

<b>Revised Agenda</b>	<p>Regular Board of Education Meeting Unified School District No. 457</p> <p>Thursday, September 24, 2020 – 5:00 p.m. Board Meeting Room, Educational Support Center 1205 Fleming Street, Garden City, Kansas</p>
<b>Board of Education Members:</b>	Lara Bors, Tim Hanigan, Dana Nanninga, Janene Radke, Mark Rude, Jennifer Standley, Alex Wallace

- A. PLEDGE
- B. APPROVAL OF AGENDA – with the following amendment:
  - 1. Additional classified personnel actions for consideration, Item #C-3.

	<b>Consent Agenda</b>
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- C. CONSENT AGENDA
  - 1. MINUTES of the September 14, 2020 Board of Education Meeting.
  - 2. ACCOUNTS PAYABLE totaling \$5,607,945.83, noting that all major accounts contain adequate balances to meet current obligations.
  - 3. PERSONNEL – all certified and classified personnel actions as presented.
  - 4. OTHER
    - a. Consider approval of the Child and Adult Care Food Program Agreement for the 2020-21 school year between Kansas State Department of Education and USD 457 Garden City Public Schools.

	<b>Discussion Items</b>
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**D. NEXT BOARD MEETING** - THE NEXT MEETING OF THE BOARD OF EDUCATION WILL TAKE PLACE ON MONDAY, OCTOBER 12, 2020 AT 6:00 P.M. IN THE BOARD MEETING ROOM AT THE EDUCATIONAL SUPPORT CENTER, 1205 FLEMING STREET, GARDEN CITY, KANSAS.

	<b>Adjournment</b>
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**E. ACCOUNTS PAYABLE REVIEW: JENNIFER STANDLEY AND MARK RUDE**

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, September 14, 2020; 6:00 p.m.**

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The Board of Education of Garden City USD 457 met in regular session on Monday, September 14, 2020, at 6:00 p.m. in the Board Meeting Room, 1205 Fleming Street, Garden City, Kansas 67846.

Board members present were Lara Bors, Tim Hanigan, Dana Nanninga, Janene Radke, Mark Rude and Alex Wallace. Joining board members at the conference table was Superintendent, Steven Karlin. Also in attendance were Heath Hogan, Deputy Superintendent; Glenda LaBarbera, Assistant Superintendent of Student Services; and KJ Knoll, Financial Officer. Approximately 15 observers were present in the audience.

Lara Bors, President, called the meeting to order at 6:00 p.m. The meeting opened with the Pledge of Allegiance.

**APPROVAL OF AGENDA**

	Bors	Hanigan	Nanninga	Radke	Rude	Wallace
Motion						X
Second				X		
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** That the Board of Education approve the meeting agenda with the following amendments:

1. Additional certified and classified personnel actions for consideration, Item #E-3.

**DELEGATIONS, Q & A, PUBLIC COMMENTS, (a speaker or group will be allotted five minutes to speak after signing a request to address the Board of Education), RECOGNITIONS, COMMITTEE REPORTS:**

Recognition of Adam Kennington, a 12<sup>th</sup> grade student at Garden City High School for being named a National Merit Semi-Finalist. Dr. Syng introduced Adam Kennington. He is the 51<sup>st</sup> National Merit Semi-Finalist from Garden City High School.

Wyatt Smith requested to address the Board of Education in regards to the data being used to determine the decision making for level changes within the District. He was given five minutes to present his information to the Board.

Jan Kennedy requested to address the Board of Education in regards to wearing masks and the District moving to Level 4. She was given five minutes to present her information to the Board.

Shelly Smith requested to address the Board of Education in regards to the COVID levels in the District. She was given five minutes to present her information to the Board.

**CORRESPONDENCE - None.**

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**APPROVAL OF CONSENT AGENDA**

	Bors	Hanigan	Nanninga	Radke	Rude	Wallace
Motion						X
Second					X	
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** That the Board of Education approve all consent agenda items as amended. Approved actions are as follows:

1. **MINUTES** of the August 24, 2020 Board of Education Meeting - approved as presented.
2. **ACCOUNTS PAYABLE** totaling \$5,667,314.43, noting that all major accounts contain adequate balances to meet current obligations - approved as presented.
3. **PERSONNEL** - approved all certified and classified personnel actions as follows:
  - a. **Certified**

Resignations: Cody Bernbeck will be released from his 2020-21 contract contingent upon receipt of payment for the \$4,000 liquidated damages fee. A suitable replacement has been found for his position.

Transfers:

    - Jessica Algrim - from kindergarten position at Victor Ornelas Elementary School to remote kindergarten position at Florence Wilson Elementary School.
    - Ciara Crandall - from fourth grade position at Florence Wilson Elementary School to remote second grade position at Georgia Matthews Elementary School.
    - Dianna Deniston - from third grade position at Jennie Wilson Elementary School to remote third grade position at Florence Wilson Elementary School.
    - Nicole Fuchs - from first grade position at Abe Hubert Elementary School to remote second grade position at Georgia Matthews Elementary School.
    - Gayle Jackson - from first grade position at Jennie Barker Elementary School to remote first grade position at Georgia Matthews Elementary School.
    - Anita Palmer - from fourth grade position at Buffalo Jones Elementary School to remote fourth grade position at Georgia Matthews Elementary School.
    - Leslie Stillian - from remote third grade position at Georgia Matthews Elementary School to remote third grade position at Florence Wilson Elementary School.
    - Vanessa Vital - from kindergarten position at Abe Hubert Elementary School to remote kindergarten position at Florence Wilson Elementary School.

Position Changes:

    - Deborah Adler - from .75 science / .25 English as second language position at Jennie Barker Elementary School to first grade position at Jennie Barker Elementary School.
    - Morgan Allaman - from kindergarten position at Florence Wilson Elementary School to remote kindergarten position at Florence Wilson Elementary School.
    - Desiree Delehant - from fifth grade mathematics position at Charles Stones Intermediate Center to fifth grade mathematics/science position at Charles Stones Intermediate Center.
    - Rosita Estrada - from fourth grade position at Georgia Matthews Elementary School to remote fourth grade position at Georgia Matthews Elementary School.

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- Jessica Falor – from early childhood special education position at Garfield Early Childhood Center to remote early childhood special education position at Garfield Early Childhood Center.
- Katy Gerke – from third grade position at Buffalo Jones Elementary School to fourth grade position at Buffalo Jones Elementary School.
- Traci Heiman – from remote kindergarten position at Georgia Matthews Elementary School to remote first grade position at Georgia Matthews Elementary School.
- Mellaina Johnson – from virtual position at Kenneth Henderson Middle School to virtual position at Kenneth Henderson Middle School and Horace Good Middle School.
- Hallie Kristalyn – from computer keyboarding position at Charles Stones Intermediate Center to remote fifth grade position at Charles Stones Intermediate Center.
- Erica Meng-Garcia – from .50 first grade position at Edith Scheuerman Elementary School to 1.0 second grade position at Edith Scheuerman Elementary School.
- Laci Moore – from mathematics position at Horace Good Middle School to English as second language position (.5 014 / .5 076) position at Horace Good Middle School.
- Moises Navarro Sepulveda – from second grade position at Buffalo Jones Elementary School to third grade position at Buffalo Jones Elementary School.
- Kathryn Ochampaugh – from fifth grade communications position at Charles Stones Intermediate Center to remote fifth grade position at Charles Stones Intermediate Center.
- Sarah Shrimplin – from .50 first grade position at Edith Scheuerman Elementary School to 1.0 science position at Edith Scheuerman Elementary School.
- Shane Smith – from English as second language position (.5 014 / .5 076) position at Horace Good Middle School to middle school virtual position at both Horace Good Middle School and Kenneth Henderson Middle School.
- Stacy Stucky – from fifth grade science/ social studies position at Charles Stones Intermediate Center to fifth grade social studies/English language arts position at Charles Stones Intermediate Center.
- Brian Watkins – from science position at Garden City High School to physical education position at Garden City High School.

Position Request:

- Closed 1.0 second grade position at Buffalo Jones Elementary School.
- Closed 1.0 first grade position at Edith Scheuerman Elementary School.

Contracts: Included on page 7 of these minutes.

Supplemental Contracts: Included on pages 7-12 of these minutes.

Rule 10 Coaches: Included on page 12 of these minutes.

**b. Classified**

Appointments: Frances Cox, Hailey Dart, Katherine Hernandez, Caroline Martinez Portillo, Chelsea McCallium, Gabriela Salazar, Shayla Seibert, Gloria Garcia, Lizette Ibarra, Marcelina Salinas

Resignations: Lucinda Archuleta, Ana Arzate Lara, Mayra Carrera de Bergen, Esmerelda Carrillo, Anysia Navarrete, Geyla Varela

Other:

- Darlene Lucas – Human Resource Coordinator for the 2020-21 school year.
- Increased hours of nutrition assistant (Vicki Galliant) from 5.5 hours per day to 6.0 hours per day.

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- Moved a 1.0 paraprofessional position from Victor Ornelas Elementary School to Garfield Early Childhood Center. Angie Guzman will move with the position.
- Moved a 1.0 paraprofessional position from Victor Ornelas Elementary School to Garden City High School. Elisa Wallace will move with the position.
- Moved an open 1.0 paraprofessional position from the Therapeutic Education Program to Edith Scheuerman Elementary School.
- Moved an open 1.0 paraprofessional position from Kenneth Henderson Middle School to garden City High School.

**4. OTHER**

- a. Clinical Contract Agreement between Garden City Community College and USD #457, Garden City Public Schools for student use of our clinical facilities for the 2020-21 school year – approved as presented.
- b. Kansas After School Enhancement Grant Program by Kansas State Department of Education for the 2020-21 school year – approved as presented.
- c. Kansas Middle School After School Activity Advancement Grant by Kansas State Department of Education for the 2020-21 school year – approved as presented.
- d. Curriculum Council Items – approved as presented.
  - Comprehensible Input Membership – to enhance current offering of Spanish content at Garden City Alternate Education Center
  - Basic Art – Remote Learning for Secondary Special Education
  - Basic PE – Remote Learning for Secondary Special Education
  - Edgenuity Spanish and French – elective choices for middle school students
  - Edgenuity Social and Emotional Classes – elective choices for middle school students

**CURRICULUM REPORTS**

1. Dyslexia Services – Suzette Goldsby-Lewis, Coordinator of Professional Development and Monica Diaz, Coordinator of Language and Literacy presented the following information:
  - Kansas Definition of Dyslexia
  - Characteristics
  - State Training Expectations
  - USD 457 Training Plan
  - Assessments
  - Evidence Based Reading Instruction

Board members questions were answered.

2. COVID Response Plan Report – Glenda LaBarbera, Assistant Superintendent of Student Services presented information on the things schools are doing in regards to COVID such as marking entries and halls for social distancing; using hooks on desks to hang bags and masks; sneeze guards; foot-powered hand sanitizer machines; and posting signs to remind everyone to wear a mask and wash their hands. She also presented data on students and staff COVID symptoms and testing results.

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Board members questions were answered.

**NEW BUSINESS**

1. District Communication Plan – Roy Cessna, Public Information Coordinator and Amanda Harms, Assistant Public Information Coordinator presented the following information:

- Target audiences
- Ongoing Communication Efforts
- Goals and Strategies
- Evaluation and Measurement

Board members questions were answered.

**BOARD OPEN DISCUSSION**

Mark Rude stated he appreciated the information received regarding the COVID Plan.

Janene Radke stated that it appears that things are going well so far this school year.

Dana Nanninga stated that she has heard a lot of positive comments about the start of the school year.

Tim Hanigan stated that our COVID numbers are relatively low because we are successfully carrying out the plan and it's important to continue doing that.

Alex Wallace stated he appreciates everything everyone in the district is doing to stay on top of things related to COVID.

Lara Bors stated she wants the board to look at a new system KASB is supporting for our board books. She also stated that she would like the board to present at the KASB conference about our Crystal Apple Award. The KASB conference will be virtual this year and will take place the first weekend of December. She stated that she hopes a topic on KASB legislative agenda will be to get better internet connectivity for our community.

Dr. Karlin stated that the district has been working on longer term solutions for internet connectivity. He stated that there are some federal relief packages and the SPARK funds that we hope can be used to help with this issue. Dr. Karlin thanked Mr. Perea and his leadership with GCEA. He also thanked the nurses in the district who have done a phenomenal job with the start of school related to COVID.

**NEXT BOARD MEETING - THE NEXT MEETING OF THE BOARD OF EDUCATION WILL TAKE PLACE ON THURSDAY, SEPTEMBER 24, 2020, AT 5:00 P.M. IN THE BOARD MEETING ROOM AT THE EDUCATIONAL SUPPORT CENTER, 1205 FLEMING STREET, GARDEN CITY, KANSAS.**

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Motion						X
Second		X				
Aye	X	X	X	X	X	X
Nay						
Abstain						

**EXECUTIVE SESSION** - the following action was taken.

**Motion:** That the Board of Education go into executive session for 30 minutes, to discuss an individual employee's performance pursuant to the non-elected personnel exception under KOMA, beginning at 8:05 p.m. and the open meeting will resume in the Board Meeting Room at 8:35 p.m. I would like to invite Dr. Karlin to join us in executive session.

Dr. Karlin stepped out of Executive Session at 8:32 p.m.

The open meeting resumed in the Board Meeting Room at 8:35 p.m. No binding action was taken.

	Bors	Hanigan	Nanninga	Radke	Rude	Wallace
Motion						X
Second				X		
Aye	X	X	X	X	X	X
Nay						
Abstain						

**ADJOURNMENT** - There being no further business to come before the board, the following action was taken.

**Motion:** That the Board of Education meeting be adjourned at 8:35 p.m.

Respectfully submitted,

Approved:

\_\_\_\_\_  
Stephanie DeLoach, Clerk

\_\_\_\_\_  
Lara Bors, President

**CONTRACTS:**

The following staff attained categorical advancement as of September 1, 2020:

Alexander, Becky	BS+45 to MS	Kenemer, Jana	MS to MS+15
Bailey, Nathaniel	BS to BS+30	Luna, Morgan	MS to MS+15
Bayer, Matthew	GR1 to GR2	Lundgren, Meghan	BS to BS+15
Bendert, Lauren	BS+15 to BS+30	Lunzmann, Dawni	MS+15 to MS+30
Bevis, Logan	BS to BS+15	Marchant, Elizabeth	BS+15 to BS+30
Combs, Anne	MS to MS+15	Martinez, Beatriz	BS+15 to BS+30
Copeland, Kasey	MS+30 to MS+45	Miller, April	BS+30 to BS+45
Cruz, Mark Shera	BS+45 to MS	Myatt, Kelly	MS to MS+15
Cundiff, Heidi	BS to BS+15	Neeb, Sarah	BS to BS+15
Darter, David	MS+15 to MS+30	Ochs, Brandy	GR1 to GR2
Drubinskiy, Yuriy	BS+30 to MS	Olinger, Alexander	BS+30 to MS
Elliott, Charidy	BS+30 to BS+45	Powers, Ashley	BS+45 to MS
Elliott, Diane	MS+30 to MS+45	Radke, Michael	BS+15 to BS+30
Felvus, Mark	GR3 to GR4	Rienbolt, Paxton	BS+30 to MS
Frey, Rozalynn	MS+15 to MS+30	Shrimplin, Emily	BS+30 to BS+45
Galpin, Gina	GR1 to GR2	Smith, Eric	BS to BS+15
Garrison, Melanie	MS+30 to MS+45	Stoppkottee, Ariel	BS+15 to MS
Gottspomer, Asa	BS to BS+15	Strecker, Janna	MS to MS+15
Haggard, Amber	BS+30 to BS+45	Sullivan, Lucas	GR1 to GR2
Hamlin, Emily	MS+15 to MS+30	Urrutia, Ana	MS+30 to MS+45
Hayse, Melissa	BS+45 to MS	Varela, Yesenia	BS to BS+15
Heiman, Traci	MS to MS+15	Wells, Abbie	BS to BS+15
Hoff, Ericka	MS+15 to MS+30	Wilson, Nancy	MS+15 to MS+30
Hopkins, Dustin	BS+15 to MS	Wyatt, Annette	MS+30 to MS+45

**SUPPLEMENTAL CONTRACTS:**

Aburto, Exna	GE	Supplemental SPED	Armstrong, Kae Lee	HS	School Counselor HS
Ackerly, Jeremy	HS	Basketball Boys A/C	Armstrong, Kae Lee	HS	Sponsor Nat'l Honor Soc
Ackerly, Jeremy	KH	Football A/C	Armstrong, Jennifer	FW	SAT Team Member
Adler, Deborah	JB	SAT Team Member	Armstrong, Jennifer	FW	School Counselor Elem
Alexander, Becky	GM	SAT Team Member	Armstrong, Jennifer	FW	Teacher in Charge
Alexander, Becky	GM	Lead Instr Kdg	Arteaga, Stephanie	BJ	Bilingual, Level 2
Algrim, Jessica	FW	Bilingual, Level 1	Atchley, Beth	HS	Inst Leader Math
Algrim, Dustin	KH	Cross Country A/C	Atchley, Beth	HS	Academy Leader
Algrim, Dustin	KH	Basketball Girls A/C	Bailey, Trista	HS	Volleyball H/C
Algrim, Dustin	KH	Sponsor Yearbook	Bailey, Nathaniel	HS	Football A/C
Algrim, Jillian	PL	SAT Team Member	Bailey, Nathaniel	HS	Basketball Girls A/C Head
Algrim, Derek	HS	Cross Country A/C	Baker, Paula	HG	SAT Team Member
Algrim, Derek	HG	Basketball Boys H/C	Base, Erik	HS	Basketball Boys A/C
Algrim, Derek	HG	Basketball Girls H/C	Base, Erik	HS	Football A/C Head
Algrim-Penner, Jacquelin	ST	School Counselor Inter	Bates-Aronson, Alana	HG	Science Olympiad H/C
Alvarado, Sylvia	AB	Bilingual, Level 2	Bates-Aronson, Alana	HG	Volleyball A/C
Alvarez, Sarai	BJ	Bilingual, Level 1	Bayer, Matthew	KH	Supplemental Overload
Alvarez, Miguel	HS	SAT Team Member	Beard, James	HS	Supplemental Overload NS
Alvarez, Miguel	KH	Soccer Boys A/C	Beaver, Teri	HG	Supplemental SPED
Alvarez, Miguel	HS	Bilingual, Level 2	Beckstrom, Tasha	HG	Supplemental SPED
Alvarez, Miguel	HS	School Counselor HS	Bendert, Lauren	GW	SAT Team Member
Amos, Alyson	AE	SAT Team Member	Bendert, Lauren	GW	Supplemental SPED
Amos, Alyson	AE	Lead Instr Third Grade	Bendert, Lauren	GW	Teacher in Charge
Anaya Alarcon, Jose	HG	Bilingual, Level 2	Berg, Heidi	AE	Nat'l Board Certification
Anderson, Amy	HS	Inst Leader Computer	Bernbeck, Cody	HS	Football 9th H/C
Archuletta, Amber	GE	SAT Team Member	Bevis, Logan	HS	Basketball Girls 9th H/C
Archuletta, Amber	GE	Supplemental SPED	Biernacki, Janae	KH	Inst Leader Interv
Arellano, Emily	AE	SAT Team Member	Bjurstrom, Jenny	AE	Bilingual, Level 2

Bjurstrom, Jenny	AE	Teacher in Charge	Dinkel, Brian	KH	Soccer Boys H/C
Blankinship, Catherine	AE	Bilingual, Level 2	Dinkel, Brian	KH	Sponsor Stuco
Blevins, Cydney	KH	Volleyball H/C	Dinkel, Brian	KH	Inst Leader Math
Boaldin, Tara	JB	SAT Team Member	Dinkel, Brian	KH	Supplemental Overload
Brandt, Aimee	HS	Sponsor Scholars Bowl	Dortch, Ember	HS	Sponsor FBLA
Brandt, Rebecca	JW	SAT Team Member	Dortch, Ember	HS	SAT Team Member
Brandt, Rebecca	JW	Teacher in Charge	Doull, Megan	KH	Inst Leader Soc Stud
Brimm, Buffi	ST	Supplemental SPED	Drake, Kayla	ST	SAT Team Member
Brimm, Buffi	EC	Supplemental IEP Trainers	Drubinskiy, Yuriy	HS	Sponsor Robotics
Burnfin, Rebecca	SI	Lead Instr Sixth Grade	Drubinskiy, Sarah	ST	Supplemental SPED
Burnfin, Rebecca	SI	SAT Team Member	Drubinskiy, Sarah	ST	Sponsor Robotics
Burnfin, James	HS	Supplemental Overload NS	Dubois, Violet	HG	Volleyball H/C
Burns, Emily	FW	Supplemental SPED	Dubois, Violet	HG	Music Band Director
Burns, Emily	FW	SAT Team Member	Dubois, Violet	KH	Music Band Director
Bustamante, Joanna	GE	School Counselor Elem	Dubois, Violet	HG	Theatre Manager
Butcher, Kelly	HS	Sponsor Robotics Asst	Duncan, Virginia	HS	Sponsor AVID
Cady, Lisa	ES	SAT Team Member	Duran, David	HS	Inst Leader Soc Stud
Cady, Brett	HG	Wrestling A/C	Duran, David	HS	Supplemental Overload NS
Carlson, Adanari	AB	Supplemental SPED	Eckols, Bethany	GE	Supplemental SPED
Carlson, Adanari	AB	Bilingual, Level 2	Edmonds, Aileen	AE	Music Vocal Director
Caro, Adriana	HG	Bilingual, Level 2	Edwards, Jay	AT	Teacher in Charge
Caro, Adriana	HG	Supplemental Overload	Edwards, Lindsay	AB	Supplemental SPED
Carr, Kristine	SI	Supplemental SPED	Elchuck, Isabel	KH	Inst Leader ESL
Carr, Kristine	SI	SAT Team Member	Elliott, Ryan	SI	Music Band Director
Carrillo, Mary	GE	Bilingual, Level 2	Elliott, Ryan	AB	Lead Instr Music
Carrillo, Mary	GE	Supplemental SPED	Elliott, Diane	PL	Teacher in Charge
Casados, Antonia	FW	Bilingual, Level 2	Elliott, Diane	PL	Supplemental SPED
Castaneda Bautista, Ana	AE	Bilingual, Level 2	Erives, Maria	BJ	Bilingual, Level 2
Castaneda Bautista, Ana	AE	SAT Team Member	Falor, Jessica	GE	Supplemental SPED
Castaneda Bautista, Ana	AE	School Counselor Elem	Felvus, Jennifer	KH	Volleyball A/C
Castillo Meraz, Jacquelin	GE	Bilingual, Level 2	Fisher, Brandon	HS	SAT Team Member
Cessna, Wynema	GW	Music Vocal Director	Fisher, Brandon	HS	School Counselor HS
Chamberlain, Daniel	ES	Teacher in Charge	Flores, Julisa	AB	Bilingual, Level 2
Chavarria, Marisol	SI	Bilingual, Level 2	Ford, John	HS	Weight Program Fall
Cheatwood, Breanne	HG	Sponsor Stuco	Ford, Sharon	AE	Supplemental SPED
Combs, Anne	HS	Bilingual, Level 2	Ford, Megan	EC	Staff Development Council
Combs, Anne	HS	Academy Leader	Freeland, Kimberly	AE	Lead Instr Physical Educ
Copeland, Kasey	HS	Forensics A/C	Frey, Rozalynn	JW	SAT Team Member
Copeland, Kasey	HS	Supplemental Overload NS	Fritz, Mandy	KH	Inst Leader Library
Crook, Natalie	FW	Supplemental SPED	Garcia, Daniella	GW	Bilingual, Level 2
Crump, Taylor	HS	Supplemental SPED	Garrison, Melanie	EC	Supplemental SPED
Currin, Kimberly	JW	Sponsor Robotics	Gere, Sarah	GE	SAT Team Member
Curtis, Hannah	AE	Bilingual, Level 1	Gere, Sarah	GE	Teacher in Charge
Curtis, Hannah	AE	SAT Team Member	Gere, Sarah	GE	Lead Instr Early Childhood
Curtis, Hannah	AE	Supplemental SPED	Gerstberger, Amber	HG	Supplemental SPED
Curtis, Hannah	EC	Supplemental IEP Trainers	Gerstberger, Amber	HG	SAT Team Member
Degenhardt, Cheryl	ES	Music Vocal Director	Gerstberger, Amber	HG	Volleyball A/C
Deibert, Leora	GW	SAT Team Member	Gibson, Glenda	AT	Supplemental SPED
Deibert, Leora	GW	Sponsor Robotics	Gibson, Glenda	TE	Teacher in Charge
DeLeon, Mary	HS	Bilingual, Level 2	Gillan, Darlene	HS	Supplemental SPED
DeLeon, Mary	HS	Supplemental Overload	Gillan, Darlene	HS	Inst Leader SPED
Dennis, Breann	HS	SAT Team Member	Gillan, Darlene	EC	Supplemental IEP Trainers
Dennis, Breann	HS	School Counselor HS	Glass, Scott	HS	Sponsor Robotics Asst
Deschaine, Zoe	JW	Music Vocal Director	Glass, Scott	HS	Inst Leader Science
Devgan, Rajneesh	HS	SAT Team Member	Glass, Scott	HS	Academy Leader
Devgan, Rajneesh	HS	Supplemental Overload NS	Godwin, Haley	FW	Sponsor Robotics
Devgan, Rajneesh	HS	Sponsor Scholars Bowl	Golay, Amy	JW	Sponsor Robotics
Dinkel, Brian	KH	SAT Team Member	Gorman, Kelley	ST	SAT Team Member

Gottspomer, Asa	HS	Football A/C	Hunt, Rebecca	VO	Sponsor Robotics
Goytia, Sandra	KH	Bilingual, Level 2	Jennings, Amy	JW	SAT Team Member
Graham, Dawn	GM	Supplemental SPED	Johnson, Dana	HS	Forensics A/C
Graham, Dawn	GM	Sponsor Robotics	Johnson, Dana	HS	Supplemental Overload NS
Greenberg, Joshua	HS	Inst Leader Art	Johnson, Dana	HS	SAT Team Member
Greene, Mindy	ST	School Counselor Inter	Johnson, Dana	HS	Debate A/C
Greenlee, Matthew	SI	Supplemental SPED	Johnson, Jana	FW	Music Vocal Director
Groth, Justin	HG	Wrestling A/C	Juel, Lisa	TE	Supplemental SPED
Gude, Katie	ES	Supplemental SPED	Kalarikkal, Biju Ramanthan	HS	Supplemental Overload NS
Gum, Suzanne	HG	Supplemental SPED	Kang, Yeena	HS	Music Orchestra Dir Asst
Gutierrez Mendoza, Fabiola	GE	Bilingual, Level 2	Kang, Yeena	HS	Music Vocal Director Asst
Guymon, Mary	HG	SAT Team Member	Kang, Yeena	HS	Music Band Director Asst
Guymon, Mary	HG	School Counselor MS	Kasper, Joni	HG	Volleyball A/C
Haggard, Amber	HG	Basketball Girls A/C	Kendrick, Kayla	GM	Teacher in Charge
Hahn, Melissa	SI	SAT Team Member	Kennedy, Jan	VO	Music Vocal Director
Hahn, Kathryn	ST	Teacher in Charge	Kenemer, Jana	SI	School Counselor Inter
Hamlin, Brynne	VO	SAT Team Member	Kent, Michelle	GM	Bilingual, Level 1
Hamlin, Brynne	VO	Supplemental SPED	Kilgore, Rebecca	ST	Supplemental SPED
Hamlin, Emily	HS	SAT Team Member	Kitch, Danica	GM	Supplemental SPED
Hamlin, Emily	HS	School Counselor HS	Kitch, Danica	EC	Supplemental IEP Trainers
Harris, Amy	KH	Sponsor Robotics	Koehn, Glenda	HG	SAT Team Member
Harris, Cheryl	AB	SAT Team Member	Koehn, Glenda	HG	School Counselor MS
Hays, Lori	HG	Supplemental SPED	Koehn, Rocio	GE	Bilingual, Level 1
Hays, Lori	HG	Basketball Boys A/C	Kuhlman, Brittney	KH	Inst Leader Science
Hays, Lori	HG	Basketball Girls A/C	Kyler, Karen	GE	Supplemental SPED
Hayse, Melissa	HS	Supplemental SPED	Lamm, Jerica	GW	Nat'l Board Certification
Henningsen, Trevor	PL	SAT Team Member	Lappin, Layla	HS	Supplemental SPED
Hensley, Melissa	HS	Nat'l Board Certification	Lappin, Layla	EC	Supplemental IEP Trainers
Hensley, Melissa	HS	Sponsor FFA Asst	Lappin, Paul	HS	Supplemental SPED
Hernandez, Marisela	GE	Bilingual, Level 2	Lappin, Paul	HS	Wrestling A/C - Head
Hernandez, Mallory	ST	SAT Team Member	Lappin, Paul	HS	Supplemental Overload
Hernandez, Elida	BJ	Bilingual, Level 2	Leader, Kurt	TE	Supplemental SPED
Herrera, Martha	FW	Bilingual, Level 2	Leader, Kurt	HG	Football A/C
Hill, Bradley	HG	Football H/C	Leader, Kurt	HS	Basketball Boys A/C Head
Hill, Bradley	HS	Basketball Girls A/C	Lee, Rachel	HS	Supplemental Overload NS
Hill, Michael	SI	Sponsor Robotics	Lee, Andrew	KH	Basketball Boys A/C
Hill, Kimberly	BJ	Supplemental SPED	Limberg, Devin	HS	Football 9th A/C
Hill, Brian	HS	Football H/C	Limberg, Devin	KH	Basketball Boys A/C
Hill, Brian	HS	Supplemental Overload	Linenberger, Krista	HS	Cross Country H/C
Hill, Brian	HS	Weight Program Winter	Linenberger, Kevin	KH	Basketball Boys H/C
Hilt, Alice	HS	Inst Leader Speech/Drama	Linenberger, Kevin	KH	Basketball Girls A/C
Hilt, Alice	HS	Drama H/C	Linenberger, Kevin	KH	Football H/C
Hilt, Alice	HS	Theatre Manager	Lobmeyer, Elizabeth	PL	Bilingual, Level 2
Hilt, Alice	HS	Musical Director	Long, Karan	HS	Supplemental Overload NS
Hilt, Robyn	HS	Drama A/C	Loya, Juana	BJ	Bilingual, Level 2
Hilt, Robyn	HS	Sponsor FCCLA	Loya, Juana	BJ	SAT Team Member
Hilt, Robyn	HS	Musical Director Asst	Loya, Juana	BJ	School Counselor Elem
Hilt, Robyn	HS	Inst Leader FACS	Loya, Juana	BJ	Lead Instr Counselor
Hodde, Cecilia	KH	Sponsor Robotics	Lujan, Sahyra	VO	Bilingual, Level 2
Holguin, Carady	KH	Supplemental SPED	Luna, Morgan	FW	SAT Team Member
Holloway, Jacy	HS	Basketball Boys H/C	Luna, Benjamin	SI	SAT Team Member
Holloway, Jacy	HS	Football A/C	Luna, Benjamin	SI	Teacher in Charge
Holloway, Jacy	HS	Supplemental Overload	Lundgren, Neil	VO	SAT Team Member
Hopkins, Dustin	HS	Supplemental SPED	Lundgren, Neil	HS	Swim Boys A/C
Howard, Bethany	JB	Supplemental SPED	Lundgren, Neil	VO	Sponsor Robotics
Howard, Bethany	HS	Bowling A/C	Lundgren, Neil	VO	Lead Instr Science
Howard, Bethany	JB	Teacher in Charge	Lynch, Ashley	EC	Staff Development Council
Howell, Matilda	HG	Volleyball A/C	Lynch, Ashley	HS	Inst Leader Soc Stud

Madera, Lorena	GW	SAT Team Member	Nikkila, Jordyn	HS	Basketball Girls A/C
Madera, Lorena	GW	Bilingual, Level 2	Nikkila, Jordyn	KH	Volleyball A/C
Madera, Lorena	GW	Teacher in Charge	Nordby, Kristi	HG	SAT Team Member
Maldonado, Elisabeth	HS	Sponsor FCCLA	Ochampaugh, Kevin	AB	Music Vocal Director
Maldonado, Elisabeth	HS	Sponsor Buff Grille	Olinger, Alexander	HS	Bilingual, Level 2
Marchant, Elizabeth	GE	Supplemental SPED	Oman, Kathryn	BJ	Music Vocal Director
Martin, Kelsey	AB	Nat'l Board Certification	Orrantia, Vilma	AE	Bilingual, Level 2
Martinez, Maria	AE	Bilingual, Level 2	Ortiz, Anthony	HG	Football A/C
Martinez, Cynthia	GM	Sponsor Robotics	Ortiz, Laura	SI	SAT Team Member
Martinez, Beatriz	HS	Bilingual, Level 2	Ortiz, Laura	SI	Bilingual, Level 2
Martinez, Beatriz	HS	Sponsor Folkloric/Latin	Ortiz, Leginia	KH	Supplemental SPED
Martinez-Rojo, Crystal	VO	Bilingual, Level 2	Ortiz, Leginia	KH	Volleyball A/C
Matthews, Theresia	VO	Supplemental SPED	Ortiz, Leginia	EC	Supplemental IEP Trainers
McGraw, Reigan	HG	SAT Team Member	Palmer, Anita	BJ	Sponsor Robotics
McNutt, Shelby	EC	Staff Development Council	Palomino, Betty	GW	Bilingual, Level 2
Meng, Jennifer	HS	SAT Team Member	Palomino, Betty	GW	School Counselor Elem
Meng, Jennifer	HS	School Counselor HS	Patterson, Peggy	GW	SAT Team Member
Meng, Jennifer	HS	Inst Leader Counselor	Payne, Samantha	HS	Volleyball A/C
Meza, Veronica	FW	Bilingual, Level 2	Payne, Samantha	HS	Sponsor Junior Class
Miller, April	SI	SAT Team Member	Payne, Samantha	HS	Sponsor Junior Class Asst
Miller, Brittanie	VO	Lead Instr Fourth Grade	Perea, Gilbert	AB	Supplemental SPED
Miller, Summer	HG	Music Orchestra Director	Perez, Kevin	HS	Wrestling A/C
Miller, Summer	HS	Music Orchestra Director	Perez, Kevin	HG	JLC Comm Service & Drill FA
Miner, Amanda	FW	Supplemental SPED	Perez, Kevin	HG	JLC Comm Service & Drill SP
Moore, Tamillia	EC	Supplemental SPED	Perez Triana, Hermitey	HS	Bilingual, Level 2
Moore, Mitchell	HS	Football 9th A/C	Perez Triana, Hermitey	HS	Inst Leader World Lang
Moquett, Katrina	HG	Cross Country A/C	Perkins, Juana	EC	Bilingual, Level 2
Moquett, Katrina	HS	Supplemental Overload	Pfeifer, Savannah	VO	Supplemental SPED
Morales, Julia	FW	SAT Team Member	Pfeifer, Matthew	HG	SAT Team Member
Morales, Julia	FW	Bilingual, Level 2	Pfeifer, Matthew	HS	Basketball Girls H/C
Morgan, Kimberly	ES	Supplemental SPED	Phillips, Paige	HS	Volleyball A/C
Morrison, Cody	HS	Forensics A/C	Phillips, Paige	HS	Sponsor Junior Class
Morrison, Cody	HS	SAT Team Member	Phillips, Paige	HS	Sponsor Junior Class Asst
Morrison, Cody	HS	Inst Leader Science	Pinchon, Jessie	HG	Sponsor Stuco
Mosburg, Bethany	ES	Supplemental SPED	Pitts, Kellie	KH	SAT Team Member
Mosburg, Bethany	ES	SAT Team Member	Pitts, Kellie	KH	School Counselor MS
Murrell, Donald	HS	Sponsor VICA	Pitts, Kellie	KH	Inst Leader Counselor
Murrell, Donald	HS	Inst Leader Ind Arts	Plude, Gregory	HG	Basketball Boys A/C
Murrell, Donald	HS	Academy Leader	Potts, Andrew	KH	SAT Team Member
Myatt, Kelly	HG	Cross Country H/C	Potts, Andrew	KH	Sponsor AVID
Myatt, Kelly	VO	Lead Instr First Grade	Potts, Andrew	KH	Inst Leader Instr Coach
Naeve, Sandra	HS	Bilingual, Level 2	Potts, Andrew	EC	Staff Development Council
Naeve, Sandra	HS	Sponsor Stuco	Potts, Amber	HG	SAT Team Member
Naeve, Sandra	HS	Academy Leader	Potts, Amber	HG	Sponsor Yearbook
Navarro Sepulveda, Moises	BJ	Bilingual, Level 2	Prieto, Carlos	HS	Bilingual, Level 1
Navarro Sepulveda, Moises	BJ	SAT Team Member	Prieto, Carlos	HS	Wrestling H/C
Nelson, Brian	HS	Sponsor Yearbook	Purgar, Brittany	KH	SAT Team Member
Nelson, Brian	HS	Sponsor Photographer	Purgar, Brittany	KH	Cheer H/C - Fall
Nelson, Brian	HS	Sponsor School Paper	Purgar, Brittany	KH	Cheer H/C - Winter
Newsome, Michelle	HG	Cheer H/C - Fall	Purgar, Steven	KH	SAT Team Member
Newsome, Michelle	HG	Cheer H/C - Winter	Purgar, Steven	KH	Supplemental SPED
Nguyen, Hieu	VO	Bilingual, Level 2	Purgar, Steven	KH	Wrestling H/C
Nichols, Kristi	GE	Supplemental SPED	Purgar, Steven	KH	Inst Leader SPED
Nichols, Tommy	HS	Supplemental SPED	Quintanar, Maria	AB	Bilingual, Level 1
Nichols, Kip	HS	Supplemental SPED	Radke, Michael	HG	Supplemental SPED
Nichols, Kip	HS	Bowling H/C	Radke, Michael	HG	Wrestling H/C
Niedomys, Elizabeth	HS	Sponsor Stuco	Radke, Michael	HG	Football A/C
Niedomys, Elizabeth	HS	Academy Leader	Ramirez, Michelle	SI	Lead Instr Art

Ramirez-Koehn, Sylvia	HG	Bilingual, Level 2	Strecker, Janna	VO	SAT Team Member
Rascon, Belinda	AB	Bilingual, Level 2	Strecker, Kristie	JW	SAT Team Member
Ratliff, Lana	HG	Sponsor AVID	Strecker, Kristie	JW	Supplemental SPED
Reed, Roxanna	AE	Supplemental SPED	Stucky, Stacy	ST	SAT Team Member
Reich, Justin	HS	Football A/C	Taylor, Linda	ES	Supplemental SPED
Reyes, Veronica	BJ	Bilingual, Level 2	Terpstra, Wendi	HS	Inst Leader Lang Arts
Rienbolt, Paxton	GE	Supplemental SPED	Terrazas, Sandra	BJ	Bilingual, Level 2
Riggs, Dawn	BJ	SAT Team Member	Thompson, Madison	GE	Supplemental SPED
Riggs, Dawn	BJ	Teacher in Charge	Thompson, Michelle	ST	SAT Team Member
Rivas, Klelia	GW	Bilingual, Level 2	Thornton, Karen	VO	School Counselor Elem
Rodriguez-Garcia, Rosa	GE	SAT Team Member	Thornton, Karen	VO	Teacher in Charge
Rodriguez-Garcia, Rosa	GE	Bilingual, Level 2	Tidwell, Russell	HS	Debate H/C
Rojas, Dillon	KH	Basketball Boys A/C	Tidwell, Russell	HS	Forensics H/C
Rotenberger, Haley	SI	Music Orchestra Director	Tonche, Anabel	HS	Bilingual, Level 2
Roth, Rhonda	AB	SAT Team Member	Tonche, Anabel	HS	Sponsor HALO
Roth, Rhonda	GM	SAT Team Member	Travers, Debra	GM	School Counselor Elem
Rude, Melany	JW	Nat'l Board Certification	Turpin, Jenette	HS	Sponsor Educators Rising
Rycek, Jenna	FW	Nat'l Board Certification	Urrutia, Ana	AB	Supplemental SPED
Saddler, Jessica	AB	SAT Team Member	Urrutia, Ana	AB	Bilingual, Level 2
Saddler, Jessica	AB	School Counselor Elem	Urrutia, Ana	AB	Teacher in Charge
Saddler, Jessica	AB	Teacher in Charge	Valerio, Isidro	AB	Bilingual, Level 2
Sanchez, Maria	AB	Bilingual, Level 2	Valles, Juliana	GE	Bilingual, Level 2
Sanchiz Garcia, Juan	HS	Bilingual, Level 2	Van Savage, Mark	HS	Drama A/C
Santos, Maria	ST	Bilingual, Level 2	Van Timmeren, Abigail	HS	Music Vocal Director
Santos, Maria	ST	Teacher in Charge	Van Timmeren, Abigail	HS	Sponsor Show Choir
Santos, Maria	ST	SAT Team Member	Van Timmeren, Abigail	HS	Musical Music Director
Scheffer, Chelsea	GE	Supplemental SPED	Van Vleet, Chelsea	GE	Nat'l Board Certification
Schilders, Brittany	VO	SAT Team Member	Varela, Yesenia	AB	Bilingual, Level 2
Schneider, Jane	HS	Sponsor Senior Class	Vega, Rocio	AE	Bilingual, Level 1
Schneider, Jane	HS	Inst Leader PE	Vega, Rocio	AE	Sponsor Robotics
Schneider, Jane	HS	Academy Leader	Venjohn, Pat	HS	Sponsor FFA
Sekavec, Dale	HS	Supplemental SPED	Vera, Lupe	BJ	Bilingual, Level 2
Shellenberger, Traci	EC	Supplemental SPED	Vicente-Ramos, Juan	KH	School Counselor MS
Shrimplin, Emily	VO	SAT Team Member	Victor, Eric	EC	Driver Education Instructor
Shrimplin, Breckan	EC	Supplemental SPED	Vital Caro, Jose	ST	Bilingual, Level 1
Slavik, Katelyn	GM	Lead Instr Second Grade	Vital Caro, Jose	HS	Soccer Boys H/C
Sleep, Kimberly	TE	Supplemental SPED	Waller, Jacob	HS	Wrestling A/C
Sleep, Randall	KH	Inst Leader Career Tech	Walsh, Laura	EC	Staff Development Council
Sleep, Randall	KH	JLC Comm Service & Drill FA	Watkins, Brian	KH	Cross Country H/C
Sleep, Randall	KH	JLC Comm Service & Drill SP	Watkins, Brian	HS	Swim Boys H/C
Smith, Steven	ST	Supplemental SPED	Watson, Hillary	HS	Inst Leader Library
Smith, Shane	HG	Science Olympiad A/C	Weaver, Tammi	KH	Inst Leader PE/Health
Smithson, Norman	HS	SAT Team Member	Wedel, Curtis	HG	Music Vocal Director
Smithson, Norman	KH	Football A/C	Wedel, Curtis	KH	Music Vocal Director
Sobba, Lyle	HS	Music Band Director	Wells, Abbie	HG	Science Olympiad H/C
Sobba, Lyle	HS	Inst Leader Music	Whited, Ronald	HS	Supplemental SPED
Sobba, Andrea	ST	Lead Instr Fifth Grade	Whitley, Christina	ST	Bilingual, Level 2
Sobba, Andrea	ST	SAT Team Member	Wilkinson, Amanda	VO	Supplemental SPED
Solis, Maria	BJ	Bilingual, Level 2	Wise, Sarah	KH	SAT Team Member
Sotelo, Caitlin	AB	SAT Team Member	Wise, Sarah	KH	Nat'l Board Certification
Sotelo, Caitlin	AB	Supplemental SPED	Wise, Sarah	KH	Inst Leader Lang Arts
Sotelo-Serrano, Lupita	JW	Bilingual, Level 2	Woods, Sara	HS	Music Band Director Asst
Sotelo-Serrano, Lupita	JW	School Counselor Elem	Woods, Trace	HS	Music Drum Line
Specht, Trenton	KH	Basketball Girls H/C	Wyatt, Annette	GE	Supplemental SPED
Steele, Kimberly	HS	Inst Leader ESL	Wyatt, Annette	GE	SAT Team Member
Strecker, Janna	VO	Teacher in Charge	Wyatt, Annette	GE	Teacher in Charge
Strecker, Janna	EC	Staff Development Council	York, Tara	GE	Nat'l Board Certification
Strecker, Janna	VO	Lead Instr Interventionist	Younkman, Kristina	AT	School Counselor HS

Younkman, Kristina            AT    Sponsor Stuco

**OTHER:**

Notice of personnel action issued for the following rule 10 coaches:

Acosta, Brissa	HS	Sponsor Flag Team	Padilla, Victoria	HG	Basketball Girls A/C
Banuelos-Jaquez, Juan	KH	Football A/C	Pasek, Bethanee	HS	Cheer Sponsor JV
Benavidez, Alyssa	HG	Cheer A/C - Fall	Pena, Karissa	HG	Basketball Boys A/C
Benavidez, Alyssa	HG	Cheer A/C - Winter	Pena, Karissa	HG	Basketball Girls A/C
Cano, Kimberly	HS	Musical Choreographer	Pena, Karissa	HG	Volleyball A/C
Enriquez, Jose	HS	Soccer Boys A/C	Pena, Alonso	HS	Debate A/C
Espino, Shelby	HG	Sponsor Robotics	Pfeifer, Matthew	HG	Football A/C
Garcia, Jose	ST	Sponsor Robotics	Powell, Abigail	HS	Volleyball 9th A/C
Harper, Talon	HS	Cheer Sponsor Football	Prieto, Michael	KH	Wrestling A/C
Harper, Talon	HS	Cheer Sponsor Bsktball	Ptacek, Scott	HG	Football A/C
Harper, Talon	HS	Cheer Coordinator	Riojas, Aaron	KH	Cross Country A/C
Herrada-Chairez, Victor	HS	Soccer Boys A/C	Rivera Barahona, Oscar	HG	Soccer Boys H/C
Hill, Reagan	HG	Soccer Boys A/C	Seyferth, Jacob	KH	Football A/C
Hill, Reagan	HG	Basketball Boys A/C	Smith, Ashley	HS	Cross Country A/C
Hill, Reagan	HG	Basketball Girls A/C	Stewart, Aaron	KH	Football A/C
King, Loretta	ES	Music Sign Choir Dir	Taylor, Jayce	KH	Basketball Girls A/C
Lowry, Sophie	HS	Cheer Sponsor FRM	Taylor, Jayce	KH	Basketball Boys A/C
Luquin, Carlos	HS	Soccer Boys A/C	Terrazas, Manuel	KH	Volleyball A/C
Niedomys, Mark	HS	Sponsor BBS	Walck, Haley	HS	Dance Team H/C
Nonhof, Heather	KH	Cheer A/C - Fall	Waugh, Trace	FW	Sponsor Robotics
Nonhof, Heather	KH	Cheer A/C - Winter	Wickwar, Amy	HS	Volleyball A/C
Padilla, Victoria	HG	Basketball Boys A/C	Wilson, Sonja	HS	Volleyball 9th H/C

BOARD OF EDUCATION

**Certified Personnel Actions**

September 24, 2020

**RESIGNATION:**

Tara Boaldin, art teacher at Jennie Barker Elementary School, is requesting release from her 2020-21 contract effective September 24, 2020. It is recommended that she not be released until a suitable replacement is found and at the time of release be assessed a \$4,000 liquidated damages fee.

**SUPPLEMENTAL CONTRACTS:**

Gerke, Katy	JB	Sponsor Robotics
Hill, Michael	SI	Sponsor Robotics
Kang, Yeena	HS	Musical Music Director Asst
Skinner, Cheston	HS	Football A/C
Van Savage, Mark	HS	Musical Director Asst
Whited, Catherine	JB	SAT Team Member

**OTHER:**

Notice of personnel action issued for the following rule 10 coaches:

LaPointe, Quentin	HS	Football A/C
Zoschke, Andrew	HS	Musical Accompanist

BOARD OF EDUCATION  
September 24, 2020

**CLASSIFIED PERSONNEL ACTIONS**

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Coker, Dawana	Groundskeeper	Plant Facilities	09/17/2020
Rangel, David	Custodian	Horace Good Middle School	09/11/2020
<b>RETIREMENTS</b>			
Dinkel, Shiela	Special Education Paraprofessional	Abe Hubert Elementary School	09/30/2020
Kelly, Jeane	Special Education Paraprofessional	Victor Ornelas Elementary School	09/21/2020
<b>APPOINTMENTS</b>			
<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>	
Castro Lopez, Cristian	Special Education Paraprofessional	Kenneth Henderson Middle School	09/18/2020
Chairez Fraire, Jasmin	Special Education Paraprofessional	Edith Scheuerman Elementary School	09/21/2020
LaPointe, Quinton	Intervention Paraprofessional	Gertrude Walker Elementary School	09/15/2020
Richardson, Jeremy	Special Education Paraprofessional	Therapeutic Education Program	09/21/2020

**OTHER**

Josh Guymon, Director of Special Education, is requesting the following:

- 8 1.0 one on one paraprofessional positions

BOARD OF EDUCATION  
September 24, 2020

**CLASSIFIED PERSONNEL ACTIONS  
ADDENDUM**

<b>APPOINTMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Aguirre, Monica	Special Education Paraprofessional	Florence Wilson Elementary School	09/22/2020
Garcia Jr, Ephanio	Crossing Guard	Victor Ornelas Elementary School	09/21/2020
Sanchez, Diana	Office Assistant	Garden City High School	09/24/2020
<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Harris, Jessica	Paraprofessional Regular Education	Garfield Early Childhood Center	09/30/2020
<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Alcantar, Maria	Night Custodian 0.5 Kenneth Henderson / 0.5 Horace Good Middle School	Night Custodian Kenneth Henderson	09/21/2020

**Kansas State Department of Education  
Child and Adult Care Food Program**

**PROGRAM AGREEMENT**

Garden City Public Schools  
Name of Sponsoring Agency

1205 Fleming  
Mailing Address

\_\_\_\_\_  
Street Address (if different from above)

Garden City, KS 67846  
City, Zip

<p><b>* To be completed by KSDE</b></p> <hr style="width: 80%; margin: 10px auto;"/> <p><b>Effective Date*</b></p>
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I certify that the information on this form is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

**Signatures on Behalf of Sponsoring Agency**

**Signatures on Behalf of State Department of Education**

_____ Authorized Representative	_____ Date
_____ Board Chairperson or For-profit Owner	_____ Date

_____ Commissioner of Education	_____ Date
_____ Director, Child Nutrition & Wellness	_____ Date

In order to effectuate the purpose of Section 17 of the National School Lunch Act and the regulations governing the Child and Adult Care Food Program issued thereunder (7 CFR Part 226), hereinafter referred to as the "Program", the Kansas State Department of Education (hereinafter referred to as the "State Department") and the sponsoring agency whose name and address appear above, hereinafter referred to as the "Agency", acting on behalf of each child care center, day care home, or adult care center listed on the Site Application of this Agreement, covenant and agree as follows:

**The State Department agrees that,** to the extent of funds available, it shall:

1. Reimburse the Agency for meals served to participants at child care centers, day care homes, and adult care centers listed on approved Site Application(s) updated annually. During any fiscal year, the amount of reimbursement paid to the Agency for participants enrolled in centers shall be based on the percentage of enrolled participants who are eligible for free, reduced price, and paid meals. During any fiscal year, the amount of reimbursement paid to the Agency for participants enrolled in family day care homes, group day care homes, child care centers and adult care centers shall be on the basis of the number of meals served at rates adjusted annually. During any fiscal year, the amount of administrative costs payments to a sponsoring organization of day care homes will equal the sum of the products obtained by multiplying each month the sponsoring organization's (i) initial 50 day care homes, (ii) next 150 day care homes, and (iii) additional day care homes by the applicable rate(s);
2. Disburse promptly and equitably any funds received under section 240.5 (Cash-in-lieu-of Commodities) to Agency;
3. Make available on an annual basis to the information media serving the area from which the Agency draws its attendance, a public release announcing the availability of meals to all eligible enrolled participants without regard to race, color, sex, national origin, age, or disability;
4. Audit nonprofit organizations which spend less than \$750,000 in federal financial assistance during a fiscal year at least once every two years and all for-profit centers annually.

**The Agency represents and warrants that:**

1. The governing body is responsible for the administration of the sites listed on the Site Application of this Agreement, or it is an agency to which the sites listed on the Site Application have delegated authority for the operation of the food service program.
2. In order to qualify for reimbursement under this Agreement, it shall conduct the program in accordance with regulations governing the Child and Adult Care Food Program (7 CFR Part 226), the USDA Food Buying Guide and USDA Crediting Foods Book, and State Department's regulations and guidance in the *Administrative Handbook, Monthly Updates provided at www.kn-eat.org*, and specifically, shall conform to the following requirements:
  - a. Operate a nonprofit food service using all of the income solely for the operation or improvement of such service, as allowed by Regulation. Complete information is in the CACFP Administrative Handbook, Financial Management chapter.
  - b. Serve meals which meet the minimum nutritional requirements specified by USDA regulation and State Department guidance. (See Schedule F)

- c. Serve the same meal at no separate charge to all eligible participants who are in attendance at meal time, if a non-pricing program.
  - d. Collect and maintain documentation of the enrollment of each participant including income information used to determine eligibility for free and reduced price meals. Participants who have a current and complete enrollment form on file, but income information is not available, shall be reported under the paid category only. For family day care homes, reimburse for meals as specified by USDA regulations for Tier 1 and Tier 2 homes.
  - e. Claim reimbursement only for meals served to eligible enrolled participants in each income category within the limits of the license issued by the Kansas Department of Health and Environment or appropriate federal authority. No more than 2 meals and 1 snack or 2 snacks and 1 meal per participant shall be claimed. For At-Risk, 1 meal and 1 snack may be claimed.
  - f. Ensure that meals claimed for CACFP reimbursement, whether prepared on-site or prepared by a vendor, are not supported by commodity foods or funds under Title III of the Older Americans Act.
  - g. Submit claims for reimbursement in accordance with procedures established by the State Department. Only final original claims received within 60 days following the close of the claiming month shall be eligible for reimbursement.
  - h. Maintain in the storage, preparation, and service of food, proper sanitation and health standards that conform with all applicable state and local laws and regulations.
  - i. Purchase food in quantities that may be efficiently utilized in food service.
  - j. Use cash received in lieu of commodities for the purchase of food items that are necessary to meet the meal requirements set forth by USDA regulation and KSDE guidance.
  - k. Maintain necessary facilities for storing, preparing, and/or serving food.
  - l. Maintain full and accurate records of the Program, including those set forth under Record Keeping Requirements of the Agreement, and retain such records for a period of three years after the end of the fiscal year to which they pertain plus the current year, except that if review or audit findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit.
  - m. Operate the program in accordance with the provisions of 7 CFR Part 226 and any instructions and handbooks issued by the State Department.
  - n. Make all accounts and records pertaining to the Program available to the State Department and to FNS for audit or review at a reasonable time and place. The State Department, FNS, and other state or federal officials have the right to make announced or unannounced reviews of the Agency's operations during normal hours of operation. Anyone making such reviews must show photo identification that demonstrates that he/she is an employee of one of these entities.
  - o. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, and to promptly take such actions that are necessary to correct deficiencies found at the time of any onsite visit.
  - p. Nonprofit organizations spending over \$750,000 in federal financial assistance will schedule and pay for their own audit in accordance with audit requirements of the Office of Management and Budget (OMB) Circular A-133. Public organizations will comply with audit requirements of the OMB A-128.
3. A public organization or a nonprofit organization which has tax-exempt status under the Internal Revenue Code of 1986, the Agency must maintain its public or nonprofit status. For-profit centers must:
    - a. Certify and provide documentation each month for each for-profit child care center that at least 25 percent of the center's participants received DCF participant care subsidies or at least 25 percent of the participants qualify for free and reduced price categories. The 25 percent applies to the center's enrollment or license capacity, whichever is less.
    - b. Certify and provide documentation each month for each for-profit center that it receives funds under Title XIX of the Social Security Act for at least 25 percent of the each center's enrolled participants during the month preceding application to the Program or 25 percent of license capacity, whichever is less, and shall continue to certify and provide such information in each succeeding month. The Agency shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives Title XIX funds for less than 25 percent of its participants.
  4. All child care centers and/or family day care homes listed on the Site Application have a valid license or exemption from licensing for providing participant care issued by the Kansas Department of Health and Environment or appropriate federal authority. All adult care centers listed on the Site Application have a valid license, certificate, or Medicaid approval for providing adult day care.
  5. It provides organized center care in nonresidential situations.
  6. It understands and agrees that any materials developed with Program funds by the center or Agency may be freely reproduced, produced, or otherwise used by FNS, State Department, or by other centers under the CACFP.
  7. This Agreement is non-assignable and no assignment thereof in whole or part by the Agency for any purpose shall take effect and be binding against the State Department.
  8. It accepts the final financial and administrative responsibility for the conduct of its food service and financial and administrative responsibility for each family day care home and participant care center under its jurisdiction.

#### **Civil Rights Assurance**

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement." "This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has

as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.” “By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

**The State Department and Agency mutually agree that:**

1. The Sponsor Application and Site Application, listing sites approved for participation, shall be part of this Agreement. Sites or meals may be added to or deleted from the Site Application as the need arises. All such changes must be confirmed in writing or on-line and sent to the State Department. All the references herein to the Site Application shall be deemed to include such Site Application as supplemented and amended.
2. The State Department shall promptly notify the Agency of any change in the minimum meal requirements or in the applicable rates of reimbursement.
3. The Agency may contract with a local school food authority or with a commercial enterprise for the preparation and delivery of meals or meal components. In such an event, the Agency shall comply with procurement requirements set forth in 7 CFR 226.22 and should use the prototype contract approved by the State Department. The Agency shall remain responsible for fulfillment of the terms of the Agreement.
4. The Agency will complete CACFP Administrative Workshop each program year. Food safety training approved by the State Department every three years will be required for a sponsor representative. New Authorized Representatives should attend CACFP Jump Start training within 6 months of taking the responsibility.
5. For the purposes of this Agreement the following terms shall mean, respectively:
  - a. Adult day care center - any public or private nonprofit organization or any proprietary Title XIX or XX center (as defined in the section) which (a) is licensed or approved by Federal or State authorities to provide nonresidential adult day care services to functionally impaired adults (as defined in this section) or persons 60 years of age or older in a group setting outside their homes or in a group living arrangement on a less than 24-hour basis and (b) provides for such care and services directly or under arrangements made by the Agency whereby the Agency maintains professional management responsibility for all such services. Such centers shall provide a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants through an individual plan of care.
  - b. Advanced Payments - financial assistance made available to a sponsoring organization of day care homes for its Program costs prior to the month in which such costs will be incurred.
  - c. At-Risk Afterschool Meals - provides free reimbursement to afterschool programs that serve a meal or snack to children in low income areas.
  - d. Child care center - any licensed, public or private nonprofit organization or for-profit center providing nonresidential child care services to enrolled participants, primarily of preschool age, including but not limited to day care centers, Head Start centers or organizations providing day care services for participants with handicaps.
  - e. Claiming percentage - the ratio of the number of enrolled participants in a site in each reimbursement category (free, reduced price, or paid) to the total number of enrolled participants in the site.
  - f. Day care home - a licensed day care program for participants enrolled in a private home under the auspices of a sponsoring organization.
  - g. Days - calendar days unless otherwise specified.
  - h. Department - U.S. Department of Agriculture.
  - i. Emergency/homeless shelter - a public or private nonprofit organization whose primary purpose is to provide temporary shelter and food services to homeless families and/or participants.
  - j. Enrolled participant - a person who has completed or whose parent or guardian has completed and submitted to an Agency a signed document that contains all required enrollment information and is updated annually.
  - k. FNS - Food and Nutrition Service of the U.S. Department of Agriculture.
  - l. Family or Household - a group of related or non-related individuals who are not residents of an institution or boarding house, but who are living as one economic group.
  - m. For-profit Child Care Center - any private, for-profit center providing nonresidential day care services to enrolled participants with (1) at least 25 percent of the participants receiving DCF participant care subsidies (compensation from amounts granted under Title XX of the Social Security Act) or (2) at least 25 percent of the participants qualifying for free or reduced price categories based on a current and complete Income Eligibility form. The 25 percent is based on total enrolled participants or license capacity, whichever is less.
  - n. Functionally Impaired Adult - chronically impaired disabled persons 18 years of age or older, including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, who are physically or mentally impaired to the extent that their capacity for independence and their ability to carry out activities of daily living is markedly limited. Activities of daily living include, but are not limited to, adaptive activities such as cleaning, shopping, cooking, taking public transportation, maintaining a residence, caring appropriately for one's grooming or hygiene, using telephones and directories, or using a post office. Marked limitations refer to the severity of the impairment, and not the number of limited activities, and occur when the degree of limitation is such as to seriously interfere with the ability to function independently.
  - o. Group Living Arrangement (adult care programs only) - residential communities which may or may not be subsidized by Federal, State or local funds but which are private residences housing an individual or group of individuals who are primarily responsible for their own care and who maintain a presence in the community but who may receive on-site monitoring.

- p. Income to the Program - any funds used in an Agency's food service program, including but not limited to all monies other than Program payments received from other federal, state, intermediate, or local government sources; income, if any, from food sales to non-participating adults; and other income, including cash donations or grants from organizations or individuals.
  - q. Internal controls - the policies, procedures, and organizational structure of an Agency designed to reasonably assure that: (1) the Program achieves its intended result; (2) Program resources are used in a manner that protects against fraud, abuse, and mismanagement and in accordance with laws, regulations, and guidance; and (3) timely and reliable Program information is obtained, maintained, reported, and used for decision-making.
  - r. Medicaid participant - an adult participant who receives assistance in paying for Adult Day Care Services under Title XIX of the Social Security Act, the Grant to States for Medical Assistance Programs—Medicaid.
  - s. Non-pricing program - a program that provides meals/snacks at no separate charge to participants.
  - t. Nonprofit food service - all food service operations conducted by the Agency principally for the benefit of enrolled participants, from which all of the Program reimbursement funds are used solely for the operations or improvement of such food service.
  - u. Nonresidential - that the same participants are not maintained in care for more than 24 hours on a regular basis.
  - v. Notice - a letter sent by certified mail, return receipt (or the equivalent private delivery service), by facsimile, or by email, that describes an action proposed or taken by the State Department or FNS with regard to an Agency's Program reimbursement or participation. If the notice is undeliverable, it is considered to be received by the Agency, responsible principal, or responsible individual five days after being sent to the addressee's last known mailing address, facsimile number or email address.
  - w. Operating costs - expenses incurred by an Agency in serving meals to participants under the Program, and allowed by the State Department financial management instruction.
  - x. Outside-school-hours care center - a public or private nonprofit organization or a for-profit center licensed or approved to provide organized nonresidential child care services to children, primarily of school age, outside of the school hours. Outside-school-hours care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.
  - y. Participants - children (a) persons 12 years and under, (b) children of migrant workers 15 years of age and under, (c) persons with mental or physical handicaps, as defined by State Department, enrolled in an agency or participant care facility serving a majority of persons 18 years of age and under, and (d) persons 18 years and under participating in the area eligible snack program or emergency shelter program or (e) a person eligible for CACFP benefits enrolled in an adult day care center and who is functionally impaired (as defined in this section) or 60 years of age or older.
  - z. Pricing program - A program that sells meals/snacks to participants. This includes any program in which maximum use is made of CNP reimbursement payments to lower the price participants would otherwise pay for meals/snacks. Pricing programs must complete the Nondiscrimination Policy Statement for Pricing Centers or Sponsors for Free and Reduced-Price Meals which becomes a part of this agreement. The form can be found in the Administrative Handbook.
  - aa. Principal - any individual who holds a management position within, or is an officer of, an Agency or site, including all members of the Agency's board of directors or the site's board of directors.
  - bb. Proprietary Title XIX adult center - any private, for-profit center (a) providing nonresidential adult day care services for which it receives compensation from amounts granted to the States under Title XIX of the Social Security Act and (b) in which Title XIX beneficiaries were not less than 25 percent of enrolled eligible participants in the calendar month preceding initial application or annual reapplication for Program participation.
  - cc. Program year - October 1 to September 30
  - dd. Sponsoring organization - a public or nonprofit private organization which is entirely responsible for the administration of the food program in: (1) one or more day care homes; (2) a child care center or outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization; (3) two or more child care centers, outside-school-hours care centers, or adult day care centers; or (4) any combination of child care centers, adult day care centers, day care homes, and outside-school-hours care centers.
  - ee. SSI participant - an adult participant who receives assistance under Title XVI of the Social Security Act, the Supplemental Security Income (SSI) for the Aged, Blind and Disabled Program.
  - ff. Tier I day care home means (a) a day care home that is operated by a provider whose household meets the income standards for free or reduced/price meals, as determined by the sponsoring organization based on a completed free and reduced price application, and whose income is verified by the sponsoring organization of the home or (b) considered Tier 1 based on area eligibility.
  - gg. Tier II day care home means a day care home that does not meet the criteria for a Tier I day care home.
  - hh. Unannounced review - an on-site review for which no prior notification is given to the Agency or site.
  - ii. USDA - U.S. Department of Agriculture
6. The following appeal procedure shall be followed when an Agency requests a review of (1) a denial of an application submitted by a sponsoring organization, (2) an intent to terminate participation; (3) a suspension of an Agreement; (4) a denial of an application for start-up payments; (5) a denial of an advance payment; (6) a denial of all or part of a claim for reimbursement; (7) a request for the remittance of an overpayment; (8) a denial by State Department to forward to FNS an exception request for payment of late claim or request for an upward adjustment; and (9) any other action by State Department which affects the Agency's participation in or reimbursement for the Program.
- a. The Agency and persons specified by regulations shall be advised in writing of the grounds on which the action is based.
  - b. The Agency shall file a request for review no later than fifteen (15) calendar days from the date the Agency received notice of the action, and State Department shall acknowledge receipt of the request for review within ten (10) calendar days.
  - c. The Agency may refute the charges contained in the notice of action in person and by written documentation to the review official. In order to be considered, written documentation must be filed with the review official no later than thirty (30) calendar days after the Agency received the notice of action.
  - d. The Agency may be assisted or represented by an attorney or other person.
  - e. A review shall be conducted and the decision made by a review official who did not participate in the decision under appeal.

- f. Information on which State Department's action was based shall be available to the Agency for inspection after State Department receives the request for review.
  - g. A hearing shall be held by the review official in addition to, or in lieu of, a review of written information submitted by the Agency only if the Agency requests a hearing in the letter of request for review.
  - h. Upon receiving a request for a hearing, State Department shall provide the Agency with at least ten (10) calendar days advance written notice of the time and place of the hearing. The notice shall be sent by certified mail, return receipt requested.
  - i. Failure of the Agency's representative to appear at the scheduled hearing shall constitute the Agency's waiver of the right to a personal appearance before the review official.
  - j. The decision of the review official shall be based on information provided by State Department, the Agency, and Program regulations.
  - k. Within sixty (60) calendar days of State Department's receipt of the request for review, the review official shall inform State Department, the Agency, and persons specified by regulations of the determination of the review.
  - l. State Department's action shall remain in effect during the review process.
  - m. The determination by the review official is the final administrative determination to be afforded to the Agency.
7. State Department shall adjust Agency claiming percentages if it is found that the Agency has inaccurately classified or reported the number of enrolled participants eligible for free, reduced price, or paid meals.
  8. Additional Requirements for Sponsors of Day Care Homes are attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule B.
  9. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof under mark of Schedule C.
  10. The provisions found in Equal Employment Clause is attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule D.
  11. The provisions found in Nonsegregated Facilities Clause is attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule E.
  12. This Agreement shall be effective commencing with the date stated on page 1 unless terminated earlier as herein provided. The State Department's Agreement to reimburse the Agency is conditioned upon the continued availability of funds appropriated for Child and Adult Care Food Program in a sufficient amount, and no legal liability on the part of the Government for the payment of any money shall arise unless and until such appropriation shall have been provided.
  13. The Agreement may be terminated upon twenty (20) days written notice on the part of either party hereto, and the State Department may terminate this Agreement after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the Program have not been fully complied with by the Agency. Any termination by an Agency which is a sponsoring organization must include a provision by the Agency which ensures that the sites listed in the Site Application are paid for the claim which occurs during the month of the termination date, and that each site is provided adequate time to sign an agreement with a new Agency so that the site's CACFP participation can be continuous. Any termination of this Agreement by the State Department shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligation of the Agency to maintain and retain records and to make such records available for audit. Any Agency failing to process and pay the last claim for each site, or failing to allow adequate time for each site to transfer will be declared seriously deficient, disqualified, and future participation denied. An Agency may appeal an intent to terminate according to procedures outlined in 7 CFR Part 226.
  14. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto or by any changes necessitated by Regulation.

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### Record Keeping Requirements

The Agency must keep full and accurate records regarding its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. The records to be kept include the following:

1. Meal Service Records:
  - a. Menus – Requirement: Daily records of menus must contain a listing of the food items served in each meal type to ensure that the CACFP meal pattern requirements were met. Menu records must be updated to reflect changes to planned menus so that the menu records reflect the actual meal components and foods served to participants [7 CFR 226.6(15)(e)(10)].
2. Daily Attendance Records
3. Meal Counts Requirements
  - a. Daily counts of the number of meals served to enrolled children, taken at the point of service, must be recorded and maintained by all participating centers.
4. Program Income (Receipts)
  - a. From Agency funds to subsidize food service program.
  - b. From Federal reimbursement.
  - c. From payments for non-program adults
  - d. From all other sources, including loans to the food service program.
5. Program Expenditures
  - a. Food and non-food purchases.
  - b. Salaries including fringe benefits.
  - c. Office costs.
  - d. Expendable equipment.
  - e. Maintenance of nonexpendable equipment.
  - f. Contractual services.
  - g. Other administrative costs.

- h. Distribution of payments to homes and centers.
  6. Administration
    - a. License or federal or state approval.
    - b. Applicable Income Eligibility forms for all enrolled participants correctly determined to document eligibility.
    - c. Applicable Enrollment forms.
    - d. Documentation of periodic visits to centers or day care homes to monitor compliance. This requirement pertains only to an Agency administering more than one center or day care home.
    - e. If a for-profit center, documentation of eligibility for each month of Program participation.
  7. Documentation of nonprofit food service to ensure that all Program reimbursement funds are used: (1) solely for the conduct of the food service or (2) to improve such food service operations, principally for the benefit of the enrolled participants.
  8. Enrollment forms which are current, complete and meet CACFP requirements. Documentation of Civil Rights ethnic/racial data.
  9. Meal Modification forms or documentation of disability for participants receiving any variances from the CACFP meal pattern.
  10. Meal Contract(s) and Meal Transportation Sheets, if the Agency contracts for the preparation and/or delivery of meals.
  11. If a for-profit center, the record of payment and billing forms to document (a) Title XIX and/or Title XX participation and (b) the eligibility for monthly participation in CACFP.
  12. Annual certification documents and management plan.
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**SCHEDULE B**  
**Additional Requirements for Sponsors of Day Care Homes Only**

Agency will:

1. Determine Tier 1 and Tier 2 status of each day care home based on area eligibility or provider income information.
  2. Provide each Tier 2 day care home with additional options to receive Tier 1 reimbursement.
  3. Notify each day care home of the reimbursement method selected by the Agency.
  4. Verify income of providers applying for Tier 1 status based on provider's household income.
  5. Keep confidential income eligibility information from family households; it will not be shared with the day care home providers.
  6. Limit use of income information for determining income eligibility status of recipient participants and day care home providers. Limit access of income information to only persons with direct administrative responsibilities in the CACFP.
  7. Verify completion of the training requirement for each provider.
  8. Process provider claims for reimbursement monthly and:
    - a. Report to the State Department the number of meals served to enrolled participants by type of meal and by category of eligibility for each day care home.
    - b. Report to the State Department the number of participants in attendance by category of eligibility for each day care home provider.
  9. Monitor day care home providers and report serious deficiencies to the State Department according to the guidance provided by USDA or State Department.
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**SCHEDULE C**  
**Contractual Provisions Attachment**  
**(State of Kansas form: DA-146a, Rev 06-12)**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to agency at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Agency shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the agency all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to agency at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the agency.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any agency or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The agency agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every

subcontract or purchase order so that they are binding upon such subagency or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the agency is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the agency has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Agency agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a agency who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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

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#### SCHEDULE D Equal Employment Opportunity Clause

During the performance of this Agreement insofar as it relates to state administrative expenses, Agency agrees that: (1) Agency shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex or national origin. Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, disability, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by State Department setting forth the provisions of this nondiscrimination clause. (2) Agency shall in all solicitations or advertisements for employees placed by or on behalf of Agency, state that all qualified applicants shall receive consideration for employment without regard to race, color, age, disability, sex or national origin. (3) Agency shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or worker's representative of the State Department's commitments under Section 202 of Executive Order No. 11246 of September 14, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) Agency shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) Agency shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of Agency's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement, as it relates to state administrative expenses, may be canceled, terminated, or suspended in whole or in part and Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such order sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) Agency shall include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. Agency shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for

noncompliance. Provided however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the State Department of Education may request the United States to enter into such litigation to protect the interests of the United States. Under applicable regulations, the Equal Employment Opportunity clause is not applicable to any agency of the state which does not participate in work on or under this Agreement insofar as it relates to state administrative expenses.

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**SCHEDULE E**  
**Nonsegregated Facilities Clause**

Agency certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Agency agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Agreement. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. Agency further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any contract containing the Equal Opportunity Clause (contracts of \$10,000 or less are exempt from the provisions of the Equal Employment Opportunity Clause), that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

A Certification of Nonsegregated Facilities, as required by 41 CFR 60-18, and amendments thereto, on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of any subcontract containing the Equal Opportunity Clause. The certification may be submitted either for each separate subcontract or for subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements is prescribed in 18 U.S.C. 1001.

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## SCHEDULE F

### Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

<b><u>Breakfast</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	3/4 cup	1 cup	1 cup
Vegetables, fruits, or both	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains	1/2 oz eq*	1/2oz eq*	1 oz eq*	2 oz eq*

\*Meat and meat alternates may be used to substitute the entire grains component a maximum of 3X per week.  
Oz eq = ounce equivalents

<b><u>Lunch and Supper</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	3/4 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 ½ oz	2 oz	2 oz
Vegetables	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits	1/8 cup	1/4 cup	1/4 cup	1/2 cup
Grains	1/2 oz eq	1/2 oz eq	1 oz eq	2 oz eq

\*A serving of milk is not required at supper meals for adults.  
Oz eq = ounce equivalents

<b><u>Snack</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	1/2 cup	1 cup	1 cup
Meat and meat alternates	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Fruits	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Grains	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq

Select 2 of the 5 components for snack.  
Oz eq = ounce equivalents

*Note: All serving sizes are minimum quantities of the food components that are required to be served.*

## Infant Meal Pattern

### Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

	Breakfast	Lunch and Supper	Snack
<b>0-5 Months</b>	4-6 fluid ounces (fl. oz.) breastmilk or formula	4-6 fl. oz. breastmilk or formula	4-6 fl. oz. breastmilk or formula
<b>6-11 Months</b>	<p>6-8 fl. oz. breastmilk or formula</p> <p>0-4 tbsp. infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz. cheese; or 0-4 oz. (volume) cottage cheese; or 0-4 oz. yogurt; or a combination*</p> <p>0-2 tbsp. vegetable, fruit or both*</p>	<p>6-8 fl. oz. breastmilk or formula</p> <p>0-4 tbsp. infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz. cheese; or 0-4 oz. (volume) cottage cheese; or 0-4 oz. yogurt; or a combination*</p> <p>0-2 tbsp. vegetable, fruit or both*</p>	<p>2-4 fl. oz. breastmilk or formula</p> <p>0-1/2 bread slice; or 0-2 crackers; or 0-4 tbsp. infant cereal or ready-to-eat cereal*</p> <p>0-2 tbsp. vegetable, fruit, or both*</p>

\*Required when infant is developmentally ready.

*All serving sizes are minimum quantities of the food components that are required to be served.*