is using current and best practices during the evaluation process.

Parental Consent Required and Timeline:

Parental consent is required to conduct an initial or re-evaluation for special education eligibility. When obtaining consent for evaluation from parents, areas of a suspected exceptionality are included on De Soto Prior Written Notice for Consent form. The 60 school day timeline for the completion of the evaluation commences upon the receipt of parental consent on the Prior Written Notice form. All written communication providing consent or refusal is maintained in the Special Education file by the school psychologist and/or case manager.

The school psychologist maintains records related to the eligibility determination process. Once parents have signed the consent for evaluation, the school psychologist notifies all evaluation team members of the date the evaluation must be completed. The team plans evaluation activities working backward from the 60 school day deadline. The school psychologist monitors the timeline and sets interim deadlines that guide the process in a timely fashion. De Soto makes every effort to complete eligibility determination evaluations well within the 60 school day window

The contents of the comprehensive evaluation are determined by the evaluation team with parental input. All concerns that are identified by the team members are addressed during the comprehensive evaluation.

The Multi-Disciplinary Team:

The multi-disciplinary evaluation team is responsible for the evaluation report. This evaluation team includes but is not limited to the special education teacher, general education teacher(s), related service providers, school psychologist and/or counselor.

Each of the professionals gathering data regarding the student's current academic and functioning levels provide written input into the evaluation report. The evaluation team considers a variety of informational sources when assessing previous instruction. The team reviews previous educational records to investigate whether academic and/or functional delays have developed due to instructional or other factors.

The evaluation is multidisciplinary and includes information from a variety of team members. The report is multisource (not only one measure). Criteria as determined through IDEA-04 serve as the guide for the determination of one or more exceptionalities.

Assessment Materials:

De Soto uses a variety of assessment materials, practices, and data sources to determine eligibility. The following specific assessment tools and strategies are examples of those that may be used to gather evaluation data. Additional assessment tools may be used by related services personnel.

Functional Information:

- Teacher interviews
- Vineland
- ABAS
- Parent Interviews
- BASC Adaptive Skill scales
- Underlying Characteristics Checklist – The Ziggurat Model

Developmental information:

- Parent Interview/ Questionnaire
- BASC Structured developmental History

Academic information:

- Test of Early Written Language
- Rigby READS Assessment
- Rigby Benchmarking Results
- Brigrance (Computational Skills Test, Math Problem solving Test)
- Informal Reading Inventories
- CBM's (Reading Fluency, Math Probes)
- Capitalization & Punctuation Assessments
- Student Learning Preferences Survey
- Words Their Way Primary or Elementary Spelling Inventory
- Language Placement Tests (or other Tier II/Tier III assessments – e.g. Sonday, Horizons, SOAR, etc.)
- DIBELS
- Classroom observations
- Teacher interviews
- Common Assessments
- MAP scores
- State Assessment
- Diagnostic Assessment of Reading (DAR)
- Tier II and 3 information
- Qualitative Reading Inventory – 4
- Jerry Johns Basic Reading Inventory
- Woodcock Johnson-II
- WIAT
- KeyMath

Parent Information:

- Evaluation/ Re-evaluation questionnaires
- BASC parent report scale
- Parent interviews

Classroom-based information and observation:

- Teacher interviews
- Classroom observations (time on-task, narrative notes)
- Common Assessments
- Grades
- Teacher questionnaires
- SIT intervention data

Behavior

- BASC
- Conner's
- Functional Behavior Assessment (FBA)
- Observations

De Soto has greatly reduced the frequency of the use of standardized assessment and uses curriculum-based and function-based assessments. Authentic assessment that measures the student in relationship to the curriculum and functioning level as compared to same age peers is included in the report. Data gleaned from authentic assessment leads to better educational decisions and more appropriate programming.

Reliability and Validity of Assessment Materials:

All assessment instruments are examined and reviewed by a committee of school psychologists to determine validity, reliability, and freedom from racial or cultural bias. Test construct data that is provided by the test publisher is reviewed to determine the appropriate use of the instrument in De Soto and with specific students. Assessment reviews by independent sources are also examined to determine whether any concerns exist with the instrument especially related to cultural and/or racial bias.

School Psychologists have received training and research to use as a guideline for when to test in the native language, when to use non-verbal assessments, when to test in English, and how to interpret result with culturally and linguistically diverse students.

When new instruments are purchased, training is provided by outside consultants or peers to assure standardized utilization. When new school psychologists are hired, they are assigned a mentor to orient them to testing practices and materials that are used in De Soto.

Evaluation Process:

When a team is conducting an evaluation, the team determines what information needs to be gathered that is not currently available. Specific instruments and/or other sources of data are selected to be included in the evaluations that provide the information needed by the team to make an informed eligibility decision.

Evaluations are conducted based upon a multi-disciplinary approach. During an evaluation, assessments are administered by those individuals who have experience and expertise in the related areas of concern. Prior to administering an assessment tool, individuals who are involved in the assessment have received training and have practiced test administration to gain knowledge of standardization procedures, scoring, and interpretation through pre-service training or professional development activities. Formal and informal training is provided to staff within the district or the community. Additional training is provided through staff consultation and mentoring by knowledgeable personnel.

The school psychologist oversees the evaluation team to ensure formal evaluations are conducted according to assessment guidelines and standardization procedures.

Availability of Interpreters and Native Language Materials:

Interpreters are available to participate in both the problem solving and assessment processes as well as during IEP meetings as needed for both parents and students. Translators produce documents in native language as needed. Native language assessment instruments are used when available and when appropriate. ESOL teachers provide input based on language assessments to help determine whether or not the native language should be used with students during the assessment to assure valid assessment results.

Evaluation Report:

The data gathered through screening and general education interventions are reviewed within the SIT team and is included in the team evaluation report in the general education intervention section of the report.

Existing data that is reviewed by the evaluation team and may include:

- Student work products
- Progress monitoring data
- Teacher evaluation data
- Student's cumulative file
- Student's special education records
- Past and current IEP information
- Evaluation information from outside agencies
- Parent report
- Discipline data
- Attendance data

Included in the report are data related to all areas related to the suspected disability, including, if appropriate,

- Health
- Vision

- Hearing
- Social/emotional status
- General cognitive status
- Academic performance
- Communication
- Motor abilities
- Educationally relevant medical information
- Other information as needed

The Multidisciplinary Team Report template contains all of the areas that must be addressed in an evaluation or reevaluation. Included in the report are:

- General education interventions/screening
- Review of records
- Interviews with parents, staff, and the student, if appropriate
- Observations
- Summary of tests results

The school psychologist finalizes the report to assure that all of the components have been addressed. Eligibility is determined at the eligibility meeting.

De Soto Sources

- *De Soto uses a variety of assessment materials, practices, and data sources to determine eligibility.*
- *All assessment tools utilized are reported and summarized within the multidisciplinary team report.*

SECTION 5: ELIGIBILITY

K.A.R. 91-40-10(d)

K.S.A. 72-986(e)

K.A.R. 91-40-8(f)

K.A.R. 91-40-10(a)

K.A.R. 91-40-10(e)

K.A.R. 91-40-10(f)

K.S.A. 72-986(f)

A school multi-disciplinary team (including the parents) reviews and carefully considers the data that result from the evaluation, as well as the exceptionality categories defined in regulations to determine if a student meets the criteria for one or more of the exceptionality categories.

Eligibility Considerations:

This information gathered through the implementation of the MTSS as well as any other information collected through the evaluation process is used to determine eligibility by providing the data to answer the four questions on the evaluation report. The team needs

to show evidence that convergent data was used from multiple sources to answer the following questions:

QUESTION 1: Does the student's response to general education interventions (or for pre-school children, results of screening and evaluation) indicate the need for intense or sustained resources?

QUESTION 2: Are the resources needed to support the student to participate and progress in the general education curriculum (or for preschool children, to participate in activities appropriate for children of the same age) beyond those available through general education and other resources?

QUESTION 3: Is there evidence (a) of a pattern of strengths and weaknesses in performance, or (b) insufficient progress when compared to (i) ability, (ii) peers, or (iii) state-approved grade-level standards in the area(s) of concern?

QUESTION 4: Is the presence of an exceptionality substantiated by data from multiple sources?

Additionally, exclusionary factors must be examined before it is determined that a child meets the criteria for one of the exceptionality categories. A child can NOT be determined to be a child with an exceptionality if a child does not otherwise meet the eligibility criteria as a child with an exceptionality or the determinant factor is:

- Lack of appropriate instruction in reading, including the essential components of reading instruction (defined in section 1208(3) of the ESEA(NCLB) as phonemic awareness, phonics, vocabulary development, reading fluency including oral reading skills, and reading comprehension strategies);
- Lack of appropriate instruction in math; or
- Limited English proficiency

If the evaluation data indicate there is a match with a one or more of the categories of exceptionality and the team rules out the presence of any exclusionary factors, the team may determine that the child meets one of the requirements of eligibility as a child with an exceptionality (Prong 1 of the test of eligibility). If there is not a match or exclusionary factors are present, the team must determine that the child does not meet the eligibility of a child with an exceptionality.

With regard to determining whether a child has a specific learning disability there are unique issues that must be examined by the team. In order for a child to be eligible as a child with a specific learning disability, the evaluation and eligibility report must document that the child meets both of the following conditions (a. and b.):

- a. The child does not achieve adequately for the child's age or to meet State-approved grade-level standards when provided with learning experiences and instruction appropriate for the child's age or State-approved grade-level standards,

AND

(i) The child does not make sufficient progress to meet age or State-approved grade-level standards when using a process based on the child's response to scientific, research-based intervention;

OR

(ii) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development.

b. The determinate factor for why the child does not achieve adequately for the child's age or does not make sufficient progress to meet age or State-approved grade-level standards, or exhibits a pattern of strengths and weaknesses, is not primarily the result of:

- A visual, hearing or motor disability;
- Mental retardation;
- Emotional disturbance;
- Cultural factors;
- Environmental or economic disadvantage; or
- Limited English proficiency

Parent input is ensured through a parent interview as part of the evaluation process and through parent attendance at the eligibility determination meeting.

Eligibility Report:

De Soto provides the eligibility report to parents as follows:

- Prior to the eligibility meeting, if possible and appropriate, a draft report is sent home for parents to review,
- During the meeting, a draft report is provided to all those present to review to determine eligibility status.
- A finalized signed copy of the eligibility report is either provided to the parents at the conclusion of the meeting or sent home by mail.

Eligibility is determined at a meeting that includes the multi-disciplinary team and the parents. If the student is determined eligible the IEP Team prepares and proposes an IEP for consideration. The IEP must be completed within 30 calendar days once eligibility has been determined.

De Soto Sources

- *De Soto Multidisciplinary Team Report*

SECTION 6: THE IEP AND PARENT CONSENT ISSUES

Initial IEP:

When the student is determined eligible for special education and related services, information gathered through the evaluation process, including curriculum and functionality data, serves as the baseline for the design of goals and services outlined in the initial IEP. Parental consent is required before the initial IEP is implemented.

Material and/or Substantial Change:

Once an IEP has been implemented, parent consent is needed when material or substantial special education actions are proposed. The school psychologist initiates the Prior Written Notice that describes material and/or substantial change. All state and federally required components are present on the Prior Written Notice forms. The district requests that parents consent or refuse consent for the special education action within 15 school days. When a parent does not provide written consent or refusal within a 15 day period, De Soto staff should attempt a phone contact with the parents to determine their intention to refuse or consent to the proposed action. Documentation of that phone call should be maintained. If verbal consent or refusal is obtained, this needs to be documented on the Prior Written Notice form. A letter documenting the conversation and the parent decision should be sent home along with a copy of the Prior Written Notice. If parents cannot be reached or the parent does not provide verbal refusal or consent, a letter is sent home informing the parents that the special education action will begin after a reasonable specified time period that is stated in the letter (not less than 10 school days). Parents have the opportunity to refuse or consent to the action at this juncture or to request an IEP meeting. If parents do not respond, the special education action is implemented by the school district.

Parent Revocation:

Parents may revoke consent for all special education services at any time. Revocation should be made in writing by the parents. The school district may request an IEP meeting to discuss the ramifications of the parents' decision, but termination of special education services cannot be delayed if parents do not attend an IEP meeting. The school district cannot take any legal action regarding this revocation. A sample letter that the school team needs to send to the parent to confirm the revocation and termination of service is available from the De Soto Special Education office. This letter outlines the consequences of the revocation and termination of services. The district also needs to include a Prior Written Notice form with the letter. Once the Prior Written Notice is sent, the services must terminate.

Students who no longer receive services based on parent revocation are no longer entitled to any of the protections available to a student with an IEP including discipline protections. If students are subsequently referred for evaluation for special education services, the evaluation is considered an initial evaluation.

Parents, in Kansas, may revoke consent for a portion of Special Education services. Teams have to option to consider the effect of this revocation of partial services and ask for mediation or due process if they determine that without the service FAPE cannot be provided.

De Soto Sources

- *De Soto School District Prior Written Notice*
- *Net IEP system*



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
w w w . u s d 2 3 2 . o r g

35200 West 91st Street
De Soto, Kansas 66018
Phone: 913-583-8300
FAX: 913-583-8303
mschmidt@usd232.org

Dr. Mark Schmidt
Director Human Resources

Date: January 11, 2009
To: USD 232 Board of Education
From: Dr. Mark Schmidt - Director of Human Resources
Re: Consent Agenda – Letter of agreement for Health and Productivity Management

As part of the health insurance program recently approved by the Board, Blue Cross Blue Shield of Kansas City (BCBSKC) is providing \$25,000 for the support of the district's wellness program, including contracting with Saint Luke's Hospital to provide a Health Enhancement Coordinator for 10 hours per week. BCBSKC will pay \$1,587 per month (\$19,044 annually) to Saint Luke's, leaving the balance to be used by the USD 232 Wellness Committee.

Please consider approving and signing the attached letter of agreement with Saint Luke's to formalize the relationship.


Please contact me at mschmidt@usd232.org or (913) 667-6205 if you have any questions or concerns.

Thank you.

Mark

December 18, 2009

TO: Dr. Mark Schmidt

FROM: John Mullin 

RE: Letter of agreement for Health and Productivity Management

Please find enclosed two original drafts of a letter of agreement between Desoto School District and Saint Luke's Hospital of Kansas City to provide the services of a part time Health Enhancement Coordinator. The letter specifies services to be provided, hours of work for the HEC, and the cost of these services.

Please review the document. If it meets with your approval and fulfills the requirements of Desoto School District, sign and date the agreement and return one original to me via fax; my fax number is 816-932-3304. Keep the other for your files.

Should you need to propose changes or clarify any details, feel free to call me on my direct line @ 816-932-3803.

Thank you.

December 18, 2009

Mark Schmidt
Desoto School District
35200 West 91st Street
Desoto, KS 66018

RE: Saint Luke's Health Enhancement Coordinator

Dear Dr. Schmidt:

Saint Luke's Hospital of Kansas City (SLH) is pleased to be working with the Desoto School District (DSD) to provide Health and Productivity Management Services in support of your wellness program.

The services SLH will be providing DSD include the following:

SLH will provide DSD the services of a Health Enhancement Coordinator (HEC) for 10 hours per week. The HEC will be an employee of SLH and will have the responsibility to assist in the development and implementation of the company's Health Management strategy and Wellness programs. As such, the HEC shall be considered an independent contractor, and not that of an agent or employee of DSD. DSD will not carry worker's compensation insurance, health insurance, pay social security, unemployment insurance, and retirement benefits or withhold federal or state taxes for the HEC. The HEC's services will include triaging participants, based on their health risks, interests, and special information that are relevant to their condition, to the appropriate interventions and programs that will reduce their health risks.

In addition to me as Director of Health Enhancement for Saint Luke's supporting your HEC and assisting DSD with wellness strategies will be Richard Moe, M.D. Medical Director.

The HEC will maintain all health information that employees choose to share with him/her as confidential and will maintain compliance under the guidelines of the Health Information and Portability Act (HIPAA).

In all matters relating to the performance of this Agreement, SLH and DSD shall comply with all applicable federal, state, and local laws, rules, and regulations. The schedule of

on-site times, as well as general work schedule for the HEC will be established by mutual agreement by DSD and the HEC. The monthly fee billed to Carol Jones at Blue Cross/Blue Shield for these services will be \$1,587 per month.. The effective date for this agreement will be January 4, 2010.

If, at any time during the term of the Agreement, DSD notifies SLH that the current HEC is objectionable to DSD, in DSD's sole discretion, SLH shall use its best efforts to immediately replace the HEC with a competent person acceptable to DSD. Travel expenses beyond normal to and from the designated district location will be reimbursed by Blue Cross/Blue Shield, out of the designated Health and Productivity Management budget.

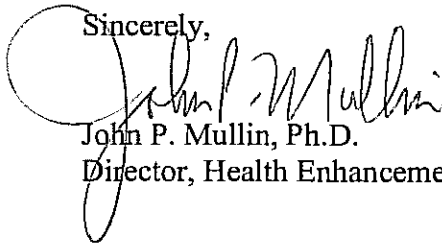
Termination:

The term of the Agreement shall begin on January 4, 2010 and shall remain in effect for one year. This Agreement shall automatically renew for successive terms of one year unless either party notifies the other of its intent to terminate this Agreement within 30 days of the end of the term.

Please indicate your approval of the terms provided in this letter by signing below and returning to me by fax at 816-932-3304. If you have questions, please call me at 816-932-3803.

Thank you for this opportunity. We are looking forward to helping you build a healthier and more productive workforce for the very important work you do at the Desoto School District.

Sincerely,



John P. Mullin, Ph.D.
Director, Health Enhancement

Agreed to by Desoto School District:

Name

Title

Date

Summary Report

Board Agenda Item

January, 2010

Topic: Consulting Agreements for Construction Services

From: Ron Wimmer

The following consulting agreements represent additional measures to validate construction processes and evaluate change orders. We recommend approval of an Agreement with Turner Construction for on-going services as outline in the attached proposal. In addition, we recommend approval to obtain services on an "as needed" basis from CMR to evaluate change orders as determined by the superintendent and board members serving on the change order review committee (Mr. Blankenship and Mr. Fletcher).

Both agreements are subject to review and modification as provided by the district's legal counsel and termination with notice. We anticipate the need for services through August, 2010. Finally, we anticipate cost savings while attaining quality construction services through the use of these independent construction consulting resources.

Turner Special Projects

Turner Construction Company
2345 Grand Boulevard
Suite 1000
Kansas City, MO 64108
(816) 283-0555 phone
(816) 283-0348 fax

www.turnerconstruction.com

December 8, 2009

Ron Wimmer, Ed.D.
Superintendent
Unified School District #232
35200 West 91st Street
De Soto, KS 66018

In Re: **Proposal for Consulting Services - REVISED**

Dear Dr. Wimmer:

It is with great pleasure that we submit to you our proposal to perform Consulting Services for the Unified School District #232 school projects.

This proposal is for Consulting Services for the Mill Valley High School and De Soto Elementary School #7 Projects. The proposal is based on the following basic services and qualifications listed below:

- 1) We have included one part-time staff person assigned to the projects for half of their monthly time who will report to Troy Harris to oversee the overall management of these school construction projects. Together they will work in the best interest of the Unified School District #232 to perform the following services:
 - a. Assist in the review of change order requests.
 - b. Monitor and report on the coordination of construction activities related to reviewed change order requests.
 - c. Assist personnel of the Unified School District in their verification of project conformance to the contract documents on materials and quality standards.
 - d. Monitor and report on adherence to the construction contracts as they relate to change order requests.
 - e. Monitor and report on the impact to the overall project schedules caused by contract change activity.
- 2) We will perform all of our services in a very open and transparent manner.
- 3) Consulting Services would start approximately on December 28, 2009 and be complete on August 31, 2010.
- 4) We are proposing to utilize a Turner Contract and we assume that we will reach mutually agreeable contract terms.
- 5) These basic services and qualifications are negotiable depending on the specific needs and desires of the Unified School District #232.



CONSTRUCTION MANAGEMENT RESOURCES, LLC

ESTIMATING • SCHEDULING • PROJECT MANAGEMENT • CONSULTING
5201 JOHNSON DRIVE, SUITE 500, MISSOURI, KANSAS 64113 • FAX (816) 252-1330

De Soto School District #232
35200 W 91st Street
De Soto , KS 66018

Attn: Ron Wimmer, Ed.D.
Superintendent of Schools

December 29, 2009

RE: School District Needs

Dear Mr. Wimmer,

Thank you for considering Construction Management Resources, LLC for your estimating requirements.

Construction Management Resources is an estimating service which has provided estimates for architects, developers and contractors on projects totaling more than \$ 12 billion.

The estimates furnished range from conceptual estimates for developing budgets to preliminary estimates to hard dollar bidding to Change Order valuation.

Projects that CMR has estimated vary in size from \$500,000 to \$350 million for commercial, institutional and industrial construction.

As CMR provides estimates to contractors for bidding, this exposure to real costs enhances our accuracy with projecting budget design costs.

Since 1987, CMR provides the complete project construction cost which includes site, civil, architectural, mechanical and electrical costs.

CMR has provided over 5000 estimates from new construction to renovations. including several hundred projects for some of the following school districts:

- | | |
|---------------------------------------|--|
| Blue Valley Kansas School District | Shawnee Mission Kansas School District |
| Kansas City Missouri School District | Gardner Kansas School District |
| North Kansas City School District | Eudora Kansas School District |
| De Soto Kansas School District | Dodge City Kansas School District |
| Raytown Missouri School District | Topeka Kansas School District |
| Lee's Summit Missouri School District | Paola Kansas School District |
| Grandview School District | Lawrence Kansas School District |
| Hickman Mills School District | Olathe Kansas School District |
| St. Louis Missouri School District | Leavenworth Kansas School District |

With a staff of 7 estimators and 2 administrative personnel , CMR has provided estimates on projects in 47 states and internationally.

Attached is a resume of our key personnel.

As we have discussed, CMR can provide you with analysis of change order costs, however, any judgment opinion as to the cause of the change is not typically our area of expertise..

Our fee for providing this service is \$100/manhour applied to the time to develop the estimate for each change order.

If you require further information please call.

Sincerely,

Patrick Bartko, LCPE

CMR KEY PERSONNEL

PATRICK J. BARTKO, LCPE

Principal
Construction Management Resources, LLC

Education:

B.S. Degree in Construction Science Engineering
Kansas State University Dec. 1976

Professional Affiliations:

American Society of Professional Estimators
Past President of local Chapter

Professional Registration:

Certified Professional Estimator Nov. 1988
Lifetime CPE January 2006

Over 33 years experience in construction estimating and project management in the commercial/industrial construction field. Construction Management Resources was established in 1987 as an estimating service which provides estimates for architects, developers and contractors. Projects that CMR has estimated vary in size from \$500,000 to \$350 million for commercial, institutional and industrial construction.

MCACES Certified Aug. 1993

STAN S. SHIPMAN

Senior Estimator
Construction Management Resources, LLC

Education:

University of Kansas December 1989

20 years experience in construction estimating and project management in the commercial/industrial construction field.

MICHAEL A. OREL, CPE

Senior Estimator
Construction Management Resources, LLC

Education:

B.S. Degree in Construction Engineering Technology
Pittsburg State University May 1991
BBA Degree in Business Administration
Pittsburg State University May 1989

Professional Affiliations:

American Society of Professional Estimators

Professional Registration:

Certified Professional Estimator September 2008

18 years experience in construction estimating and project management in the commercial/industrial construction field.

GREGORY C. ZIMMERMAN, CPE, LEED AP

Senior Estimator
Construction Management Resources, LLC

Education:

B.S. Degree in Construction Management
University of Nebraska, 1975

Professional Affiliations:

American Society of Professional Estimators
United States Green Building Council

Professional Registration:

Certified Professional Estimator
LEED Accredited Professional

34 years experience in construction estimating and project management in the commercial/civil/industrial construction fields.



Unified School District 232

35200 West 91st Street
De Soto, Kansas 66018
Phone: 913/667-6200
Fax: 913/667-6201
Email: klarsen@usd232.org

De Soto – Shawnee – Lenexa – Olathe
w w w . u s d 2 3 2 . o r g

Mr. Ken Larsen
Director, Budget & Finance

Date: January 5, 2010
To: Board of Education, USD 232
From: Ken Larsen, Director of Budget & Finance
Re: Request approval for Board of Tax Appeals Application, Board of Education
Meeting January 11, 2010

Dear Board Member:

We request the Board's approval to file an application with the Board of Tax Appeals (BOTA) for authority to levy an ad-valorem tax to assist the district to finance a portion of the costs attributable to the opening of new classroom additions at Mill Valley High School and the new Belmont Elementary School in August 2010, commonly referred to as "Extraordinary Growth". This would not be a new tax levy as we are currently levying such tax for past building projects. The current BOTA approval is now in the declining years of the tax authority and will decrease by \$1,366,000 over the next two years. The approval we are requesting will replace this loss of current funding. This item will appear on the consent agenda for approval.

If any questions please feel free to contact me anytime.

Thank you.



Unified School District 232

35200 W. 91st Street
De Soto, Kansas 66018
Voice: 913-667-6220
Fax: 913-667-6221
E-mail: denisj@usd232.org

De Soto - Shawnee - Lenexa - Olathe
www.usd232.org

Denis Johnson
Director of Facilities

Change Order Request Form

Date: December 22, 2009

To: Ron Wimmer & Ken Larsen

RE: Change Order #3 - Belmont Elementary

From: Denis Johnson, Director of Facilities

Project:
Belmont Elementary Construction Project

Vendor/Contractor/Other Payment To: See attached Potential Change Items (PCI) description

Change Order Description:
The change order includes PCI's #25,29,31,32,34,35,37

Location:
See attached PCI description document

Amount: Total Change Order amount \$15,639.00; Total Contractor Amount \$15,115.00; Total Construction Manger Fee (2.6%) \$396.00; Total increase in C.M. General Liability Insurance (0.85%) \$128.00; Increase to construction hard cost per C.O. #4 = 0.24%

Funding Source: Bond Funding

Approval/Denial

Ken Larsen, Director of Budget & Finance: Approve Deny

Reason for Denial:

Signature: Ken Larsen
Digitally signed by Ken Larsen
DN: cn=Ken Larsen, o=USD 232,
ou=Budget and Finance,
email=klarsen@usd232.org, c=US
Date: 2009.12.29 09:15:21 -0600

Date: Tuesday, December 29, 2009

Ron Wimmer, Superintendent of Schools: Approve Deny

Reason for Denial:

Signature: Ron Wimmer
Digitally signed by Ron Wimmer
DN: cn=Ron Wimmer, o=USD232,
ou=Superintendent,
email=RWimmer@usd232.org, c=US
Date: 2009.12.29 15:37:23 -0600

Date: Tuesday, December 29, 2009

Potential Change Items List {PCI} 25,29,31,32,34,35,37 - 12/22/09 to become Belmont Elementary Change Order Three
Total proposed CO #3 - \$15,639.00

The Changes shown to the various Contracts have been completed. Items were reviewed and approval by the District Change Order Review Committee, per the Change Order Policy approved by the Board of Education. All items shown are reviewed by members of the Project Team to ensure that the items requested are outside their contractors contractual scope of work and that the quantities and pricing are in line with industry standards for this area. The following is a summary of those items.

PCI - #025- \$3,959.00 – City/Public Utility Required – Initiated by McPherson Construction – Responded to by HTK Architects – Changes to the mechanical pad structure per City of Shawnee review and requirements

The construction documents indicated slab drains to capture the water on the pad and route it into the storm system. The city required the pad to sheet drain to the street inlets, creating changes to the metal panel structure.

PCI - #029 - \$164.00 – Owner Generated - Initiated by DH Pace – Responded to by HTK Architects – Added Vision Lite to door B146

A vision panel was added to door B146 from the main corridor to the technology work room.

PCI – #031 - \$3,746.00 – Errors and Omissions – Initiated by Enterprise Interiors – Responded to by HTK Architects – Added a soffit at the gym side of the stage.

A soffit was added to the gym side of the stage to cover a structural beam. Soffit was not shown on the contract documents.

PCI – 032 – \$531.00 – Project Coordination – Initiated by Enterprise Interiors – Responded to by HTK Architects – Addition of parapet wall at roof expansion joint

Final Steel shop submittals indicated a slight change in elevation at the roof expansion joint requiring a small roof parapet wall.

PCI – 034 – \$1,520.00 – Project Coordination – Initiated by Jim Plunket Inc. – Responded to by HTK Architects – Revision to the door hardware schedule changing from butt hinges to pivot hinges

Upon final review of door hardware submittals pivot hinges were added to two sets of aluminum doors in lieu of the butt style hinges that were shown on the construction document hardware sets.

PCI – 035 – \$4,326.00 – Owner Generated – Initiated by Western Waterproofing – Responded to by HTK Architects – Change from field fabricated window opening flashings to prefabricated window flashings

During the construction of the field mock up wall it was recommended that the use of pre-manufactured window corner flashing would provide a better moisture and air barrier for the building than the field fabricated window flashings.

PCI – 037 – \$1,393.00 – Project Coordination – Initiated by Jabral – Responded to by HTK Architects – Change to the fluid applied air barrier product to allow lower temperature application

A change in the fluid applied air barrier product was made to allow application at lower temperatures..

Denis D. Johnson
Director of Facilities, USD 232

CHANGE ORDER SUMMARY

Distribution to
OWNER
ARCHITECT
CONSTRUCTION MANAGER

PROJECT: DeSoto Elementary No. 7
DeSoto, KS

CHANGE ORDER NO.: 3

DATE: 12/21/2009

ARCHITECT'S PROJECT NO.:

**CONSTRUCTION
MANAGER:** J.E. Dunn Construction Co.
1001 Locust
Kansas City, MO 64106

**CONSTRUCTION MANAGER'S
PROJECT NO.:** 10367

This Change Order authorizes work as described in Attachment No. 1. Attachment No. 2 is a summary of the new Contract Sums for all Prime Contracts up to and including this Change Order.

The total of all original Contract Sums was \$13,714,029.00

Net change by previously authorized Change Order Summaries \$85,594.00

The total of all Contract Sums prior to this Change Order was \$13,799,623.00

The Contract Sum will be increased by this Change Order in the amount of \$15,639.00

The total of all Contract Sums, including this Change Order \$13,815,262.00

The Contract Time will be ~~increased~~ ~~decreased~~ unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 7/31/2010.

RECOMMENDED:

J.E. Dunn Construction Company
Construction Manager
1001 Locust, Kansas City, MO 64106

APPROVED:

HTK Architects
Architect
9300 West 110th Street, Suite 150, Overland Park, KS 66210

BY DATE

BY DATE

AUTHORIZED:

DeSoto Unified School District #232
Owner
8355 Peoria Street, DeSoto, KS 66018-0449

BY DATE

ATTACHMENT 1

DeSoto Elementary No. 7
JE Dunn Project No. 10367
Change Order Summary No. 3
December 21, 2009

PCI	DESCRIPTION	AMOUNT
25	Foundation and screen wall design revisions.	\$3,826
29	Added vision lite to door B146.	\$159
31	Add soffit at the stage.	\$3,620
32	Added a roof parapet wall for an expansion joint.	\$514
34	Change the hinges from butt to pivot for hardware sets 1 & 43.	\$1,469
35	Change from field fabricated window opening flashing to prefabricated corner flashing.	\$4,180
37	Change to All Season Air Barrier to allow for application at 10 degrees and rising.	\$1,347
CM	General Requirements	\$128
CM	Fee	\$396
	Change Order Total	\$15,639

Attachment 2 - Revised

DeSoto Elementary No. 7
 Contact Summary
 Change Order No. 3
 December 21, 2009
 Job No. 10367

Contractor	Bid Package	Scope of Work	Original Contract Sum		Previous Change Order		Contract Sum		Current Change Order		Current Contract Sum	
			Contract Sum	Change	Change Order	Prior To This Change	Order Amount	Contract Sum	Contract Sum			
J.E. Dunn	01000	General Requirements	986,361	-	757	987,118	-	987,118	128	-	987,246	
Max Rieke & Brothers Inc	02330	Site Clearing & Earthwork	428,900	-	17,009	445,909	-	445,909	-	-	445,909	
Seal-O-Matic Paving Company	02740	Asphalt Paving	420,546	-	23,365	443,911	-	443,911	-	-	443,911	
Shawnee Mission dba Arbor Master	02900	Irrigations, Lawns & Grasses	330,000	-	-	330,000	-	330,000	-	-	330,000	
McPherson Contractors	03330	Concrete	1,361,170	-	-	1,361,170	-	1,361,170	-	-	1,361,170	
McPherson Contractors	03410	Precast Concrete	130,788	-	-	130,788	-	130,788	3,826	-	134,614	
McPherson Contractors	04210	Masonry	972,659	-	6,307	978,966	-	978,966	-	-	978,966	
McPherson Contractors	05099	Structural Steel	733,383	-	-	733,383	-	733,383	-	-	733,383	
Altmar Inc	06100	Carpentry	393,300	-	3,775	397,075	-	397,075	-	-	397,075	
Western Waterproofing Company	07199	Insulation Air Barrier	198,860	-	-	198,860	-	198,860	4,180	-	203,040	
Delta Innovative Services	07500	Roofing	890,999	-	-	890,999	-	890,999	-	-	890,999	
Shawhan Sheet Metal LLC	07600	Arch Sheet Metal	462,777	-	-	462,777	-	462,777	-	-	462,777	
Firetek Inc.	07840	Fire Sealants	24,900	-	-	24,900	-	24,900	-	-	24,900	
Jabral Inc.	07900	Joint Sealants	94,600	-	-	94,600	-	94,600	1,347	-	95,947	
DH Pace	08110	Doors & Hardware	290,200	-	446	290,646	-	290,646	159	-	290,805	
Jim Plunkett Inc	08400	Glass & Glazing	215,855	-	-	215,855	-	215,855	1,469	-	217,324	
Enterprise Interiors Inc.	09250	Drywall	424,980	-	-	424,980	-	424,980	4,134	-	429,114	
Enterprise Interiors Inc.	09510	Acoustical Ceiling	195,700	-	-	195,700	-	195,700	-	-	195,700	
Desco Coatings Inc.	09620	Resinous Flooring	133,793	-	-	133,793	-	133,793	-	-	133,793	
Artistic Floorcovering Inc	09680	Flooring	269,490	-	-	269,490	-	269,490	-	-	269,490	
Advanced Protective Coating	09900	Painting	107,437	-	-	107,437	-	107,437	-	-	107,437	
ABC School Equip dba Platinum	10100	Visual Display Board	13,825	-	-	13,825	-	13,825	-	-	13,825	
KC Bin & Equipment	10500	Lockers	57,670	-	-	57,670	-	57,670	-	-	57,670	
Abbey-Simons Co	10650	Operable Partitions	17,988	-	-	17,988	-	17,988	-	-	17,988	
Sysco Foods of KC Inc.	11400	Food Service Equipment	229,285	-	-	229,285	-	229,285	-	-	229,285	
Athco LLC	11490	Athletic Equipment	30,570	-	-	30,570	-	30,570	-	-	30,570	
Creative Associates	12300	Casework	85,577	-	-	85,577	-	85,577	-	-	85,577	
Mid States School Equipment	12760	Telescoping Stands	14,286	-	-	14,286	-	14,286	-	-	14,286	
Jayhawk Fire Sprinkler	15300	Fire Protection	121,460	-	-	121,460	-	121,460	-	-	121,460	
Western Enterprise Inc.	15400	Plumbing	524,515	-	7,022	531,537	-	531,537	-	-	531,537	
Rand Construction Company	15500	HVAC	1,891,304	-	-	1,891,304	-	1,891,304	-	-	1,891,304	
BRW Construction LLC	02500	Site Utilities	259,522	-	20,258	279,780	-	279,780	-	-	279,780	
Westhues Electric Inc	16000	Electrical	1,032,000	-	2,699	1,034,699	-	1,034,699	-	-	1,034,699	
Sosaya and Sons Constructhno	16520	Public Street Lighting	21,800	-	1,611	23,411	-	23,411	-	-	23,411	
Fee	50000	N/A	347,529	-	2,345	349,874	-	349,874	396	-	350,270	
		Total:	\$ 13,714,029	\$	85,594	\$ 13,799,623	\$	15,639	\$	13,815,262		



Unified School District 232

35200 W. 91st Street
De Soto, Kansas 66018
Voice: 913-667-6220
Fax: 913-667-6221
E-mail: denisj@usd232.org

De Soto - Shawnee - Lenexa - Olathe
www.usd232.org

Denis Johnson
Director of Facilities

Change Order Request Form

Date: December 22, 2009

To: Ron Wimmer & Ken Larsen

RE: Change Order #4 - Mill Valley High School Addition/Renovation Project

From: Denis Johnson, Director of Facilities

Project:
Mill Valley High School Addition/Renovation Project

Vendor/Contractor/Other Payment To: See attached Potential Change Items (PCI) description

Change Order Description:
The change order includes PCI's 32,33,34,35,36,37,38,39,40

Location:
See attached PCI description document

Amount: Total Change Order amount \$31,436.00; Total Contractor Amount \$30,272.00; Total Construction Manger Fee (2.6%) \$879.00; Total increase in C.M. General Liability Insurance (0.85%) \$285.00; Increase to construction hard cost per C.O. #4 = 0.24%

Funding Source: Bond Funding

Approval/Denial

Ken Larsen, Director of Budget & Finance: Approve Deny
Reason for Denial:

Signature: Ken Larsen Digitally signed by Ken Larsen
DN: cn=Ken Larsen, o=USD 232,
ou=Budget and Finance,
email=klarsen@usd232.org, c=US
Date: 2009.12.29 09:18:54 -0600 **Date:** Tuesday, December 29, 2009

Ron Wimmer, Superintendent of Schools: Approve Deny
Reason for Denial:

Signature: Ron Wimmer Digitally signed by Ron Wimmer
DN: cn=Ron Wimmer, o=USD232,
ou=Superintendent,
email=RWimmer@usd232.org, c=US
Date: 2009.12.29 15:35:19 -0600 **Date:** Tuesday, December 29, 2009

Potential Change Items List {PCI} #32,33,34,35,36,37,38,39,40 - 12/22/09 to become Mill Valley High School Change Order Four - Total proposed CO #4 – \$31,436.00

The Changes shown to the various Contracts have been completed. Items were reviewed and approval by the District Change Order Review Committee, per the Change Order Policy approved by the Board of Education. All items shown are reviewed by members of the Project Team to ensure that the items requested are outside their contractors contractual scope of work and that the quantities and pricing are in line with industry standards for this area. The following is a summary of those items.

PCI - #032 – \$485.00 – Owner Requested – Initiated by Abbey Simons – Responded to by Hollis and Miller Architects – Addition of a marker board in conference room C127

After review of the drawings by district and building district staff it was determined that a marker board would be needed in the SPED area conference room.

PCI - #033 – 2,227.00 – Project Coordination - Initiated by Edwards McDowell Mechanical – Responded to by Hollis and Miller Architect – Change to continuous rail supports in lieu of individual leg supports for mechanical units

Drawings reviews by the roofing and mechanical contractors recommended a continuous rail support system for the rooftop equipment in lieu of the individual leg support system to provide the district with a more weather tight roofing flashing system.

PCI – #034 - \$2,141.00 – Unforeseen Site Conditions – Initiated by M.C. Electrical – Responded to by Henderson Engineers – Miscellaneous electrical repairs and changes during the phase one part of the project

Several conduits and junction boxes were relocated during the site work to accommodate the installation of utilities. Also electrical boxes were installed in the egress hallways per fire department review.

PCI – #035 – (\$3,520.00) – Owner Generated – Initiated by Carroll Seating – Responded to Hollis and Miller Architects – Change in solid surface laminate manufacture

A change was made in the specified solid surface laminate manufacture to achieve a color compatible with the overall color scheme.

PCI – #036 – \$5,124.00 – Owner Generated – Initiated by Pro Circuit – Responded to by Henderson Engineers – Circuits added to technology closets

Review of the construction documents by district staff indicated a need for additional circuits being added at two technology closet locations.

PCI – #037 – \$5,624.00 – Owner Generated – Initiated by Pro Circuit – Responded to by Henderson Engineers – Circuits added at business lab classrooms and an additional panel board to feed circuits.

Circuiting for the business labs was shown on the drawings to accommodate laptop type usage. The district uses CPU units in those applications requiring a higher amperage usage; additional circuits were added to the rooms to accommodate CPU usage.

PCI – #038 – \$4,124.00 – Owner Generated – Initiated by Pro Circuit – Responded to by Henderson Engineers – Additional outlets and circuits added in various locations.

Review of construction drawings by district and building staff required additional outlet in several room locations to accommodate program needs.

PCI – #039 – \$6,786.00 – Owner Generated – Initiated by Pro Circuit – Responded to by Henderson Engineers – Additional technology drops in business labs.

A review of the furniture needs indicated that a less costly furniture solution would be to use standard computer/business tables in lieu of systems furniture. The construction documents had required only junction boxes at these business lab locations. There will be a considerable savings in the furniture cost that will outweigh the additional cost of the technology drops.

PCI – \$040 – \$8,445.00 – Owner Generated – Initiated by Pro Circuit – Responded to by Henderson Engineers – Additional technology drops added in various locations.

Review of construction drawings by district and building staff required additional outlet in several room locations to accommodate program needs.

Denis D. Johnson

Director of Facilities, USD 232

CHANGE ORDER SUMMARY

Distribution to
OWNER
ARCHITECT
CONSTRUCTION MANAGER

PROJECT: Mill Valley High School
Shawnee, KS

CHANGE ORDER NO.: 4

DATE: 12/22/2009

ARCHITECT'S PROJECT NO.:

CONSTRUCTION

MANAGER: J.E. Dunn Construction Co.
1001 Locust
Kansas City, MO 64106

**CONSTRUCTION MANAGER'S
PROJECT NO.:** 10370

This Change Order authorizes work as described in Attachment No. 1. Attachment No. 2 is a summary of the new Contract Sums for all Prime Contracts up to and including this Change Order.

The total of all original Contract Sums was \$15,343,486.00

Net change by previously authorized Change Order Summaries \$70,945.00

The total of all Contract Sums prior to this Change Order was \$15,414,431.00

The Contract Sum will be increased by this Change Order in the amount of \$31,436.00

The total of all Contract Sums, including this Change Order \$15,445,867.00

The Contract Time will be ~~increased~~ ~~decreased~~ unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 7/31/2010.

RECOMMENDED:

J.E. Dunn Construction Company
Construction Manager
1001 Locust, Kansas City, MO 64106

APPROVED:

Hollis & Miller
Architect
8205 W. 108th Terr., Suite 100, Overland Park, KS 66210

BY DATE

BY DATE

AUTHORIZED:

DeSoto Unified School District #232
Owner
8355 Peoria Street, DeSoto, KS 66018-0449

BY DATE

ATTACHMENT 1

Mill Valley High School
JE Dunn Project No. 10370
Change Order Summary No. 4
December 22, 2009

PCI	DESCRIPTION	AMOUNT
32	ASI 049 - Technology Meeting Changes & Added marker board	\$469
33	Add 12 roof top equipment rails to the Chillers per ASI 57.	\$2,153
34	MC Electric TM Tickets Adding boxes in egress hallways per phase 2 drawings, repair conduit and relocate light bollard at SW entrance & repair conduit to existing monument sign	\$2,069
35	ASI 51 - Change solid surfacing manufacturer to achieve a color compatible with the overall color scheme.	(\$3,520)
36	Technology Closet - Electrical per sheet 102A, E106A, T106H as indicated in ASI 49	\$4,955
37	Business Lab changes - Electrical and associated panel boards per sheet E106B, E116A as indicated in ASI 49	\$5,437
38	Misc Electrical - Curriculum related per sheet E101C, E102C&D, E106D&E as indicated in ASI 49	\$3,986
39	Business Lab/ System Furniture - Tech drop per sheet T106A, T112A, T116A as indicated in ASI 49	\$6,559
40	Misc Technology drops - Curriculum related per sheet T101A-F, T102A-I, T103A-C, T106D, T111A-C as indicated in ASI 49.	\$8,164
CM	General Liability	\$285
CM	Fee	\$879
	Change Order Total	\$31,436

Attachment 2

Mill Valley High School
 Contact Summary
 Change Order No. 4
 December 22, 2009
 Job No. 10370

Contractor	Bid Package	Scope of Work	Original Contract Sum		Previous Change Order		Contract Sum		Current Change	
			Contract Sum	Change Order	Contract Sum	Change Order	Prior To This Change	Order Amount	Contract Sum	Contract Sum
J.E. Dunn	01000	General Requirements	1,107,460	(175)	1,107,285		\$285			1,107,570
A T Abatement Services	02120	Demolition	195,320	(539)	194,781		\$0			194,781
Blue Moon Hauling	02330	Earthwork	170,000	18,560	188,560		\$0			188,560
Foundation Service	02465	Aggregate Piers	103,450		103,450		\$0			103,450
O'Donnell Way Construction	02740	Asphalt	149,216	13,110	162,326		\$0			162,326
Hermes Landscaping	02900	Landscaping	70,785		70,785		\$0			70,785
Leavon II Inc.	03330	Concrete	115,075	2,793	117,868		\$0			117,868
Leavon II Inc.	031010	Concrete (2nd Phase)	794,500	559	795,059		\$0			795,059
Stress Cast	03410	Precast Concrete	49,525		49,525		\$0			49,525
Summit Masonry	04210	Masonry	148,715		148,715		\$0			148,715
Summit Masonry	042100	Masonry (2nd Phase)	1,881,300	669	1,881,969		\$0			1,881,969
Builders Steel Company	051000	Structural Steel	104,724	4,465	109,189		\$0			109,189
Doherty Steel	051000	Structural Steel	1,066,426	2,153	1,068,579		\$0			1,068,579
Zimmerman	06199	Carpentry	367,100		367,100		\$0			367,100
DH Restoration	07210	Fluid Applied Air Barrier	84,748		84,748		\$0			84,748
Delta	07410	Sheet Metal & Roofing	906,600		906,600		\$0			906,600
S & W Waterproofing Inc.	07900	Joint Sealants	6,687		6,687		\$0			6,687
DH Restoration	079000	Joint Sealants	62,028		62,028		\$0			62,028
Skyline Construction	08101	Doors & Hardware	182,904	1,733	320,637		\$0			320,637
Midwest Glass & Glazing	08400	Glass & Glazing	318,709	2,595	185,304		\$0			185,304
Enterprise Interiors Inc.	09250	Metal Studs, Drywall, Carpentry	95,800	2,234	98,034		\$0			98,034
E&K of Kansas City	092500	Metal Studs & Drywall	524,267		524,267		\$0			524,267
E&K of Kansas City	09510	Acoustical Ceiling & Wall Panels	185,618		185,618		\$0			185,618
Acme Floor Company Inc.	09640	Wood Flooring	37,320		37,320		\$0			37,320
Acme Floor Company Inc.	096400	Wood Flooring (2nd Phase)	63,414		63,414		\$0			63,414
Desco Coatings	09670	Resinous Flooring	384,796		384,796		\$0			384,796
Artistic Floorcovering	09680	Flooring	204,788		204,788		\$0			204,788
Switzer & Associates Inc.	09900	Painting	18,500		18,500		\$0			18,500
Switzer & Associates Inc.	099000	Painting (2nd Phase)	183,462		183,462		\$0			183,462
Abbey Simons	10100	Visual Display Board	20,649		20,649		\$469			21,118
Abbey Simons	10650	Operable Partitions	6,116		6,116		\$0			6,116
Fellers Fixtures	11400	Food Service Equipment	116,195		116,195		\$0			116,195
Athco LLC	11490	Athletic Equipment	57,720		57,720		\$0			57,720
Carroll Seating	114900	Athletic Equipment	69,750		69,750		\$0			69,750
Carroll Seating	12300	Casework	253,027		253,027		\$0			253,027
Heartland Seating Inc.	12760	Telescoping Bleachers	248,000		248,000		\$0			248,000
Carroll Seating	127600	Telescoping Bleachers	40,980		40,980		(\$3,520)			37,460
Alliance Fire Protection	15300	Fire Protection	240,590		240,590		\$0			240,590
Allistar Plumbing	15400	Plumbing	727,268	2,867	730,135		\$0			730,135
Edwards McDowell	15500	HVAC	2,464,400	(740)	2,463,660		\$2,153			2,465,813
Kincaid Construction Inc.	02500	Site Utilities	193,451	14,470	207,921		\$0			207,921
MC Electric Inc.	160000	Electrical	62,950		62,950		\$2,069			65,019
Pro Circuit	160000	Electrical	870,332	3,845	874,177		\$29,101			903,278
Fee	50000	N/A	386,821	2,346	391,167		\$879			392,046
		Total:	\$ 15,343,486	\$ 70,945	\$ 15,414,431		\$ 31,436			\$ 15,445,867



DAVID MORFORD

PRINCIPAL

CHUCK MAHON

ASSOCIATE PRINCIPAL

STEVE DEGHAND

ATHLETIC DIRECTOR

CINDY CRABTREE

COUNSELOR

CHAD BRECHEISEN

COUNSELOR

MIKE MURPHY

LEARNING COACH

DE SOTO HIGH SCHOOL

HOME OF THE WILDCATS!

35000 W. 91ST STREET

DE SOTO, KANSAS 66018-0469

PHONE: 913-667-6250

FAX: 913-667-6251

December 17, 2009

To: USD 232 Board of Education

From: Steve Deghand

RE: Donation to DHS

As per Board policy, I am requesting approval to accept a donation to the De Soto High School Football Team toward the purchase of a five-man chute with t-boards. Mr. and Mrs. Troy Oberle would like to donate \$750 for the purpose of purchasing these items for the De Soto High School Football Players. This equipment would be used by both middle school and high school football players to improve their speed, explosiveness, and overall pad level. This would certainly be a great asset for our football program. Thank you for the consideration.

Respectfully submitted,

Steve Deghand

Athletic Director



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Joan E. Robbins
Director of Special Services

Date: December 18, 2009
To: Board of Education, USD 232
From: Joan Robbins, Director of Special Services
Re: Recommendation to accept donation

I recommend the Board of Education accept the following donation:

- A \$500.00 donation from the family of a student enrolled in USD 232. The student attends a center based program.

The gift will be used to purchase materials and supplies for the program, such as games, math manipulatives, reading materials, books, and educational toys.



Unified School District 232

De Soto - Shawnee - Lenexa - Olathe
www.usd232.org

Teaching & Learning
Earl Martin

Date: December 15, 2009
To: Board of Education, USD 232
From: Earl Martin, Director Teaching and Learning
Re: Recommendation to accept donation

On behalf of Teaching and Learning Services, I am asking that you approve the acceptance of the following donation to the USD #232.

Hello Beautiful LLC \$50.00

The purpose of this donation is to fund the green room on our Professional Development Day. This money will be used to provide refreshments to all guest speakers in attendance on January 5th, 2011.

The donation will be recorded in Account # 06 E 2212 610 0006 000

HELLO BEAUTIFUL LLC
7310 AMINDA DR. PH. 913-481-9563
SHAWNEE, KS 66227

83-231 2332
1011
0043198859

1342

DATE 12.1.09

PAY TO THE
ORDER OF

Unified School District 232 \$50.00
Fifty 00/100 DOLLARS

M&I Marshall & Ilsley Bank

MEMO

VSD # 232



⑆ 101102315⑆ 00431⑆ 98859⑆ 01342

SECURITY FEATURES
VOIDS ON REMISSION

Security Features
VOIDS ON REMISSION

GILMORE & BELL, P.C.
Bond Resolution v2
January 4, 2010

RESOLUTION

OF

**UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS**

PASSED

JANUARY 11, 2010

\$27,000,000
[TAXABLE] GENERAL OBLIGATION SCHOOL BONDS
[(BUILD AMERICA BONDS – DIRECT PAY)]
SERIES 2010-A

RESOLUTION

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A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$27,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2010-A, OF UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, KANSAS; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Unified School District No. 232, Johnson County, Kansas (the “District”), is a unified school district, duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, pursuant to proceedings duly had under the authority of K.S.A. 72-6761 and K.S.A. 75-2315 *et seq.*, as amended, and an election duly held on November 4, 2008, the following proposition was submitted to the voters:

Shall Unified School District No. 232 (De Soto), Johnson County, Kansas, issue general obligation bonds in an amount not to exceed \$75,000,000 for the purpose of acquiring, constructing, equipping, furnishing, repairing, remodeling or making additions to buildings used for school district purposes including without limitation (a) constructing, furnishing and equipping additions to both high school facilities, (b) constructing furnishing and equipping a new elementary school, (c) providing all necessary and related improvements and (d) paying fees and expenses incidental thereto including interest during construction, all pursuant to the provisions of K.S.A. 10-101 *et seq.*, K.S.A. 25-2018(f), K.S.A. 75-2315 *et seq.* and K.S.A. 72-6761?

WHEREAS, said proposition was approved by a majority of the qualified electors voting thereon, such vote being 8,570 for and 6,806 against; and

WHEREAS, the District has previously issued \$25,000,000 of the bonds authorized at said election; and

WHEREAS, it is hereby found and determined that it is necessary at this time to issue and deliver an additional portion of the bonds authorized at said election in the principal amount of \$27,000,000 for the purpose of paying a portion of the costs of the improvements authorized at said election; and

WHEREAS, the Board of Education has advertised the sale of such bonds in the principal amount of \$27,000,000 in the manner provided by law and has awarded the sale of such bonds to the lowest bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly, has the investment power with respect to such Bonds.

“Bond and interest Fund” means the Bond and Interest Fund of the District for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the District.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Bonds” means the General Obligation School Bonds, Series 2010-A, authorized and issued by the District pursuant to this Resolution.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“Clerk” means the duly appointed and/or elected Clerk of the Board of Education or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Board of Education of the District.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Instructions” means the Continuing Disclosure Instructions in the form attached hereto as **Exhibit B**, as from time to time amended.

“Costs of Issuance” means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code and with the Continuing Disclosure Instructions and all expenses incurred in connection with receiving ratings on the Bonds.

“Dated Date” means January 15, 2010.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the district of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s (presently “Aaa”) or Standard & Poor’s (presently “AAA”).

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency or futures contract, including futures, options and collateralized mortgage obligations.

“District” means Unified School District No. 232, Johnson County, Kansas, and any successors or assigns.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal or the Redemption Price of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The District shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the District to be performed (other than relating to the Continuing Disclosure Instructions), and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Federal Tax Certificate with respect to the Bonds, dated as of the date of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“Fiscal Year” means the twelve month period ending on June 30.

“Funds and Accounts” means funds and accounts created or referred to in **Section 501** hereof.

“Improvements” means acquiring, constructing, equipping, furnishing, repairing, remodeling or making additions to buildings used for school district purposes including without limitation (a) constructing, furnishing and equipping additions to both high school facilities, (b) constructing furnishing and equipping a new elementary school, (c) providing all necessary and related improvements and (d) paying fees and expenses incidental thereto including interest during construction.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2010.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

“Moody’s” means Moody’s Investor’s Service, Inc.

“Notice Address” means with respect to the following entities:

(a) To the District at:

District Offices
35200 West 91st Street
P.O. Box 449
De Soto, Kansas 66018-0449
Attn: Superintendent of Schools

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Attn: Director of Bond Services

(c) To the Purchaser:

(d) To the Rating Agency:

Moody's Investors Service, Inc
99 Church Street
New York, New York 10007

[(e) To the Bond Insurer:

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, New York 10019]

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Resolution, and the Owner of the Bonds, as set forth in the Bond Register, is Cede & Co., the term “Owner” shall be deemed to be the Beneficial Owners of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Treasurer of the State of Kansas, Topeka, Kansas, and any successors and assigns.

“Permitted Investments” means any of the following, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto;

(b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the District's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the District is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's, Inc. or Standard & Poor's; (i) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) any other investments permitted by K.S.A. 10-131, as amended.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"President" means the duly elected and acting President of the Board of Education, or in the President's absence, the duly appointed and/or elected Vice President or Acting President of the Board of Education of the District.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery and plus any premium [and less any discount] as set forth in the bid of the Purchaser.

"Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

"Rebate Fund" means the Rebate Fund for Unified School District No. 232, Johnson County, Kansas, General Obligation School Bonds, Series 2010-A created herein.

"Record Date" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the month preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with **Section 211** hereof.

"Resolution" means this resolution relating to the Bonds.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Treasurer” means the duly appointed and/or elected Treasurer of the Board of Education or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Board of Education of the District.

“2010-A Principal and Interest Account” means the Principal and Interest Account for Unified School District No. 232, Johnson County, Kansas, General Obligation School Bonds, Series 2010-A created herein within the District’s Bond and Interest Fund.

“2010-A Project Account” means the 2010-A Project Account created herein within the District’s Capital Projects Fund.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation School Bonds, Series 2010-A, of the District in the principal amount of \$27,000,000 for the purpose of providing funds to pay a portion of the cost of the Improvements.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denomination of \$5,000 or any integral multiple and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated January 15, 2010, shall become due in the

amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof), and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2011	\$720,000		2024	\$1,050,000	
2012	730,000		2025	1,090,000	
2013	745,000		2026	1,135,000	
2014	760,000		2027	1,185,000	
2015	780,000		2028	1,235,000	
2016	800,000		2029	1,290,000	
2017	820,000		2030	1,350,000	
2018	850,000		2031	1,410,000	
2019	875,000		2032	1,475,000	
2020	905,000		2033	1,545,000	
2021	940,000		2034	1,620,000	
2022	975,000		2035	1,705,000	
2023	1,010,000				

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be typed or printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The President and Clerk of the District are hereby authorized and empowered to execute on behalf of the District an agreement with the Bond Registrar and Paying Agent for the Bonds.

The District will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of or Redemption Price and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, by check, draft or electronic transfer (as provided in the next paragraph for the payment of interest) upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar and signed by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The District covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature

satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The District shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The District and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the District of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The District and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the District by the manual or facsimile signature of the President, countersigned by the manual or facsimile signature of the Treasurer, attested by the manual or facsimile signature of the Clerk and the seal of the District shall be affixed thereto or imprinted thereon. The President, Treasurer and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the District affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of

such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by the Bond Registrar or an authorized representative of the Bond Registrar, but it shall not be necessary that the same representative of the Bond Registrar sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the District or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the District and the Bond Registrar such security or indemnity as may be required by the Bond Registrar, then, in the absence of notice to the District or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the District shall execute and the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Bond Registrar, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the District may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the District, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the District.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement prepared in connection with the Bonds, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the District hereby deems the information regarding the District contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the District are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or

execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The President is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in subsection (b).

(b) (1) If the District determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the District, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by

the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the District, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds and shall not be responsible for any investigation to determine the Beneficial Owners. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the District.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the District may appoint a successor Securities Depository provided the Bond Registrar and the District receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the District, Bonds or portions thereof maturing on September 1, 2020, and thereafter may be called for redemption and payment prior to their Stated Maturity on March 1, 2020, and at any time thereafter, in whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the District), at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

[In addition to the foregoing optional redemption provisions, the Bonds will be subject to optional prepayment at any time, as a whole, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption, in the event that (1) a material adverse change has occurred to Section 54AA or 6431 of the Internal Revenue Code of 1986 (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009, pertaining to “Build America Bonds”) pursuant to which the District’s Build America Bond Interest Subsidy Payment from the United States Treasury is reduced or eliminated, or (2) substantial new condition(s) are placed on the receipt by the District of such Build America Bond Interest Subsidy Payment and such condition(s) are unacceptable to the District.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the District desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the District specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the District in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the District not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the requirements for notices to the Owners set forth in this **Section 303** are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The District and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

With respect to any notice given pursuant to this **Section 303**, the failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the District defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing, the District shall provide such notice of redemption as is required by the Continuing Disclosure Instructions. The Bond Registrar and Paying Agent are also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as

to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. The Board of Education of the District shall annually make provision for the payment of principal of and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the District in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the District are levied and collected. The proceeds derived from said taxes shall be deposited in the 2010-A Principal and Interest Account, shall be kept separate and apart from all other funds of the District and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the District and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the District the following funds and accounts:

- (a) In the District's Capital Projects Fund, the "2010-A Project Account;"
- (b) In the District's Bond and Interest Fund, the "Principal and Interest Account for Unified School District No. 232, Johnson County, Kansas, General Obligation School Bonds, Series 2010-A" (the "2010-A Principal and Interest Account"); and
- (c) The "Rebate Fund for Unified School District No. 232, Johnson County, Kansas, General Obligation School Bonds, Series 2010-A" (the "Rebate Fund").

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

Section 502. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery thereof, shall be applied or deposited as follows:

- (a) In the 2010-A Principal and Interest Account, a sum equal to the accrued interest received in payment for the Bonds.
- (b) In the 2010-A Project Account, all remaining proceeds of the Bonds.

Section 503. Withdrawals from the 2010-A Project Account. The Treasurer shall make withdrawals from the 2010-A Project Account solely for the purpose of (a) paying costs and expenses of the Improvements, including the Costs of Issuance; (b) paying interest on the Bonds during construction of the Improvements; and (c) transferring any amounts to the Rebate Fund as may be required by **Section 509** hereof. Such withdrawals shall be made only on due authorization by the Board of Education.

Section 504. Surplus in the 2010-A Project Account. All moneys remaining in the 2010-A Project Account after the completion of the Improvements, as determined by the Board of Education, shall be transferred immediately to the 2010-A Principal and Interest Account and applied to the next installment of interest due on the Bonds.

Section 505. Application of Moneys in 2010-A Principal and Interest Account. All amounts paid and credited to the 2010-A Principal and Interest Account shall be expended and used by the District for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent; provided, however, that proceeds of the Bonds (other than accrued interest) deposited into said account pursuant to **Section 502(a)** hereof and interest earned on investment of moneys in the 2010-A Project Account that are deposited into said Account pursuant to **Section 506** hereof shall be used solely to pay interest on the Bonds. The Treasurer is authorized and directed to withdraw from the 2010-A Principal and Interest Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in such manner and at such times as are agreed to by the District and the Paying Agent. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the District. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the 2010-A Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the District.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in a bank or banks or federal or state chartered savings and loan association(s) with home offices located in the District, which are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

Moneys held in the Funds and Accounts may be invested by the District in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Permitted Investment held in any fund or account shall accrue to and become a part of such fund or account; provided, however, that interest earned on investments of moneys held in the Project Account may, at the direction of the Board of Education, be paid and credited to the 2010-A Principal and Interest

Account and used to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

The staff of the District is hereby authorized to receive bids for the investment of the Bond proceeds for the time prior to when the proceeds will be needed by the District. The President is hereby authorized to execute and deliver on behalf of the District any and all agreements and instruments relating to the investment of the Bond proceeds. The President, Clerk, Treasurer and other officials of the District are hereby further authorized and directed to execute any and all other documents and take such actions as they shall deem necessary to carry out the investment of the Bond proceeds, and the taking of such action shall be conclusive evidence of such necessity.

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the District to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the District the funds, without liability for interest thereon, theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District, and the Owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 508. Payments Due on Saturdays, Sundays, and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 509. Application of Moneys in the Rebate Fund.

- (a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the District nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.
- (b) The District shall periodically determine the rebatable arbitrage under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the District shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be released to the District.

- (c) Notwithstanding any other provision of this Resolution, including in particular **Article VII** hereof, the obligation to pay rebatable arbitrage to the United States and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.
- (d) The Federal Tax Certificate may be amended or replaced in accordance with the provisions thereof.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Resolution, including the covenants and agreements herein contained, shall constitute a contract between the District and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the District and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the District, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the District contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed

expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the District and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the District's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or a commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the District has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the District has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or such commercial bank or trust company by or on behalf of the District, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or such bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.

(a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the District, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The District will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and

with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Federal Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Federal Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The District covenants and agrees that it has not and will not use any portion of the proceeds of the Temporary Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 of the Code.

(e) The District will not enter into or renew any “management contract” (defined below) with any person, other than a governmental unit, without first obtaining an opinion of Bond counsel that such management contract will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The term “management contract” is defined in Regulation §1.141-3(b) of the Code as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Improvements, such as a contract to manage the entire Improvements or a portion of the Improvements. Contracts for services that are solely incidental to the primary governmental function of the Improvements (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as management contracts.

(f) Other than pursuant to part (d) above, the District will not enter into or renew a lease of all or any portion of the Improvements (disregarding portions used by members of the general public who occupy such Improvements on a short-term basis in the ordinary course of the District’s business) with any tenant that is not a governmental unit, without first obtaining an opinion of Bond Counsel that such lease will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

[(g) The District hereby covenants and agrees that it will comply with all applicable provisions of the Code necessary to maintain the election made in **Section 803** hereof that the Bonds will qualify as Build America Bonds and it will not use or permit the use of any proceeds of the Bonds or any other funds of the District, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely effect such election.]

Section 802. Rebate Covenant. The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Federal Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Federal Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income

for federal income tax purposes of interest on the Bonds [the qualification of the Bonds as Build America Bonds].

[Section 803. Election of Bonds as Build America Bonds. The District hereby irrevocably elects under Code § 54AA(d) to treat the Bonds as “Build America Bonds” and elects under Code § 54AA(g)(2) to treat the Bonds as “qualified bonds,” eligible for interest subsidy payments from the United States. In addition, the District hereby represents that:

- (a) The Bonds are “Build America Bonds” as defined in Code § 54AA(d);
- (b) The Bonds will be issued prior to January 1, 2011; and
- (c) One-hundred percent of the sale proceeds of the Bonds, less not more than 2% of sale proceeds used to pay Costs of Issuance, plus investment proceeds on those proceeds, will be used for capital expenditures on the Improvements.

The President and/or Treasurer are hereby authorized to take such other action as may be necessary to make effective the election contained in this Section.]

Section 804. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The District hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Continuing Disclosure Instructions) to provide and disseminate such information as is required by Rule 15c2-12 (as defined in the Continuing Disclosure Instructions) and is further set forth in the Continuing Disclosure Instructions. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the District fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the District. In the event the District does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy as the Purchaser and/or any such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the District under such preceding section. Failure to comply with the Instructions will not constitute a default or an event of default under this Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the District will cause an audit to be made of its Funds and Accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the Board of Education of the District shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the District shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the District and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the District with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the District is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the Board of Education of the District at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the District may amend or supplement this Resolution for any one or more of the following purposes: (i) curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Owners; (ii) conferring upon the Owners any additional rights, remedies, powers or authority that may be granted to or conferred upon the Owners; (iii) conforming the Resolution to the Code or future applicable federal law or regulations concerning tax-exempt obligations [taxable Build America Bonds]; or (iv) making any other change which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Board of Education of the District amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the District hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The District shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the District and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the District shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the District.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The District, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to

the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the District, including the President, Clerk and Treasurer, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 1008. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

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Section 1009. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the Board of Education of the District.

PASSED by the Board of Education of the District on January 11, 2010.

(SEAL)

President

ATTEST:

Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of Unified School District No. 232, Johnson County, Kansas, passed by the Board of Education on January 11, 2010 as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: January 11, 2010.

(SEAL)

Clerk

**EXHIBIT A
(FORM OF BONDS)**

**EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (DESCRIBED
HEREIN), THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN
PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY
(DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY
OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

**UNITED STATES OF AMERICA
STATE OF KANSAS
UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS
[TAXABLE] GENERAL OBLIGATION SCHOOL BONDS
[(BUILD AMERICA BONDS – DIRECT PAY)]
SERIES 2010-A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
	September 1, ____	January 15, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That Unified School District No. 232, Johnson County, in the State of Kansas (the “District”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2010 (the “Interest Payment Dates”), until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof by check, draft, or electronic transfer (as hereinafter provided for the payment of interest), upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or, in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic

transfer to such Owner upon written notice given to the Bond Registrar and signed by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the District designated “[Taxable] General Obligation School Bonds [(Build America Bonds – Direct Pay)], Series 2010-A,” aggregating the principal amount of \$27,000,000 (the “Bonds”) issued for the purposes set forth in the Resolution of the District authorizing the issuance of the Bonds (the “Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-132, inclusive, K.S.A. 72-6761, K.S.A. 75-2315 et. seq., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds constitute general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

At the option of the District, Bonds or portions thereof maturing on September 1, 2020, and thereafter, may be called for redemption and payment prior to maturity on March 1, 2020, and at any time thereafter, in whole or in part (selection of maturities and the amount of the Bonds of each maturity to be redeemed to be determined by the District), at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the date of redemption.

[In addition to the foregoing optional redemption provisions, the Bonds will be subject to optional prepayment at any time, as a whole, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption, in the event that (1) a material adverse change has occurred to Section 54AA or 6431 of the Internal Revenue Code of 1986 (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009, pertaining to “Build America Bonds”) pursuant to which the District’s Build America Bond Interest Subsidy Payment from the United States Treasury is reduced or eliminated, or (2) substantial new condition(s) are placed on the receipt by the District of such Build America Bond Interest Subsidy Payment and such condition(s) are unacceptable to the District.]

Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such Bond as though it were a separate Bond in the denomination of \$5,000.

If any Bonds are called for redemption and payment prior to maturity, the District shall cause the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Original Purchaser of the Bonds and to the registered owners of said Bonds to be redeemed, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after

such date (unless the District defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The District, the Bond Registrar and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfers of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The District, the Bond Registrar and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the District, the Bond Registrar and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms provided in the Resolution.

The District and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is transferable by the registered owner hereof in person or by the registered owner's agent duly authorized in writing, at the office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Bond. The District shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the District, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be executed by the manual or facsimile signature of its President, countersigned by the manual or facsimile signature of its Treasurer and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS**

By _____
President

ATTEST:

By _____
Clerk

COUNTERSIGNED:

By _____
Treasurer

(SEAL)

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of Unified School District No. 232, Johnson County, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of January 11, 2010.

WITNESS my hand and official seal.

(SEAL)

Clerk

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of a series of General Obligation School Bonds, Series 2010-A, of Unified School District No. 232, Johnson County, Kansas, described in the within-mentioned Resolution.

Registration Date: _____

**OFFICE OF THE STATE TREASURER,
TOPEKA, KANSAS,**
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

DENNIS MCKINNEY, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in his office, and that this Bond was registered in his office according to law on _____.

WITNESS my hand and official seal.

(SEAL)

Treasurer of the State of Kansas

By _____
Assistant State Treasurer

[STATEMENT OF INSURANCE

Assured Guaranty Corp. (“Assured Guaranty”), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the “Policy”) with respect to the scheduled payments of principal of and interest on this Bond to Treasurer of the State of Kansas, Topeka, Kansas, as paying agent on behalf of the holders of the Bonds (the “Paying Agent”). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from Assured Guaranty or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of Assured Guaranty as more fully set forth in the Policy.]

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____.

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____
[Name of Eligible Guarantor Institution as
defined by SEC Rule 17ad-15 (12CFR 240.17
Ad-15) or any similar rule which the Bond
Registrar deems applicable]

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

EXHIBIT B
CONTINUING DISCLOSURE INSTRUCTIONS

\$27,000,000
UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS (DE SOTO)
[TAXABLE] GENERAL OBLIGATION SCHOOL BONDS
[(BUILD AMERICA BONDS – DIRECT PAY)]
SERIES 2010-A
DATED JANUARY 15, 2010

THESE CONTINUING DISCLOSURE INSTRUCTIONS (the “Disclosure Instructions”) are executed and delivered by the Issuer in connection with the issuance of the above-described bonds (the “Bonds”) which are being issued simultaneously herewith as of January 28, 2010, pursuant to the Bond Resolution, in which the Issuer covenants to enter into this undertaking to provide certain financial and other information with respect to the Bonds in order to assist the Participating Underwriter in complying with the provisions of the SEC Rule. The Issuer is the only “obligated person” with responsibility for continuing disclosure with respect to the Bonds.

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in these Disclosure Instructions, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of these Disclosure Instructions.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Resolution**” means the resolution of the governing body of the Issuer authorizing the issuance of the Bonds.

“**Designated Agent**” means Gilmore & Bell, P.C. or one or more other entities designated in writing by the Issuer to serve as a designated agent of the Issuer for purposes of these Disclosure Instructions.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to these Disclosure Instructions and which has filed with the Issuer a written acceptance of such designation substantially in the form attached hereto as **Exhibit B**.

“**District**” means Unified School District No. 232, Johnson County, Kansas.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

“**Financial Information**” means the financial information of the Issuer described in *Section 2(a)(1)* hereof.

“**Fiscal Year**” means the one year period ending June 30, or such other date or dates as may be adopted by the Issuer for its general accounting purposes.

“**Issuer**” means the District and any successors or assigns.

“**Material Events**” means any of the events listed in *Section 3(a)* hereof.

“**MSRB**” means the Municipal Securities Rulemaking Board.

“**Official Statement**” means the Issuer’s Official Statement for the Bonds.

“**Operating Data**” means the operating data of the Issuer described in *Section 2(a)(2)* hereof.

“**Participating Underwriter**” means any of the original underwriters of the Bonds required to comply with the SEC Rule in connection with offering of the Bonds.

“**Repository**” means the MSRB via EMMA.

“**SEC**” means the Securities and Exchange Commission of the United States.

“**SEC Rule**” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ended in 2010, provide to the Repository, the Issuer’s Financial Information and Operating Data (jointly, the “Annual Report”), as follows:

(1) **Financial Information.** The financial statements of the Issuer for such prior Fiscal Year, accompanied by an audit report resulting from an audit conducted by an Independent Accountant in conformity with generally accepted auditing standards. Such financial statements will be prepared on a basis of accounting other than GAAP which demonstrates compliance with the State’s “cash-basis” and “budget” laws. The Issuer has received a waiver from GAAP accounting from the State. A more detailed explanation of the accounting basis is contained in *Appendix A* to the Official Statement. If such audit report is not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements and the audit report and accompanying financial statements shall be filed in the same manner as the Annual Report promptly after they become available. The method of preparation and basis of accounting of the Financial Information may not be changed to a basis less comprehensive than contained in the Official Statement, unless the Issuer provides notice of such change in the same manner as for a Material Event under *Section 3(b)* hereof.

(2) **Operating Data.** Updates as of the end of the Fiscal Year of substantially all of the information and data contained in those sections of the Official Statement entitled “DEBT STRUCTURE OF THE DISTRICT” and “FINANCIAL INFORMATION CONCERNING THE DISTRICT.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the SEC Rule), which have been filed with the Repository, the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the MSRB via EMMA. The Issuer shall clearly identify each such other document so included by reference. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; *provided* that the audit report and accompanying financial statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under *Section 3(b)*.

b) If no Dissemination Agent has been appointed, the Issuer shall file the Annual Report as specified by *Section 2(a)* hereof; or if the Annual Report is not filed within the time period specified in *Section 2(a)* hereof, the Issuer shall send a notice to each Repository in substantially the form attached as *Exhibit A*.

Section 3. Reporting of Material Events.

(a) Pursuant to the provisions of this Section, the Issuer shall give, or cause the Dissemination Agent, if any, to give, notice of the occurrence of any of the following events with respect to the Bonds, if the Issuer deems such events to be material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of bondowners;
- (8) optional, contingent or unscheduled bond calls;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds; or

(11) rating changes.

(b) Such notice shall be given by promptly filing a notice of such occurrence with the Repository. Notwithstanding the foregoing, notice of Material Events described in *subsections (a)(8) and (9)* need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

Section 4. Dissemination Agent.

(a) *General.* The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under these Disclosure Instructions, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

(b) *Annual Reports.* If a Dissemination Agent is appointed, not later than 15 Business Days prior to the date specified in *Section 2(a)* for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent or the Repository. The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to these Disclosure Instructions, stating the date it was provided, or that the Issuer has certified to the Dissemination Agent that the Issuer has provided the Annual Report to the Repository. If the Dissemination Agent has not received an Annual Report or has not received a written notice from the Issuer that it has provided an Annual Report to the Repository, by the date required in *Section 2(a)*, the Dissemination Agent shall send a notice to the Repository in substantially the form attached as *Exhibit A*.

(c) *Material Event Notices.*

(1) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the chief financial officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to *Section 4(c)(3)*.

(2) The Issuer will promptly respond in writing to any such request. Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to this *subsection (c)* or otherwise, the Issuer shall promptly determine if such event would be material under applicable federal securities law. If the Issuer has determined that knowledge of the occurrence of a Material Event would be material under applicable federal securities law, the Issuer shall promptly so notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to *Section 4(c)(3)*. If the Issuer has determined that knowledge of a Material Event would not be material under federal securities law, the Issuer shall promptly so notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent not to report the occurrence pursuant to *Section 4(c)(3)*.

(3) If the Dissemination Agent has been given written instructions by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall

promptly file a notice of such occurrence with the Repository, with copies to the Issuer. Notwithstanding the foregoing, notice of Material Events described in *Sections 3(a)(9)* and *(9)* need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

(d) *Duties, Immunities and Liabilities of Dissemination Agent.* The Dissemination Agent shall have only such duties as are specifically set forth in these Disclosure Instructions, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to these Disclosure Instructions.

(e) *Other Designated Agents.* The Issuer may, from time to time, appoint or designate a Designated Agent to submit Annual Reports, Material Event notices, and other notices or reports pursuant to these Disclosure Instructions. The Issuer hereby appoints the Dissemination Agent and the Designated Agent(s) solely for the purpose of submitting Issuer-approved Annual Reports, Material Event notices, and other notices or reports pursuant to these Disclosure Instructions. The Issuer may revoke this designation at any time upon written notice to the Designated Agent.

Section 5. *Termination of Reporting Obligation.* The Issuer's obligations under these Disclosure Instructions shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations hereunder are assumed in full by some other entity as permitted in the Bond Resolution, such person shall be responsible for compliance with under these Disclosure Instructions in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under *Section 3(b)*.

Section 6. *Amendment; Waiver.* Notwithstanding any other provision of these Disclosure Instructions, the Issuer and the Dissemination Agent, if any, may amend of these Disclosure Instructions (and the Dissemination Agent shall not unreasonably refuse to execute any amendment so requested by the Issuer) and any provision of these Disclosure Instructions may be waived, provided that: (a) Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent, if any, with its opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the SEC Rule and all current amendments thereto and interpretations thereof that are applicable to of these Disclosure Instructions; (b) if the amendment or waiver relates to *Sections 2(a)* or *3(a)*, it may only be made in connection with a change in circumstances that arises from a change in law or legal requirements, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; and (c) the amendment or waiver is either (1) approved by the Owners of the Bonds in the same manner as provided in the Bond Resolution with consent of the Owners, or (2) does not in the opinion of Bond Counsel materially impair the interests of the Owners or Beneficial Owners of the Bonds.

If there is an amendment or waiver of a provision of these Disclosure Instructions, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of Financial Information or Operating Data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (a) notice of such change shall be given in the same manner as for a Material Event under *Section 3(b)*, and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in these Disclosure Instructions shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in these Disclosure Instructions or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by these Disclosure Instructions. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by these Disclosure Instructions, the Issuer shall have no obligation under these Disclosure Instructions to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Noncompliance. In the event of a failure of the Issuer or the Dissemination Agent, if any, to comply with any provision of these Disclosure Instructions, the Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, if any, as the case may be, to comply with its obligations under these Disclosure Instructions. Noncompliance with the provisions of these Disclosure Instructions shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under these Disclosure Instructions in the event of any failure of the Issuer or the Dissemination Agent, if any, to comply with these Disclosure Instructions shall be an action to compel performance.

Section 9. Notices. Any notices or communications to or among any of the parties referenced in these Disclosure Instructions may be given as follows:

(a) To the Issuer at:

35200 West 91st Street, P.O. Box 449
De Soto, Kansas 66018-0449

(b) To the Participating Underwriter at:

or such other address as is furnished in writing to the other parties referenced herein.

(c) To the Dissemination Agent at the address set forth on *Exhibit B* attached hereto.

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 10. Electronic Transactions. Actions taken hereunder and the arrangement described herein may be conducted and related documents may be stored by electronic means.

Section 11. Beneficiaries. These Disclosure Instructions shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, the Participating Underwriter and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in these Disclosure Instructions, the Bond Resolution or the Bonds relating hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Governing Law. These Disclosure Instructions shall be governed by and construed in accordance with the laws of the State of Kansas.

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**UNIFIED SCHOOL DISTRICT NO. 232.
JOHNSON COUNTY, KANSAS
(DE SOTO)**

(SEAL)

President

Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Unified School District No. 232, Johnson County, Kansas (De Soto)
Name of Bond Issue: \$27,000,000 General Obligation School Bonds, Series 2010-A, dated as of January 15, 2010
Name of Obligated Person: Unified School District No. 232, Johnson County, Kansas (De Soto)
Date of Issuance: January 28, 2010

NOTICE IS GIVEN that Unified School District No. 232, Johnson County, Kansas (De Soto) (the “Issuer”) has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Instructions dated as of January 28, 2010. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

**UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS (DE SOTO)**

By _____

By _____, as
Dissemination Agent

cc: Unified School District No. 232, Johnson County, Kansas (De Soto)

EXHIBIT B

ACCEPTANCE OF DISSEMINATION AGENT

Name of Issuer: **UNIFIED SCHOOL DISTRICT NO. 232,
JOHNSON COUNTY, KANSAS (DE SOTO)**

Name of Bond Issue: \$27,000,000 General Obligation School Bonds, Series 2010-A, dated as of
January 15, 2010

Dissemination Agent:

Notice Address of Dissemination Agent:

_____, having been duly appointed by Unified School District No. 232,
Johnson County, Kansas (De Soto) to act in the capacity of Dissemination Agent pursuant to the Continuing
Disclosure Instructions to which this acceptance is attached, accepts such duties and responsibilities set forth
therein.

Dated: _____



Unified School District 232

8355 Peoria Street
De Soto, Kansas 66018
Phone: 913/667-6220
FAX: 913/667-6221
e-mail: denisj@usd232.org

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Denis D. Johnson
Director of Facilities

Date: December 29, 2009
To: Board of Education, USD 232
From: Denis D. Johnson
Director of Facilities, USD 232
Re: Capital Outlay Expenditure Recommendation for 2010

On the attached documents is an update of the “District Long Range Capital Outlay Plan” as it pertains to district facilities. The document is a projection of projects needed thru 2010/11 school year. The sheets depict:

- **Building** – What building the project is requested for
- **Project** – Statement of what the project is
- **Maintenance** – Cost estimates for projects that are necessary for the upkeep of the facility
- **Requested Projects** – Cost estimates for projects that have been requested or recommended that would improve the facility or a particular district program
- **Project Description** – Provides a brief description of the project

The chart below shows what USD 232 currently has in capital outlay reserve and what the projected revenues and expenditures will be. (Prepared by Ken Larsen, Director of Budget and Finance.)

CAPITAL OUTLAY PROJECTIONS

	08-09	09-10	10-11	11-12	12-13
Cash Carry Over From Prior Yr	\$ 10,904,093	\$ 10,210,206	\$ 9,253,333	\$ 8,285,603	\$ 7,332,438
Ad Valorem Tax	\$ 1,801,552	\$ 1,484,014	\$ 1,498,251	\$ 1,529,816	\$ 1,562,013
Motor Vehicle Taxes	\$ 165,761	\$ 173,094	\$ 170,000	\$ 170,000	\$ 170,000
Interest	\$ 121,004	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000
Reimbursements	\$ 25,348	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
St of Ks - State Aid	\$ 232,991				
TOTAL REVENUE =	\$ 13,250,749	\$ 11,911,314	\$ 10,955,584	\$ 10,019,419	\$ 9,098,451
Technology Allocation =	\$ 2,992,900	\$ 3,655,175	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Technology Expenditures =	\$ (119,037)				
Technology Balance =	\$ 2,873,863	\$ 3,655,175	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Facility Allocation =	\$ 10,257,849	\$ 8,256,139	\$ 6,955,584	\$ 6,019,419	\$ 5,098,451
Facility Expenditures =	\$ (2,921,506)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)
Maint. & Grounds Salaries =		\$ (782,981)	\$ (782,981)	\$ (782,981)	\$ (782,981)
Contracted Services (Copy Machines, Mowing, etc) =		\$ (270,000)	\$ (270,000)	\$ (270,000)	\$ (270,000)
General Ongoing Maintenance =		\$ (405,000)	\$ (417,000)	\$ (434,000)	\$ (450,000)
Building Allocations =		\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)
Facility Balance =	\$ 7,336,343	\$ 5,598,158	\$ 4,285,603	\$ 3,332,438	\$ 2,395,470
Unencumbered Cash Balance at End of Year =	\$ 10,210,206	\$ 9,253,333	\$ 8,285,603	\$ 7,332,438	\$ 6,395,470
Est. Assessed Valuation =	\$ 390,656,256	\$390,656,256	\$ 394,562,819	\$402,454,075	\$ 410,503,157
		0.00%	1.00%	2.00%	2.00%

I request approval from the Board of Education to proceed with the projects listed as “Maintenance” in the Capital Outlay 2010/11 plan totaling \$1,057,000.00. Of that amount \$557,000 is for the projects listed for Maintenance and the remaining \$500,000.00 to be held in reserve for anticipated future HVAC replacements at DHS, MTMS and DSC. I also request that the Board of Education review the projects listed as “Requested Projects” in the Capital Outlay 2010/11 plan and approve those projects they would like to move forward with.

Major Maintenance Capital Outlay Projects 2010/11 December 29, 2009 Prepared by Denis D. Johnson - Director of Facilities USD 232

<u>Building</u>	<u>Project Description</u>	<u>Maintenance</u>	<u>Project Description</u>
CSLC	Replace doors and hardware	\$50,000.00	Existing doors and hardware are 50 years old and in rough condition
DHS/LTMS	Additional Lockers for Field House	\$22,000.00	Additional lockers are needed for increased numbers in football program at high school level
DHS/MTMS/DSC	Reserve/Replacement of Rooftop HVAC	\$500,000.00	See note #1 below
DHS	Furniture Replacement	\$25,000.00	Student desk and chairs are on a staged schedule for replacement due to deteriorated condition
DHS	Resurface and Paint Parking Lots	\$50,000.00	All district buildings are on a seven year schedule for parking lot sealing and painting
MTMS	Sound Panels in the Gym	\$10,000.00	Sound panels needed to help with the acoustics in the gym
MVHS/MTMS	Repair and Resurface Parking Lots	\$210,000.00	Repairs and resurfacing of MTMS and MVHS parking lots due to both construction and normal traffic activity
District Wide	Curb and Sidewalk Replacement	\$110,000.00	Sections of curb and sidewalk are in need of replacement at buildings across the district, (see attached document)
Vehicle Rep.	Grounds Department Skid-Steer	\$40,000.00	New Equipment - There is a need for a larger type skid-steer and ability to have equipment on both sides of the district
Vehicle Rep.	Replacement of School Vans	\$40,000.00	Vans replaced on a ten year cycle
Total Expected Expenditures		\$1,057,000.00	

Moving forward with the projects listed totaling \$1,057,000.00, and \$500,000.00 of that amount being held in reserve for DHS/MTMS/DSC HVAC replacement, would leave a Facility Balance as shown in the Capital Outlay Projection Sheet prepared by Ken Larsen of **\$4,285,603.00**.

#1 - Consideration should be given to MTMS and DHS and Service Center rooftop heating and cooling units, which are fifteen years old. Typically units are in need of replacement between 15 and 20 years of age. Repair cost and unit efficiency are evaluated yearly to determine when it is cost effective to recommend replacement. This year we do not anticipate any units needing replacement Keeping funds in reserve for possible unit replacement over the next five years is recommended.

Requested Major Capital Outlay Projects 2010/11 December 29, 2009 Prepared by Denis D. Johnson - Director of Facilities USD 232

<u>Building</u>	<u>Project Description</u>	<u>Requested Projects</u>	<u>Project Description</u>
ADC	Entrance Canopy	\$30,000.00	Construct a short canopy at each entrance to shield people from the weather as they enter
DHS	8 Lane Track	\$300,000.00	Convert current 6 lane track to a an 8 lane track
DHS	Football Field Synthetic Turf	\$800,000.00	Converting the football field from a grass turf field to synthetic turf
DHS	Expand Bleachers	\$500,000.00	Expand seating to 3000, change the home bleachers to the west side with press box to view both football and soccer fields
HE	Canopies	\$45,000.00	Add canopies at the south exits from the building and the west exit to protect students from the weather during student dismissal
PRE	Canopies	\$25,000.00	Extend the existing canopy to the drive to protect students from weather during dismissal
RE	Classroom Addition	\$1,500,000.00	Four classroom addition to accommodate programs and class's over four sections current projections do not show a need for the expansion for the next two years
MTMS	Band Room Addition	\$1,500,000.00	Construction of new band room and renovation of existing band and choir area
MVHS	Football Field Synthetic Turf	\$800,000.00	Converting the football field from a grass turf field to synthetic turf
3&2 Complex	Synthetic Turf for Baseball Infields	\$550,000.00	Converting the two baseball infields from turf fields to synthetic turf
3&2 Complex	Stadium Bleacher for all four fields	\$1,200,000.00	Installation of stadium style bleacher for the two baseball and two softball fields at 3&2
Total Expected Expenditures		\$7,220,000.00	

As shown on the Capital Outlay Projections Sheet prepared by Ken Larsen, if Maintenance Capital Outlay items are approved there is approximately **\$4,285,000.00** remaining in the "Facility Balance" line, that the Board of Education could consider for further Capital Outlay expenditures. I would like to point out that with the current mill levy and expenditure projections, as shown on the Capital Outlay Projections Sheet, that amount is decreasing by approximately \$1,000,000.00 per year.



Unified School District 232

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Jeff Mildner
Director of Technology

Date: December 14, 2009
To: Board of Education, USD 232
From: Jeff Mildner
Re: Request Action for Purchase of New Data Center Hardware and Related Services
Funding Source: Remaining 2002 Bond Dollars and Technology Capital Outlay

USD 232 is on its final year of support on HP hardware in the data center. The technology department has assessed hardware and support from HP, IBM, Cisco and Dell and recommends moving forward with Dell. It is the goal of the technology department to move forward with server consolidation and virtualization. The aspects of this plan compared to our current data center setup are as follows:

1. Our current hardware will no longer be supported after June 30, 2010
 2. 280 current servers will be consolidated down to 64 servers in a virtual environment
 3. Through consolidation and virtualization the district will realize tremendous electrical savings
 - a. Fewer physical servers using power
 - b. Significant reduction in heating/cooling as fewer servers create less heat
 - c. Servers can be powered down nightly further reducing costs
 4. Expand data storage for students and staff, especially their H: Drive
 - a. K-5 to 500MB which is nearly double current allocation
 - b. 6-8 to 1GB which is more than triple current allocation
 - c. 9-12 to 2GB which is more than six times current allocation
 - d. Staff to 2GB which is four times current allocation
- *Easily expandable for future growth
5. Creation of a true off-site back-up model for disaster recovery
 6. Dell Tier 2 reimbursement

Direct cost comparison:

1. Initial hardware purchase
 - a. HP with 3yr warranty \$2,032,478.90 (Additional \$340,000.00 support last 3yrs)
 - b. Dell with 5yr warranty \$820,569.00
2. Services related to hardware installation and configuration
 - a. Original data center setup was \$147,600.00
 - b. Related Dell/Citrix XenServer setup will be \$105,000.00
3. Total cost
 - a. Original data center hardware build and configuration \$2,180,078.90
 - b. Dell hardware build and configuration \$926,569.00

Purchase options:

1. Full purchase (see attached quote)
2. 3, 4, or 5 year lease to purchase options

DeSoto School District Consolidation Project



Quantity	Description	Unit Price	Extension	Quote #
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Blade Chassis1

4	M1000e	\$16,188.00	\$64,752.00	514751293
	Redundant Power	<i>included</i>		
	Flex Addressing	<i>included</i>		
	Redundant Chassis Management Controllers	<i>included</i>		
	Intergrated KVM/Intergrated Dell Remote Access Cards	<i>included</i>		
	Power cables and PDUs/208v single phase	<i>included</i>		
	Stacking modules and cables	<i>included</i>		
	OpenManage Tools	<i>included</i>		
	Altiris Deployment Solution for up to 16 servers	<i>included</i>		
	Rapid Rails	<i>included</i>		
	5 years 4-hour mission critical support	<i>included</i>		

Xen Servers 48GB

64	PowerEdge M610	\$7,508.87	\$480,567.68	514751293
	qty 2 5570 Procs	<i>included</i>		
	48GB RAM 1333MHz (12x4GB)	<i>included</i>		
	2x73GB 15K Drives	<i>included</i>		
	8 1GB Interfaces	<i>included</i>		
	5 years 4-hour Mission Critical Support	<i>included</i>		

Blade Switching

8	PowerConnect M6348 Switches with	\$5,054.40	\$40,435.20	515731260
2	3m stacking cable	\$112.49	\$224.98	
	5 years 4-hour mission critical support	<i>included</i>		
16	PowerConnect M6220 with Stacking	\$5,136.99	\$82,191.84	511117210
4	3m stacking cable	\$99.99	\$399.96	
	5 years 4-hour mission critical support	<i>included</i>		

Equallogic Storage (RAID 50 - 6.2TB usable/array)

2	PS6000XV, 15K Drives, 9.6TB Raw	\$57,889.08	\$115,778.16	514746920
	Onsite Installation and configuration	<i>included</i>		
	5 years Onsite support, 7x24 support	<i>included</i>		

Equallogic Storage (RAID 50 - 10.4TB usable/array)

2	PS6000e, 7.2K Drives, 16TB Raw	\$48,789.23	\$97,578.46	514746636
	Onsite Installation and configuration	<i>included</i>		
	5 years Onsite support, 7x24 support	<i>included</i>		

SAN Switching

2	PowerConnect 6248	\$3,090.54	\$6,181.08	513418507
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1	3m stacking cable	\$99.99	\$99.99	
	5 years Onsite support, 7x24 support	<i>included</i>		

Top of Rack Switching

2	PowerConnect 6248	\$3,090.54	\$6,181.08	513418507
1	3m stacking cable	\$99.99	\$99.99	
	5 years Onsite support, 7x24 support	<i>included</i>		

Training

1	Advanced EQL Management - Onsite	\$9,995.00	\$9,995.00	516511278
1	Blade - Onsite	\$13,995.00	\$13,995.00	516511511

XenServer/PVS Services

1	XenServer/PVS Services	\$125,000.00	\$125,000.00	
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Racks

2	PE5410	\$1,039.20	\$2,078.40	513409046

Solution Discounts

1	Include Onsite EQL training	(\$9,995.00)	(\$9,995.00)	
1	Include Onsite Blade Training	(\$13,995.00)	(\$13,995.00)	
1	Bundled Discount	(\$75,000.00)	(\$75,000.00)	
1	Intel Jumpstart Funding	(\$20,000.00)	(\$20,000.00)	

Solution Total \$926,569

CITY OF SHAWNEE

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December 29, 2009

OFFICE OF THE MAYOR

Tim Blankenship, Chairperson
USD 232 De Soto School District Board
35200 West 91st Street
De Soto, Kansas 66018

Re: I-435/Johnson Drive Tax Increment Financing District

Dear Tim:

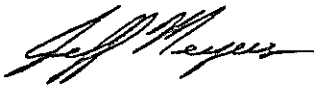
It has been several months since our joint meeting regarding the I-435/Johnson Drive Tax Increment Financing District. I know that City Manager Gonzales created a website with all the documents related to the TIF District so your Board members would have direct access to them. Additionally, she researched the TIF in Olathe that the City had made outside arrangements for additional payments. I thought her explanations on that were clear and I hope that the Board members understand that was a very unique situation, and it is not an arrangement that we can take on with this TIF District in these times.

When we left the meeting in October, it was the hope of our City Council and the applicants for the District that the School Board would place an item on a Board Meeting agenda to indicate whether a majority of the members support or do not support the TIF District. Resubmitting the application and taking it through the process again is a time-consuming matter, and neither the City nor the applicants will proceed with that effort unless there is a statement of support from the USD 232 Board.

I understand that you have a meeting on January 11th and by this letter, I am asking you to consider placing that item on the agenda. The rest of the Governing Body members, the City Manager and the applicants understand that a "motion of support" is not binding in any way; but hopefully, it would be a clear indication of whether the Board would support the District if the application were brought through again.

It is our hope that USD 232 will partner with us on this project, and on future projects, as we prudently use incentive tools available to us to try to build a stronger tax base for the future.

Sincerely,



Jeff Meyers, Mayor

cc: Dr. Ron Wimmer, Superintendent
Carol Gonzales, City Manager
Korb Maxwell, Polsinelli Shughart
Pete Heaven, Bathrop & Gage, LLC



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Joan E. Robbins
Director of Special Services

January 4, 2010

To: The Board of Education
From: Joan Robbins, Dr. Mark Schmidt

Re: Possible Relocation of Early Childhood Programs for 2010-2011

Due to the current economic conditions, we continue to look for ways to cut expenses and maximize revenue while having minimal negative impact on programs. A possible cost-saving measure involves moving our Early Childhood (EC) programs to an alternate location. A description of the anticipated cost savings and impact to our families, staff, and students is provided for your review.

Background Information:

The EC Program at Countryside Learning Center will require 7 classroom spaces for children and 2 office spaces for administration and support. These numbers include the following:

- 5- Early Childhood classrooms serving children with disabilities and peer models: 5 classrooms
- 1- Early Childhood program for children with disabilities (no peers): 1 classroom
- Itinerant speech services (appointment based services): 1 classroom
- 1- 4 Year Old at Risk Program serving children in the Starside boundary area: 1 classroom

Office space is also provided for:

- An EC administrator
- Integration Supervisor and EC Process Facilitator (shared space)

Belmont Elementary School: In August 2010, we anticipate the enrollment to be approximately 327 students and 16-17 sections. The building is designed to hold 26 sections. Although Belmont is not centrally located, by relocating the EC programs there, we can claim approximately \$30,000 in new facility weighting (see below).

Mize Elementary School: In August 2010, we anticipate the enrollment to be approximately 354 students and 16-17 sections. The building is designed to hold 24 sections. While centrally located for the EC program, we lose the opportunity to capture \$30,000 in new facilities weighting.

Horizon Elementary: In August 2010, we anticipate the enrollment to be 414 and have 18 sections. The building is designed to hold 24 sections. Horizon does not appear to have the capacity to house the EC program or be a viable long-term option.

Starside Elementary has a classroom currently being used by Y-Care that can be made available to house the At Risk Program.

Proposal: After consultation with the Directors of Special Education, Human Resources, Finance, Operations, Facilities, Dr. Wimmer, and the Belmont Principal, Pam Hargrove, the following cost-saving measure is offered to the Board of Education for consideration:

- Move the Early Childhood Programs for children with disabilities to Belmont or Mize Elementary school.
- Move the 4 Year Old At Risk program to Starside Elementary School.

Cost Savings	
Salaries	
• Custodian (transfer position to Belmont)	\$35,000
• Secretary (transfer position to Belmont)	30,000
• EC Administrator: Currently a 0.7 FTE position. The remaining 30% is dedicated to Homebound administration and working with Human Resources on individual projects and duties. <i>*Eliminating this position would require that the building administrator attend approximately 100 IEP meetings for EC students. The principal can cover some, but likely not all of these meetings. We can reassign Homebound administration to another staff member and Human Resources can absorb other assigned duties.</i>	32,500
○ Option: Transfer position to new location 0.5 administrator to oversee EC program and attend IEP meetings. Utilize the Integration Supervisor as LEA representative for a portion of the meetings.	
• Nurse (transfer position to Belmont)	30,000
• Speech Language Pathologist .3 FTE (EC SLP can cover building needs)	16,000
• Sub-total	\$143,500
Utilities	
• Maintain the utilities for warehouse operations only	\$16,000-\$19,000
• Total	\$159,500-162,500

**Additional Funding by FTE for New Building Weighting
(Relocating to Belmont)**

- Early Childhood students with IEPs count as .5 FTE
- Anticipated 60 students (30 FTE)
- 30 FTE x .25 New Facilities Weighting=7.5 FTE x \$4012=\$30,090

Additional Considerations:

- Transportation Costs
 - We anticipate a neutral impact on transportation costs.
 - Students with IEPs are typically eligible for transportation, so the cost will be comparable with current expenses no matter where the program is located within the district.
- Impact to families
 - Transportation is still available to children with IEPs; therefore the impact to families of children with IEPs is minimal.
 - Parents of peer model students are responsible for their transportation. For the families of some of our peer model students, a different location will be more convenient; for others, it will be less convenient. We currently serve 53 peer models. Approximately 30 are from the De Soto area.
- Impact to the EC program
 - The concept of an Early Childhood Center will be mostly intact, with the exception of the 4 Year Old At Risk program being relocated to Starside.
 - Staff and students benefit from the programs being housed together for planning purposes and the ability to transition students from one program to another without having to move to a different building.
- Impact to students
 - When EC programs are housed in an elementary school, opportunities exist for children to visit PE, Music, and other locations within the building.
 - They become familiar with routines and experiences that they will encounter during kindergarten, making the transition less stressful.

- Classroom and office space needed and estimated future availability
 - EC program: 7 classrooms are needed for students and 2 office spaces are needed for administration.
 - We anticipate having space at the proposed elementary schools for approximately 3-5 years depending on the location.

Summary of Pros and Cons of Possible Locations:

	Projected Enrollment	Projected Sections	Available sections	Centrally Located?	Eligible for New Facilities Weighting?	Projected ability to house EC Programs	Projected savings and increased revenue
Belmont	327	16-17	26	No	Yes	5+ years	\$192,590
Mize	354	16-17	24	Yes	No	3-5 years	\$159,500
Countryside	110 (.5)	7		No	No	Indefinite	0

Communication Plan

Joan Robbins and Dr. Mark Schmidt will meet with the staff of CLC on January 6th to inform staff of the possibility of move. If the BOE directs us to move the EC program, we will work with CLC staff to develop a transition plan to minimize the impact to staff and students. Community and/or parent meetings will be held as needed.

Timeline for Decision

The district typically starts advertising for peer models in January and enrolls them in February. Since we do not transport peer models, the location of the program will likely impact the decision of some of the parents whether they will want to enroll with us or find an alternate program. In order for parents to make decisions about enrollment, an early decision will allow for better planning and smoother transition.

If you have questions about this information, please contact Dr. Mark Schmidt or Joan Robbins.



Unified School District 232

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De Soto – Shawnee – Lenexa – Olathe
w w w . u s d 2 3 2 . o r g

Date: December 14, 2009
To: Board of Education
From: Earl Martin, Director of Teaching & Learning
Re: Overview of No Child Left Behind

Purpose

The purpose of this report is to provide an overview of No Child Left Behind, concerns about NCLB, and potential changes as NCLB is reauthorized. There will be a short presentation providing this information.

What is NCLB?

- NCLB is the **federal act** of the US Congress aimed at closing the academic “achievement gap with accountability, flexibility, and choice so that no child is left behind” *Public Law 107-110, January 8, 2002*
- NCLB is the **reauthorization of the Elementary and Secondary Education Act** (ESEA).

Key Premises of NCLB:

- **All children** can achieve to **high standards**.
- All schools are **accountable** for all students.
- A **unitary accountability system** must apply to all schools.
- All **teachers** must be **highly qualified**.

Positive results of NCLB:

- NCLB has served as a catalyst for some **educational reform** and **school improvement**.
- NCLB has **increased focus** on standards-based teaching and learning.
- NCLB has focused more energy on **meeting the needs of challenged learners**.

Adequate Yearly Progress.

NCLB increased accountability through establishing AYP = % of students “proficient” or above on state assessments and other accountability measures. Each state established their own formula for AUYP and definition of “proficient.” All students must be proficient or above by 2014.

Concerns About NCLB:

- **ALL** children **judged on same standards**, regardless of learning rates/ability.
- Focus on **one testing measure**
- **Lack of equity** across states, in regards to: definitions of “proficient,” assessment standards, and subgroup numbers.

Potential Changes to NCLB in Reauthorization, According to Arne Duncan, Secretary of Education:

- “Race to the Top” Grant Awards for results-based innovation
- Include a measure of individual student growth
- Additional measures on state results – e.g. National Assessment of Educational Progress (NAEP)
- Restructuring of lowest-achieving schools
- Data systems that tie student progress to individual teachers
- Push for more Charter Schools
- Data measure for how well high schools keep ninth graders on track.



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
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Alvie L. Cater, II
Director of Community Relations

January 6, 2010

To: Board of Education
Re: Webcasting of board meetings

Members of the Board:

At the request of the board, we researched the possibility of video recording Board of Education meetings and posting the video files on a Web site. Interested persons would then be able to watch the video online at their convenience. In this written report, I will outline the goal of video streaming/webcasting, policy and operational considerations, video and technology requirements, and estimated one-time costs and recurring costs. (*Jeff Mildner, director of technology, Doug Blattman systems engineer, Adam Hicks, systems administrator, and Jeremy Turner, applications administrator, assisted with the research.*)

I would like to thank the Olathe School District, Shawnee Mission School District, and Blue Valley School District for allowing us to learn more about the video/television programming they provide for their patrons and the technology they use to deliver video content. We conducted site visits to Olathe and Shawnee Mission and visited with Blue Valley over the telephone.

Of the six school districts in Johnson County, only one video records Board of Education meetings. The Olathe School District shows previously recorded meetings on its cable access channel through Time Warner and Cox Cable. It also publishes board meetings on a video streaming Web site. Shawnee Mission and Blue Valley have extensive video and television programming and may provide updates on board meetings, but do *not* video meetings as a matter of public record.

The Objective

The primary goal of providing online video content of board meetings should be to enhance the district's communication efforts by allowing interested persons to view meetings at their convenience. Because the video would be easily available, we would likely increase the exposure of the Board of Education among stakeholders.

First Impressions

We would like to emphasize the importance of making positive first impressions when considering video recording board meetings. For many patrons, parents, and employees the online video would be their first exposure to a working meeting of the board. Thus, we believe it is important to ensure decent video quality and clean audio (able to hear all board members and presenters). Having good, clean audio will help prevent board discussions from being taken out of context. We will cover video and technical requirements later in this report.

Policy Considerations

The Olathe Board of Education has been video recording its meetings for many years. As such, it determined a need to incorporate the procedure into its policy. For example, the Olathe board has a policy on the following:

- Recording of Board Meetings
- Recording of Public Comments
- Restrictions on Public Comments
- Editing of Recorded Meetings
- Editing of Recorded Comments

If you decide to move forward with recording meetings, then we suggest the board first adopt policy to cover the procedure.

What is a Webcast?

A webcast is a media file distributed over the Internet using streaming media technology. A webcast may either be distributed live or on demand. Essentially, webcasting is “broadcasting” over the Internet.

What is Streaming Media?

With streaming media the end user can start watching the file almost as soon as it begins downloading. In effect, the file is sent to the user in a (more or less) constant stream, and the user watches it as it arrives. The obvious advantage with this method is that no waiting is involved. Streaming media has additional advantages such as being able to broadcast live events (sometimes referred to as a *webcast* or *netcast*). True streaming video must be delivered from a specialized streaming server.

Video & Technology Requirements

The first step is to have the necessary tools to capture and record board meetings. There are six basic components we must consider.

- 1) Video cameras & lighting
- 2) Capturing audio/video and recording to a computer hard drive
- 3) Editing and compressing video for online use
- 4) Uploading content to a specialized streaming server
- 5) Linking video files to Web site
- 6) Computer storage for archiving recorded board meetings

Video Cameras & Lighting

We would recommend starting with two fixed-position cameras which would be ceiling mounted and controlled remotely, eliminating the need for a person to *operate* the camera. One camera would be a wide-angle position to capture all seven board members, the superintendent, and the board clerk. A second camera would be positioned to capture the presenters’ station. We make this recommendation based on feedback from other school districts. In particular, Olathe recently switched to fixed-position cameras in the board room to maximize its limited resources.

To help ensure quality video recording, we also recommend installing three studio fluorescent light fixtures to enhance the current lighting available in the board room. Two of the fixtures would illuminate the board member area and one fixture would focus on the presenters’ station.

Audio

It is imperative to have good, clean audio to accompany the video image. As mentioned earlier, decent audio of board discussions would help prevent statements from being taken out of context. It would also create a positive experience for viewers who watch the video and for those who attend the meetings. We have reviewed the current audio system in the board room and found it to be sub-par at best and not designed to record audio for webcasting. We would need to improve the audio capability in the board room because our current system is *pieced* together with equipment that is now ten years old, or older. On a side note, the board room is used frequently for training, staff development, community meetings, and other events. Any audio improvements would benefit more than just regular board meetings.

Recording Digitally

Our research shows significant cost savings, over time, by recording audio/video digitally to computer hard drives. This type of recording is now the industry standard and would allow us to easily migrate the finished content onto the Web.

Other Video Equipment & Technology

A key piece of equipment that would allow us to digitally record board meetings and easily compress video for online viewing is known as a TriCaster. This portable production unit would allow us to switch between two or more cameras in the board room, capture the audio, edit a finished product, and compress the video for webcasting. It also has the capability of streaming live video. The TriCaster, due to advances in video and computer technology, would provide high quality video production at a fraction of the cost. In fact, the Olathe School District is moving to this technology to reduce its video production costs.

Another consideration is providing a computer server designed specifically for streaming video. Our research found it would be cost-prohibitive to *host* the video ourselves due to the file size capacity needed for video, the type of server needed, bandwidth issues, archiving, and required technical expertise. It is recommended we use a third party in the video hosting business. The Olathe School District uses a company known as LiveStream to host and archive its video of board meetings. The district pays an annual fee of about \$4,000 for a terabyte of storage and appropriate bandwidth to allow multiple viewers. The company is used by other public agencies for streaming video and is proven to be a cost-effective solution. The Blue Valley School district uses its current Web hosting company to stream video. It pays an annual fee for the high-capacity storage which is rolled into its overall Web costs.

Operational Considerations

The school districts we contacted conveyed the same message when it comes to recording board meetings. Once a district begins the process, it must be committed and consistent. We asked about the use of student volunteers and all districts provided the same advice. It is important to look for ways to incorporate students into valuable learning experiences. However, student volunteers should not be viewed as dependent and reliable if they would be the primary human resource needed to accomplish the end goal.

The districts in Johnson County with video/television programming have full time employees dedicated to providing online and television content. Students are incorporated at varying levels, depending on the district and level of funding. In our case, we would investigate using existing staff to ensure the consistent recording of Board of Education meetings with the idea of looking for learning opportunities to incorporate students.

Closed Captioning

Another consideration would be to accommodate the hearing impaired by providing closed captioning of all board meetings and have it as an option in the video posted online. Providing accessible media for the deaf and hard of hearing community would be an aspect of social responsibility. When we offer captioned video, we would help increase the value of the programming -- making it available to a group of people who otherwise would not have had access to the content. Captioning is a service that betters our community and enhances the teaching power of media. The Olathe School District is investigating closed captioning and currently pays a professional to offer sign-language during board meetings. The person is superimposed in the right-hand corner of the video image during meetings.

Once a board meeting is concluded we estimate a turnaround period of approximately 72-96 hours before video content would be available for public viewing. This would allow for any editing required (removing breaks & executive sessions from the video) adding any necessary graphics, compressing video and posting online. Lengths of meetings vary and would determine time necessary to edit and compress.

Estimated Costs

We are providing you a general estimate of what it might take to begin webcasting of board meetings. Please keep in mind the following information is general in nature and is only intended to give you an idea of the initial investment.

One-time costs

Cameras (2 units) = \$3,000 - \$8,000 (ranged depends on model, quality, resolution, etc.)

Fluorescent Studio Lighting (3 units) = \$3,000 - \$6,000

TriCaster portable production unit = \$9,000 - \$15,000 (could save money by purchasing a used unit)

Audio upgrade of board room = \$16,785 (includes all equipment, labor and product warranties)

Recurring costs

LiveStream annual fee for hosting, storage & bandwidth = \$4,000

Incidental equipment maintenance, light bulbs, etc. = absorb within existing resources

Closed Captioning = varies upon program length, number of words, and other variables;

Another Idea - Podcasting

Instead of webcasting video of board meetings, you may be inclined to consider audio-only recording - or podcasting. We have been working for several months, prior to your request to research webcasting, on a plan to slowly improve the audio capability in the board room. This would be a cost-effective approach and would allow you to consider video at another time in the future. We would utilize our existing Web site to host and archive the podcasts.

A **podcast** is a series of digital media files (either audio or video) that are released episodically and downloaded through web syndication. A commonly used audio file format is MP3. Audio files are much smaller in size when compared to video files.

We look forward to discussing this report with you at the board meeting. It is listed as a discussion item only.



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
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Dr. Mark Schmidt
Director Human Resources

Date: January 11, 2010

To: USD 232 Board of Education

From: Dr. Mark Schmidt - Director of Human Resources

Re: Discussion Item: Morgan Hunter Education Division Substitute Contract

On December 14, 2009, the Board was provided with a written report regarding the Morgan Hunter Education Division Substitute Contract and their performance in USD 232 (see attached). During the January 11, 2010 Board meeting, representatives from the Human Resource Department and from Morgan Hunter will be available to answer questions and receive feedback concerning past, current, and future substitute services.

Based on the automatic renewal, the District has a valid contract with MHED to continue to provide short-term substitutes at the current fee of \$138 per day for the 2009-10 school year. If the Board would like to reopen negotiations of contract terms with MHED, or if the Board would like to cancel our contract for the 2010-11 school year, written notice must be provided prior to April 1, 2010. If no Board action is taken, the contract will automatically renew for the 2010-11 school year. To meet this deadline, the Human Resource Department will request the Board provide direction at the February 8, 2010 meeting.

In order to have all necessary information available to the Board, please contact me at mschmidt@usd232.org or (913) 667-6205 if you have any questions or comments.

Mark



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Dr. Mark Schmidt
Director Human Resources

Date: December 14, 2010
To: The Board of Education
From: Dr. Mark Schmidt - Director of Human Resources
Re: Written Report—Morgan Hunter Education Division Substitute Contract

In August 2007, the De Soto Unified School District entered an agreement with Morgan Hunter Educational Division (MHED) to provide short-term substitutes for our certified staff. All long-term substitutes (11 days or more) are selected and hired by the principals along with the support of Human Resources. Substitutes for paraprofessionals are coordinated by the Special Services Department.

Currently MHED provides the following services and staff in exchange for \$138 paid for each substitute day.

- A full-time substitute specialist that is available starting at 5:30 am to fill last minute substitute requests
- Secretarial and payroll department to meet needs of substitutes, principals, teachers, and substitutes
- Advertisement (as needed) to maintain a quality substitute pool
- Face to face interview with all substitute candidates
- Reference checks for all substitute candidates
- Annual background check through Validity for all active substitute teachers
- Short-term substitutes (paid \$100 per day)
- Workman Comp insurance
- Unemployment insurance
- SubFinder – Automated 24/7 Substitute Management Program
- Ability for teachers to identify favorite and restricted substitutes for their classrooms
- Ability for principals to identify favorite and restricted substitutes for their buildings
- Substitute Training (monthly)
- Opportunity for teachers to provide feedback/evaluation on substitute performance. The MHED Substitute specialist coaches substitutes for improvement when suggestions are made
- Reporting includes quarterly reports to HR and daily reports to secretaries and principals on who is substituting in the building

When the District entered the agreement with MHED, we were interested in improving the fill rate of open positions, expanding the number of substitutes available in the system, providing training for substitutes, creating substitute evaluation, creating a system to track the reasons for substitutes, and developing a process to deliver systematic feedback to our substitutes. Listed below is a summary of performance in each of these areas:

- **Improve “Fill Rate”:** The fill rate has continued to improve since the district began working with MHED in 2007. During the 2007-08 school year, the fill rate was 99.6%. In 2008-09, the fill rate was 99.74%. Through November 20th, 2009, the fill rate has been 100% (see attachment for details).
- **Expand the number of available substitutes:** The available number of substitutes has increased from 120 in 2007 to over 240 as of November 20th, 2009. MHED has a waiting list of licensed staff members who would like to substitute in USD 232. Currently only fully licensed teachers who complete student teaching in USD 232 and/or are recommended by the Human Resource Director (high need areas) are added to the 240 active list.
- **Provide training for substitutes:** Professional development training opportunities have increased from once quarterly in 2007 to the current monthly training. Staff development topics have included: classroom management, dealing with difficult behaviors, safety procedures established by the district, and teaching within a Special Education classroom.

- **Substitute evaluation instrument:** MHED has developed and trained district staff on the use of a quick, one minute survey based on the performance of their substitute. Teachers have the opportunity to complete this survey every time they have a substitute in their classroom.
- **System for tracking the reason for substitutes:** SubFinder produces detailed reports that are used by principals and Human Resources staff to track the reasons for substitutes. Data from these reports are attached.
- **Systematic feedback for substitutes:** Teachers and substitutes have access to an on-line substitute scheduler that matches the short-term teaching assignment with the substitute's licensed subject areas, building, and date preferences. MHED has provided teachers with a list of areas in which substitutes are licensed. To further secure good matches between substitutes and classrooms, each teacher may submit a list of "preferred" and "restricted" substitutes. This feature has allowed teachers to screen out substitutes who do not operate well in their classroom and avoid potential problems. When there is a concern about a substitute's behavior, MHED has been quick to address the issue before allowing a substitute to return to the classroom. Based on feedback on the recent evaluation, MHED distributed a summary sheet reminding teachers how to modify their individual "preferred" and "restricted" lists.

In November 2009, the Human Resource Department sought input from staff members regarding their experiences with MHED. A comprehensive survey was created and distributed to all certified staff members. Combining the scores of seven questions directly related to MHED's performance, 94.4% of staff indicated they were as either "Very Satisfied" (51.5%) or "Satisfied" (42.9%) with their experiences. Please find a copy of all survey results attached.

With the contracted automatic renewal clause, the District has a valid contract with MHED to provide short-term substitutes at the current fee of \$138 per day for the 2009-10 school year. If the Board would like to reopen negotiations of contract terms with MHED, or if the Board would like to cancel our contract for the 2010-11 school year, written notice must be provided to MHED prior to April 1, 2010. To meet this deadline, the Human Resources Department will add the MHED Contract for discussion during the January Board Meeting and ask for Board action at the February Meeting.

Please contact me at mschmidt@usd232.org or (913) 667-6205 if you would like any additional information that would be helpful in deciding how we will provide for the District substitute needs during the 2010-11 school year.

Respectfully submitted by:

Dr. Mark Schmidt
Director of Human Resources

Encl: Performance Data, Staff Survey Data, Staff Feedback and MHED Responses, MHED Contract

Morgan Hunter Performance Data

	<u>2007-2008</u>	<u>2008 - 2009</u>	<u>Aug. 11, 2009 – Dec. 3, 2009</u>
Number of Short-Term Substitute Requests:	4392	4926	1947
Actual Fill Rate of Requests:	99.46%	99.72%	100%
Daily Cost to the District:	\$138	\$138	\$138
Daily Paid to Substitute:	\$100	\$100	\$100
Percentage of Days (Professional Leave)	34.5%	33.1%	23.1%
Percentage of Days (Sick Leave)	49%	50.6%	56.2%
Percentage of Days (Discretionary)	15.6%	14.5%	20.1%
Percentage of Days (Maternity/Paternity Leave – When a long-term sub needs a sub)	1.0%	1.8%	0.7%
Day of the Week Absences:	Monday 18.6% Tuesday 17.3% Wednesday 19.9% Thursday 18.6% Friday 24.9%	Monday 20.0% Tuesday 19.3% Wednesday 18.0% Thursday 19.6% Friday 23.1%	Monday 18.9% Tuesday 18.3% Wednesday 17.1% Thursday 20.0% Friday 25.6%
Number of Substitutes Available for USD 232:	120	190	240
Substitute Professional Development:	Quarterly	Monthly	Monthly

Morgan Hunter Survey Summary

Home Building	# of Respondents
ADC	7
TC	0
DSC	0
CLC	2
CCE	34
HE	26
ME	26
PRE	34
RE	22
SE	23
LTMS	25
MCMS	31
MTMS	25
DHS	33
MVHS	45

Position in the District	Percent of Respondents
Teacher	85.9%
Administrator/Principal	4.8%
Secretary	3.9%
Central Office Staff	1.8%
Other	3.6%

Morgan Hunter Survey Summary (Cont.)

Question	Rating			
	Very Important/ Satisfied	3	2	Not Important/ Satisfied
-				
How satisfied are you with the overall quality of substitutes recruited, hired, and placed by Morgan Hunter Education Division?	42.8%	54.2%	2.8%	.3%
How important is it that all substitutes have an annual background screening?	75.3%	19.4%	4.6%	.6%
How important is it that all newly hired substitutes have a face-to-face interview and verbal reference check before placement in the schools?	81.9%	14.7%	2.8%	.6%
How important is it to hire only fully licensed teachers for new substitutes (exclude emergency licensed staff when possible)?	23.6%	48.8%	21.2%	6.4%
How important is it to provide monthly training opportunities to our substitutes?	24.3%	43.1%	25.8%	6.8%
How important is it to provide all substitutes with training that includes information about policies and procedures outlined in the De Soto Employee Manual and USD 232 Crisis Manual?	66.1%	27.2%	5.8%	.9%
How important is it to provide USD 232 teachers with an automated system that provides 24-hour access to teachers and administrators to review absences and learn which substitute are filling the jobs?	78.8%	17.4%	2.8%	.9%
How satisfied are you with SubFinder as the automated system?	67.7%	28.2%	4.1%	0.0%
How important is it to allow buildings and individual teachers to control which substitutes see open jobs with both “favorite” and “blocked” lists?	60.3%	32.3%	6.8%	.6%
How satisfied are you with Morgan Hunter’s ability to place substitutes with late notice?	52.0%	42.4%	3.7%	1.8%
How important is it that first-time subs and random “experienced” subs are evaluated by teachers?	39.4%	51.2%	9.0%	.3%
How important is it for teachers to have the option of submitting an evaluation following any substitute?	50.6%	41.9%	7.1%	.3%
When a concern exists, how satisfied have you been with MHED’s handling of the situation?	49.6%	41.9%	6.0%	2.6%

Morgan Hunter Survey Summary (Cont.)

Question	Rating			
	Very Important/ Satisfied	3	2	Not Important/ Satisfied
-				
How satisfied are you with the friendliness of service when dealing directly with Morgan Hunter?	63.6%	33.2%	2.8%	.5%
How satisfied are you with the quality of feedback provided by substitutes when you return (were the notes helpful and/or detailed enough)?	44.7%	47.8%	6.2%	1.4%
How satisfied are you with how effectively the substitutes followed lesson plans?	40.4%	52.7%	5.5%	1.4%
How important is it to track Absence Reasons and Budget Codes for analysis?	28.4%	33.7%	16.8%	21.1%
How important is it for Principals and lead secretaries to receive daily report of absences?	70.1%	22.4%	5.6%	1.9%
How important is it to receive quarterly absence reporting to identify trends?	29.7%	37.4%	20.9%	12.1%
Are reports from Morgan Hunter useful for your needs?	40.5%	25.7%	24.3%	9.5%
When Morgan Hunter substitutes are at your building:				
	Always	3	2	Never
Are substitutes on time?	60.3%	36.3%	3.1%	0.0%
Are substitutes dressed appropriately?	63.9%	33.1%	3.0%	0.0%
Do substitutes know their assignment upon arrival?	65.6%	31.7%	2.7%	0.0%
Do substitutes interact positively with staff?	51.1%	45.2%	3.6%	0.0%

Comments from Staff and Morgan Hunter's Response

***Notes: 1) Grammatical errors may exist as data was downloaded directly from Survey Monkey.**

2) Per our request, MHED has responded to some of the areas of concern. Their comments are noted below in bold.

- I have been extremely pleased with the substitutes I've interacted with in our building. The overall quality of substitutes that come to Horizon is excellent.
- I really find it valuable to be able to go in and request our favorite subs or subs that are familiar with the building. It gives teachers a sigh of relief knowing who will be with their class. :)
- The only problem we consistently have is bad directions to our building.
- We have great subs and I always feel comfortable having MH get a sub for me.
- Overall, I have had a positive experience. On a rare occasion I have had a substitute not follow the lesson plans.
- I understand and agree with the idea of hiring only certified teachers for substitutes in theory. This can be done somewhat easily right now due to the number of certified teachers looking for work, but I am concerned about how that will work long term. I don't want to undermine the value of many substitutes that are not certified, but have been in our buildings for years. Their knowledge and experiences are just as valuable as certification in many cases. Some of my favorite subs are not certified, but have been in the building for years - they know me and understand how I run my classroom and they know my students. In most cases I would rather have them in my room than a newly certified teacher who lacks that knowledge. Responsible teachers will leave their substitute detailed lesson plans to carry out. In my opinion this often takes over the need for certification. Knowledge of buildings, staff, and students by many of our long term non-certified subs takes care of the classroom management issue that can easily cause trouble for subs.

MH: "We agree and want to keep experienced subs, certified or emergency, on board and happy! One idea we have is to provide training for "building substitutes" at the start of every school year. Most schools have approximately 5 - 10 subs on their site preference list. We are hopeful these substitutes could receive extra training at the start of each school year pertinent to specific buildings. We believe this would be particularly helpful with special education classrooms and maintaining consistency."

- MH has worked very well with our building's needs and details that make all the difference. Ken Belko and Jim Peters are amazing! We love the fact that we can block subs from coming back that have caused a disturbance or been ineffective. Several of us also love the idea of choosing subs for awards based on teacher evaluations. Great Job MH!
- I have worked on both sides, sub and teacher using Morgan Hunter. I must say, in all of my experience with them, I cannot give them enough praise. They are top notch through and through.
- While Morgan Hunter provides a great service...there are times when a person would be better for the situation. For example, when a sub is needed to be switched from a half time position to a full time position somewhere else, or when extraneous circumstances occur that would require one sub to be moved to a classroom that will cover more days than just a job to job position (and where the sub has been requested for a day or so of that time).
- I would like for substitutes to not be placed within their child's classroom or maybe even grade level. In the past it has been a negative experience regarding privacy and favoritism. We seem to have a lot of parents subbing at our school and at times the professional and personal areas tend to collide.
- It would be nice to know which subs are currently actively seeking placement. Sometimes when searching by a specialty (such as art) the most recent sub additions were over a year old. I have no idea which of those subs are still available and which have subbed in our district. I would like more feedback on which subs are new and which have been used before or never used.
- It is nice to be able to have the 24 hr access when you are a teacher with children who tend to get sick at all of hours of the night. Also, it has been nice to be able to request a sub that has worked well for your team or for yourself and to be able to keep ineffective subs from being chosen first.
- I really enjoy the service provided by MH and feel that they are doing a fabulous job of finding and keeping quality substitutes.

Comments and Responses (Cont.)

- We have had district parents with no teaching experience be placed to sub in the classroom of their own child or the grade level of their child. This has been awkward as they have sometimes favored their child (e.g. had only the girls eat lunch in the classroom with them because their daughter was in the room and no other reason for excluding the boys). I also feel that they are violating privacy issues, by having access to private or academic information about students that their child interacts with on a social level. I see more and more unlicensed parents coming in as substitutes. I get the feeling that many of them just want to collect gossip. I think it would be more appropriate for them to only sub in the grade levels and/or schools that their child is not in.
- Allowing any person to come into the classroom to be a substitute regardless of their hands on educational experience is disappointing. We have had several substitutes who do not have education degrees and should not have been in charge of children's well being or education.
- The MH SubFinder System and the office staff of MH are extremely helpful. I believe the system saves a lot of time due to the fact it's automated. I can only recall a few times that a job went unfilled. I remember the days before MH that I spent a lot of wasted time trying to find substitutes on my own when I was not able to contact the "sub coordinator". I believe the MH SubFinder system to be very reliable. I use a lot of the online reports available to me on the MH website.
- I think it's a great service for any school district!
- We would like to see more subs with access to the computers. We need a list of subs that have been offered and taken the time to go get their passwords and logins. This may be a district issue? I'm not sure where or how to update my preferred sub list each year. Would MH mind sending out directions each year? Thanks!
- This isn't necessarily directed towards Morgan Hunter, but our building has a substitute that is used on almost a daily basis that is not a certified teacher, but goes above and beyond the call of duty, is very adaptable, and is very flexible. This person knows our students and communicates with them effectively and efficiently. I would trust this person over any unknown certified teacher any day of the week. I would strongly discourage our district moving towards a system that only allows certified substitutes in our buildings.
MH: "We agree. All substitutes employed by MHED are licensed by the state of Kansas to be an emergency substitute, regularly licensed substitute, or fully licensed teacher. At this time, MHED has not been asked to refrain from using the proven emergency licensed substitutes in De Soto schools."
- No problems...ever. thank you
- MH has been extremely helpful in finding subs for us in "emergency" type situations.
- I feel that it is truly important that all substitutes have training and for educators to have access to giving feedback easily for ALL substitutes.
- Only had good experiences.
- There are many great subs, and we have a long preferred list for the DR. There are also some people I don't think should ever be subbing and I wonder how they "get past" screening.
MH: "We will continue to encourage teachers to provide feedback through the use of the evaluation tool . This also allows us to address teacher concerns immediately."
- The only issue I have had is that one sub's name will be listed as my sub, and then another person comes. ??? This has happened almost every time I have had a sub.
- I feel if a candidate has experience in a school setting dealing with students academically, this person should be able to substitute even without a teaching license.
- I request subs to rove to different classrooms while teachers attend IEP meetings. We have been very pleased with our service from Morgan Hunter and with the subs sent. On the few occasions we have had someone that didn't fit what we needed; Morgan Hunter was extremely helpful in dealing with these situations.
- I am concerned that we have experienced subs that have done an excellent job that might not be invited back due to a decision to hire only fully licensed teachers. That shows a lack of appreciation for the great job they have done and would be shooting ourselves in the foot for future needs.

Comments and Responses (Cont.)

- I would like to be able to provide a list of preferred substitutes that are asked to sub for me first. It is frustrating that I can only provide one sub request and if that person can't do it, someone else is randomly placed. Other than that, I am happy with Morgan Hunter. It's very simple and easy to request a sub. Thanks!
MH: "The current system allows for teachers to set up a preference list for the order in which substitutes are called. We will provide written directions and training upon request so teachers may maximize this feature in SubFinder." Please see directions for setting up "favorites" below.
- It would be helpful to be able to view available subs from our favorite lists when submitting a request. It would also be helpful to know which subs prefer which areas. Not everyone is "suited" for working with the population of kids I work with, and it would be helpful to know which subs would prefer not to work in my position.
- I wish there was a way for the teacher to have the opportunity to reselect a sub if the sub who had accepted the job has to cancel for a personal reason. With the current system, if that happens, a random sub is contacted, and most often times not from our "preferred list" provided. This is really challenging especially for resource/sped teachers as we have a very specific set of subs who work best with some of the challenges our students face each day.
- I have been very pleased with this system.
- I LOVE Morgan Hunter. They have been nothing but helpful to our building. In crisis they come thru for us. If we have an issue with a sub they are very helpful (although this rarely happens). We have had almost zero "mess ups" on Morgan Hunters part. I would give them an A+ for a job well done.
- I would like an evaluation sent to me electronically by MH the day after I have had a substitute in my classroom. It will be my choice to fill it out or not, but I would like to be given the opportunity to evaluate the substitute right away. It would also be helpful to see the credentials of the sub when requesting them. Perhaps next to each sub's name could be their qualifications (any specific areas they are certified in, as well as if they are K-12 certified).
- Please allow student teachers from our building to be hired as substitutes even if you are on a hiring freeze. They are already familiar with the students, teachers and procedures of the school.
- My only concern is that when a requested sub cannot fill the job, it does not inform you so that you can select a new "requested sub." This has been an issue in my position where there is a great deal of confidentiality and mobility around the building. I like the service, but wish this could be addressed.
- I have really enjoyed using the Morgan Hunter system and feel it is very effective. However, the one thing I would like to see changed is the system just randomly choosing a sub if the one you requested declines the job for whatever reason. I wish there was a way to select back up subs so a random person is not immediately assigned. I noticed the question regarding the fully licensed subs. In theory, that sounds amazing, but I am concerned that 1. there would not be enough subs to accommodate needs and 2. That would eliminate the subs who are in fact outstanding at what they do, because they are not certified. I know of 4 absolutely, amazing subs who are not licensed/certified and we would be doing all an injustice by letting them go. We are truly lucky to have them. Thank you for hearing our concerns and taking the time to get our input.
- It would be nice if Morgan Hunter had a separate "certified" teacher sub list that we could refer to when looking for a long-term sub. Instead we have to submit names of subs, they look them up, and then they tell us whether they are or are not a certified sub.
- I have been very satisfied with Morgan Hunter. I like having the option to request a specific sub and being able to do this 24 hours a day. It is very convenient and easy to do. The only change I would like to see is that when I request a sub and she isn't available, I would like to be notified so that I can choose someone else familiar with my special education students. Currently, if the sub you requested doesn't accept the job, you get whomever they send.
- I really appreciate that we are provided with Requested sub!
- Could those substitutes with teaching licenses and experience be placed first before those without true teaching credentials?
- In the past we had to call a district employee that was in charge of this process, it was stressful because you never knew if your request for a sub was filled. There was no feedback with the old way. Using Morgan Hunter is an effective communication tool for finding subs and receiving feedback.

Comments and Responses (Cont.)

- Carol Green exhibits every positive part of this survey. If substitutes are taught to go above and beyond and seek out things to do during recess breaks/plan time it helps tremendously. We have had subs who just sit and read a novel or play on their phone when they could be helping out other grade level teachers with copies, filing, etc. We love when subs want to reach out and help with whatever they can.
- I can't answer #4 since I am not in the building, and usually never meet my sub. My only concern is the ease in making contact after 6:30am after the internet is closed and before our building phones are open.
- I greatly appreciate being able to request a substitute online at any hour of the day.
- I would like to be able to request more than one sub in the event the first requested sub turns down the job. If they turn down a job, it opens up to everyone, and I don't always get someone who knows math!
- The majority of the subs at Morgan Hunter are very good. Occasionally, subs have behaved inappropriately, but MH handles it well.
- Since establishing the working relationship with Morgan Hunter, we have had virtually every absence covered without delay no matter what time of the day we have needed to request a substitute. In previous years we would have 2-3 occasions each year without substitute coverage which placed routine instructional procedures in a disrupted state. Morgan Hunter substitutes have been prompt, enthusiastic about their job, and highly professional in their demeanor.
- It would be helpful to know areas of specialized training not just sub numbers...i.e.: who can teach math or computers
- I usually use subs I know, and my answers reflect that. I have rarely had a sub come that was not someone I selected (I'm not gone often and plan ahead with someone I trust).
- I like the service. I teach music and it would be great to create a list of subs that have ability in this area so I could choose someone with experience.
- As with any job, some substitutes are exceptional and some are not. I evaluated one of the latter and never got any feedback. When a teacher goes through the effort of detailed sub plans it is expected that the sub will follow these or at least try. If issues arise they should let you know what they weren't able to cover or how they strayed and why.
- Overall, I am happy with the service. I do feel a lack of connection. Sometimes I am sick and don't want to/can't get to a computer. Also, I would like the website to be a little more user friendly. I would like to be able to see who my sub will be and review/change my list of favorites/dislikes. And if this survey is just for the district, the subs I get from Morgan Hunter and the same subs I had when Mrs. Brown was in charge.
- I have been very fortunate to know ahead of time the dates I will be absent, so I have 1-2 subs that I rely on each time. They know my routines, students, and expectations. Robin Palmer is the main one and she does an amazing job! It would be helpful to have a building list of recommended subs, along with their number so that I could request one of them in case Robin is not available.

MH: "We will provide a list of requested substitutes to each building secretary for their use. Thank you for the suggestion."

- It is extremely frustrating that we are not able to request more than one person. If our first choice is not available we don't know and sometimes receive someone we really would rather not have if we'd had the chance to choose a second or third choice.
- When a sub has been requested and they accept, it would be nice to know if they have to cancel so a different request might be made instead of going "pot luck"
- I have worked with Wendy and Anna at MH, and I have always been extremely pleased with their friendliness, promptness to returning emails, helpfulness, and overall professionalism. If MH hires people like these 2 ladies, then MH will always be doing the right thing. Thank you for having such a quality program.
- My responses are based on requested subs only. They are great!
- The subs I almost always request do not have a teacher certification, however they are wonderful with the students and I would request them over some of the certified subs I have had in the past.
- I would like to have my subs called in order of preference. For instance, if Mrs. Green is not available when I request her it would automatically call my 2nd, 3rd and so on choices rather than just randomly calling and not know who I get.

Comments and Responses (Cont.)

- I have been very pleased with the substitutes that we use regularly in the discovery room at Prairie Ridge Elementary. They are extremely flexible and work well with students in a variety of environmental settings.
- Should not be parents of students in the building. Should be told they need to follow the lesson plans and not deviate from them.
- Is there a way we could get the area the teachers are licensed in to better help teachers make selections for substitutes?
- It has been very nice working with Morgan Hunter as when we did not we frequently received emails that there were no subs or few subs available on days. This was a stressful situation when teachers were sick and needing a sub. MH has reduced this concern.
- Overall happy
- It would be so helpful if teachers could request more than 1 sub, so that if the Morgan Hunter system calls our first choice and they are unavailable, the automated system would move on to our 2nd choice instead of putting in a random sub.
- I feel as though our "back-up" or "favorites" list is not being used appropriately when we are unable to get the sub we requested. It does not go to our list but out to all subs in the Morgan Hunter database. I would like to see this problem fixed so that we may get the subs that we know better. Thanks.
- It would be nice to be able to submit a second or even third choice when you request a sub. It is too bad when you request one, they decline it and then you get whoever can take the job. I also think it is important to find a balance between quality and quantity. I am afraid that if we require all subs to be fully licensed, there will be major shortages and we would lose good subs that are parents of district students or are out of another work force and doing a great job working as a sub.
- Since I teach a computer class it is important that I find a sub who can log into our computer system. It would be helpful to know who has computer access. Also who is knowledgeable about Microsoft products so they can carry out my lesson plans.
- I think substitutes need training on the ethical policies of being in a classroom. Making sure they understand they are not to talk about the children they work with in the classroom to others. I also think that parents should NOT substitute in their child's classroom or grade level - even in an emergency situation. It puts the parent and the other children in a compromising position because it is often hard for a parent to take off the "parent hat" and put on the "substitute hat" when in a classroom.
- It is a good program for the district to use. Substitutes are of high quality and come back to our building many times so we are comfortable with who subs for us (the majority of time).
- I haven't used the service that often, but have been very pleased when I have used it. My only suggestion would be for Morgan Hunter to send an e-mail directly to the requesting teacher confirming that a sub has indeed been placed and the name of that individual. Including contact info for the sub is asking a lot, but would be great if possible.
MH: "As we move forward, we will discuss the possibility of 'confirmation' emails. However, we want to be sensitive to not overload email inboxes as substitutes accept jobs and then make changes to their schedules."
- I have been very pleased with the service of the MH staff - specifically we asked about subs with science certification for a long-term sub need and we got a list of 6 within about 2 hours.
- We love having Julie Koehn and Sara Gehrt in our building. You can ask anyone.
- It would be helpful to be able to have a "second choice" of substitute if my first choice is not available.
- Can I make a list of multiple favorites? How do I do that? How do I activate it to be used every time?
MH: "Yes. As noted above, we will provide written instructions and training upon request." Please see below for a summary of information provided to teachers regarding "favorites."
- There definitely needs to be an evaluation around 1st time or newly experienced subs. Some are simply not cut out for being a sub.

Comments and Responses (Cont.)

- The only frustration I see is the cost and compensation to substitutes- are we still competitive with neighboring Johnson County School Districts?
MH: "Currently the dollars paid to substitutes are lower than surrounding Johnson County school districts. However, we have increased the number of available substitutes and have been able to fill 100% of the requests this school year. This has been done without passing on any additional costs to the district. We will continue to monitor our competitiveness and communicate with district administration."
- I have had some Great subs and then some that are friendly but with NO education background and therefore have a hard time with lesson plans.
- I have had the pleasure to have outstanding substitutes for the last couple of years. I appreciate their hard work.
- It would be VERY helpful if Morgan Hunter would use our "preferred" list if our requested sub cannot take the job. Instead, the job is open for anyone to take. In my classroom, I have children on IEP's, 504's and students' with special situations. I need to be able to trust each sub that enters my classroom.
- When I am able to get my requested subs, I am usually happy with the results. When I can't get my request, I have not been happy with the results of random subs. Luke Hosler always does an exceptional job with students AND following lesson plans. It amazes me how many subs do NOT follow the plans!
MH: "We will continue to encourage teachers to complete the on-line evaluation for substitutes who exceed or might not meet expectations."
- I am very pleased with Amy Bauer. She is a great substitute.



De Soto Unified School District - SubFinder Process

Call Processor will call substitutes for:

Same day absences – 5:30 a.m. to 2:00 p.m.

Future absences – 4:30 p.m. to 10:00 p.m.

• **Absence Reporting Definitions:**

- **Requested Substitute** – Allows the teacher to select one specific substitute that can exclusively see that job assignment online or via the phone up until 12 hours before the start time.
- **Substitute Required** – Opens up the job assignment to sub pool, except those on that teacher's personal Exclusion List or Site Exclusion List.




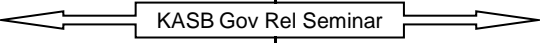
• **How the SubFinder Call Processor Works:**

- A teacher enters an absence and requests a specific substitute. If a substitute is not available to take a call for a requested job the call processor will hold the job for them until they can accept or reject it. Once it gets to 12 hours before start time, it changes the status to substitute required rather than substitute requested.
- If the requested substitute is unavailable the call processor then calls the remaining substitutes on that classroom teacher's personal preference list. Obviously the more substitutes on a teacher's preference list the better the chances are of getting someone in the classroom that they know and are more comfortable with.
- If everyone on a teacher's personal preference list is unavailable the call processor then starts calling the substitute teachers on the school's preference list. In some cases these lists are very similar but it will call anyone that hasn't been called from that teacher's personal preference list yet.
- After calling all the subs on a teacher's personal preference list and then on the school's preference list, the call processor will begin calling out to the general substitute pool. The substitutes have their own preference lists as well so it will only call the subs that named a specific grade/subject as a preference. This helps to eliminate the call processor calling subs that are not comfortable with that specific subject/grade.
- The call processor will NEVER call anyone on a teacher's personal exclusion list or anyone on the teacher's school exclusion list. Jobs are also NEVER visible online to a substitute that is on an exclusion list. Hence the importance of an exclusion list.

• **Preference and Exclusion Lists:**

- **Preference Lists** - You can submit a list of substitutes that you prefer to MHED. This does not guarantee that you will secure a sub on the list for your absence; it simply means that when the SubFinder call processor starts calling out for your absence, it will call the substitutes on your preference list first. Keep in mind that the sooner you report an absence the more likely you are going to get the substitute you want. Great subs are rarely available for last minute calls because they are requested in advance.
- **Exclusion Lists** - The SubFinder call processor will NEVER call anyone on your personal exclusion list!! If you are not satisfied with a substitute teacher, you may call or email MHED and we will place that substitute on your personal exclusion list. MHED can coach substitutes. If you were unhappy with a substitute but feel that the action can be corrected, please call us or complete an evaluation and let us know. We are happy to remedy the situation. We are committed to providing the most qualified substitute teachers possible for your classroom. Keep in mind if you add substitutes to your exclusion list for minor issues, this will decrease the number of substitutes available to you.

FEBRUARY 2010 BOE CALENDAR

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 6p BOE meeting	9	10 11:30a Shawnee Chamber Luncheon "State of the City" Shawnee Town Hall No School for Kdg Students Only Parent/Teacher Conferences	11 <i>Happy Birthday Tammy!</i>  No School for All Students Parent/Teacher Conferences	12 No School for All Students - K-5 Conferences, 6-12	13
14 	15 NO SCHOOL FOR STUDENTS AND STAFF  President's Day	16	17 11:30a Lenexa Chamber Luncheon "State of the City" DoubleTree Hotel, O.P. 	18	19	20
21	22	23	24	25	26	27
28	A LOOK INTO THE FUTURE 3/8- BOE meeting, 6 pm, Boardroom 3/12 - No School for Students / 1/2 Professional - 1/2 Workday 3/15-3/19 - SPRING BREAK 4/10-4/12 - NSBA Convention in Chicago, IL					



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Denis Johnson
Director of Facilities

Bond Projects Update:

The following is a status update on the bond initiative projects. With some favorable weather good progress was made on both projects thru November and early December. Some areas on both projects have decking and roofing installed so that some interior work can take place during inclement weather. The recent snow and cold snap have slowed masonry construction on both projects over the last two weeks and continued cold could hamper progress into the New Year.

Mill Valley High School Project Status –

- Site utility work, occupied building/construction separation and temporary egress paths were completed before the start of school. The gym renovation and bleachers are now complete.
- Foundation footings and floor slab work began in mid August and are now complete.
- Structural masonry work is progressing around the building and is 90% complete.
- Structural steel is complete on the west wing, gym and events lobby and is progressing around the east side of the building.
- Brick work is complete on the west wing, gym and events lobby.
- The west wing has roofing in place and interior work in progressing such as wall framing, electrical, plumbing and HVAC.

Belmont Elementary Project Status –

- Site utility work is completed and paving of Belmont Drive and the south parking lot have the base course in place.
- Foundation footings, floor slab and below floor slab electrical and plumbing work is complete.
- Structural masonry work will be complete is 90% complete.
- Bar joist and roofing have been installed in the gym area and joist and decking installation is progressing over the academic wings.
- Brick work is 50% complete in the gym/cafe area.
- Electrical, Plumbing and HVAC work is progressing throughout the building



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Denis Johnson
Director of Facilities

De Soto High School Addition –

- Program meetings were held with staff members and department supervisors to gather information for the schematic design.
- Schematic Design was completed in September.
- Schematic design review meetings were held with staff and department supervisors to establish more detailed information for the Design Development phase.
- The Design Development phase is near completion and drawing reviews will be scheduled in early November with staff and department supervisors.
- With direction from the Board of Education construction design phase is progressing on the arts addition, corridor/classroom link between the commons and east academic wing and the secure entry to the office.

Denis D. Johnson
Director of Facilities, USD 232



CONSTRUCTION OBSERVATION REPORT

De Soto Elementary School #7

HTK # 0811.01

DATE December 17, 2009

TIME 11:00am

TO 2:30pm

WEATHER Partly Cloudy

TEMPERATURE: HI 50 **LOW** 32

MATERIALS DELIVERED

Structural Steel, Brick Veneer, Door Frames, CMU, Insulation Air Barrier, Concrete, Roof Deck

CONSTRUCTION PROGRESS

Exterior/Site/Building:

- CMU installation continues in all Areas.
 - Area A CMU – 90% complete -
 - Area B CMU – 60% complete
 - Area C CMU – 40% complete
 - Area D CMU – 30% complete
- Brick Veneer has started at Area A – North & West Elevations of Gymnasium.
 - Cold weather procedures are in place due to the cold temperatures. Temporary tent is up for brick veneer installation.
- Structural Steel installation has started in Areas A & B.
- Roof Deck installation has started in Area A
- Hollow core concrete floor slab has been installed at Area B Mechanical Mezzanine.
- Exterior mechanical yard concrete pads have been installed.
- Mechanical, Electrical and Plumbing Rough-in continues in all Areas.
- Building transformer is on-site and installed on exterior concrete pad.
- Asphalt – base courses installed in south parking lot and bus loop.
- Belmont St. has been installed and approved by the City of Shawnee. This includes the concrete curbs and gutters.

ROUTING

- MEF
- TJP
- AJL
- File
-

COPIES TO:

- Original To File**.....HTK
- Princ. In Charge**.....Mark Franzen
- Project Manager**Travis Palangi
- Job Captain**Aaron Ledesma
- Owner Rep.**Denis Johnson

- Struct. Engineer**..... Greg Litterick
- Civil Engineer**..... Dan Brown/ Mike Haake
- MEPT Engineer**..... Carson Moser
- Const Manager**..... Kevin Blackwell/ Joel Grimmett
- Jobsite Super**..... Jeff McCracken

FIELD CONSTRUCTION PHOTOS



Area B – South Elevation looking East



Areas A & B – South Elevations looking North



Area A – East Elevation looking Northwest



Area B – Structural Steel installation looking East

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FIELD CONSTRUCTION PHOTOS CON'T



Area B – Structural Steel installation looking Northwest



Area B – Corridor B158 looking East



Area B – Discovery Area looking Southeast



Area C – Corridor C208 looking West

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FIELD CONSTRUCTION PHOTOS CON'T



Area C looking Northwest



Area B – Alternate 2 classrooms looking South



Area B – Alternate Classrooms – East Elevation looking N.



Area B looking West

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FIELD CONSTRUCTION PHOTOS CON'T



Area B – Media Center B132 looking East



Area C – West Elevation looking North



Area D looking Northwest



Area D – Corridor D259 looking West

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FIELD CONSTRUCTION PHOTOS CON'T



Area A – North Elevation – Brick Veneer installation



Area A – Corridor A100 – Weather protection installation



Area A – Staff Development A108 looking South



Area A – Corridor A100 looking South

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FIELD CONSTRUCTION PHOTOS CON'T



Area A – Art A110 looking South



Area A – Exterior mechanical yard – pad installation



Area A – South entrance into Cafeteria looking West



Area A – Kitchen suite looking Northeast

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FIELD CONSTRUCTION PHOTOS CON'T



Area A – South opening into Mechanical Mezzanine



Area A – West opening into Mechanical Mezzanine



Area A – East low roof area – Roof Deck installation



Area A – Mechanical Mezzanine

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FIELD CONSTRUCTION PHOTOS CON'T



Area A – Gym looking from Mechanical Mezzanine



Area A – West Elevation – Cold weather protection for Brick



Areas A & D – West elevations looking East



Northwest corner of site looking back at building.

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CONSTRUCTION UP-DATE NUMBER 3
De Soto Mill Valley High School

DATE OF REPORT: January 5, 2010

The construction status is as follows:

- All concrete slab on grade is poured
- West classroom addition has the roof dried in [final roofing plys yet to be installed]
- Metal stud walls are being erected and drywall is being stocked in west classroom addition
- Electrical rough-in is underway in west classroom addition
- Brick veneer is being installed on west classroom addition
- Gymnasium is bricked and the roof structure is in place awaiting roofing
- Masonry walls, to the right of the main entry, are being erected at this time
- The bleacher installation in the existing gymnasium is complete
- Shop submittals continue to come in from the Contractors for review and comment
- The cold weather is impacting exterior work

HOLLIS + MILLER ARCHITECTS

Ed Carlson

Attachment

pc: 0878-7M

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Photo 1: The Event Lobby and Auxiliary Gym taken from Prairie Ridge



Photo 2: The Event Lobby with applied air barrier



Photo 3: The West Classroom Addition taken from Prairie Ridge



Photo 4: The West Classroom Addition taken from Prairie Ridge



Photo 5: Construction going on around the two permanent Corridors on the front of the building



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De Soto – Shawnee – Lenexa – Olathe
w w w . u s d 2 3 2 . o r g

Date: January 11, 2010
To: Board of Education
From: Earl Martin, Director of Teaching & Learning, Kimberly Barney, Associate Director of Teaching & Learning and Kelly Ott, Coordinator of Teaching & Learning
Re: District-Wide Differentiated Professional Development Day, January 4, 2010

Purpose

The purpose of this report is to update the Board of Education on the district-wide Professional Development Day held at Lexington Trails MS on January 4th, involving all certified staff in the district.

Summary

Professional Development is critical to the on-going learning needs of certified staff, and the January 4th “Differentiated Day” is the center piece of the De Soto School District professional development, providing over 140 different learning sessions for over 550 certified staff in the district. The theme of the day was “Continuous Improvement,” and staff have an opportunity to choose topics of interest. Over 120 district colleagues offered their expertise to present these sessions.

Some of the topics presented were: core curricular topics in reading and math, science and social studies, as well as technology applications, classroom management, assessment, differentiating instruction, critical thinking, exploratory topics, and many, many more. Collaboration time was also provided for K-12 district collaboration and building collaboration.

An effort was made to inform and involve the local community in this district-wide event. Some local businesses offered coupons/door prizes for presenters.

Staff members submit an evaluation of their sessions, and these evaluations are reviewed for future consideration. A surprise highlight of the day was the “Shuttle Service” provided by Dr. Wimmer, Dr. Schmidt, Alvie Cater, Jack Deyoe for those parked further away in the DHS north parking lot. Initial staff comments were very positive about the learning benefits of the day.