BOARD of EDUCATION
March 13, 2017, Regular Meeting
USD 417 District Office, Council Grove, Kansas
AGENDA
6:30 pm

Opening

Call to Order

Introductions

Public Comment Regarding the Use of a Construction Manager At-Risk Process for the Construction of a New Concessions/Restroom Facility at the USD 417 Sports Complex

Consent Agenda

Patron Forum The board appreciates patrons taking time to talk to us about our policies and procedures. We set aside this time every meeting to hear from the public. Your comments should be directed towards board policies or the procedures our administrators establish to carry out those policies. This is not an appropriate time or place for patrons to make comments of a personal nature about any district employee or student, or to try and sell a product or service. Persons interested in doing business with the district need to make an appointment with the appropriate administrator. Persons making comments which violate the privacy right of district employees will be asked to terminate their remarks. If a patron or parent has a concern with one or more employees the board will refer that person to the appropriate administrator or the superintendent. If the board refers your concern to an administrator for investigation the board will follow-up it at a future meeting and you can expect the superintendent or another district employee to make arrangements to meet with you at the appropriate time. Thanks again for taking your time to discuss district business with the board.

Reports

Curriculum Director
Principals
Clerk of the BOE
Special Education Coordinator
Superintendent
Board of Education Members
AD

Action Items

A. Lease Purchase Agreement with Farmers & Drovers Bank
B. Use of Construction Manager At-risk for the Construction of a New Restroom/Concession Stand (share criteria with them)
C. CGHS Cafeteria Floor
D. Purchase of Locking Door Handles for Classroom Doors
E. Graduation Assignments

Discussion Items

A. Future Enrollment Projections from KASB
B. Select BOE members for the CMA selection

Executive Session

Adjournment

Next regular BOE meeting – April 10, 2017

USD 417 employees, parents, and patrons through their cooperative efforts assure district students of the knowledge, skills, and attitudes necessary to develop into lifelong learners who respect themselves and others, contribute to their communities, and succeed in a changing world.

OPEN MEETING LAW
REQUIREMENTS FOR EXECUTIVE SESSION

Sample Motion:

"Mr. President, I move that we go into executive session for the purpose of discussing (fill in subject) in order to (fill in justification), and that we return to open session in this room at (fill in time).

SUBJECT	JUSTIFICATION
Personnel matters for non-elected personnel	Protect the privacy interests of an identifiable individual(s)
Matters relating to actions adversely or favorable affecting a person as a student, except that any such person shall have the right to a public hearing if requested by that person	Protect the privacy rights of a student who is identifiable
Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships	Protect the privacy rights of a corporation, partnership, trust, etc. with regard to their financial affairs
Consultation with an attorney that would be deemed privileged in attorney-client relationship	Protect the attorney-client privilege and the public interest
Matters relating to employer-employee **negotiations** whether or not in consultation with the representative or representatives of the body or agency	Protect the district's right to the confidentiality of its negotiating position and the public interest
Preliminary discussions relating to the **acquisition of real property**	Protect the district's financial interest and bargaining position

USD 417 BOE Goals 2016-17

Goal	Action to be taken	Responsible parties	Evidence of completion	Timeline	Completed
#1 Additional Counseling Personnel	Exploration of costs for both a full time and a half-time position	Superintendent	Share information with BOE	December 2016 BOE meeting or earlier	
	Explore restructuring of current staff as an option to meet this goal	District administrative staff	Report on options presented to BOE	February 2017 BOE meeting	
	Redefine the division of responsibilities of our counseling staff for both an additional full time and a half-time employee	Superintendent, administrative and counseling staff	Report concerning the division of responsibilities to BOE	February 2017 BOE meeting	
	Carry out the decision of the BOE	Superintendent	Either additional position approved by BOE or not	Dependent on the development of a new state funding plan for public schools	
Goal	Action to be taken	Responsible parties	Evidence of completion	Timeline	Completed
#2 Study the Opportunities for Using Virtual Learning to Enhance Class Offerings and Reduce Dropouts for CGHS	Define our dropout situation to include i) Five year picture of CGHS dropouts ii) Explanations for why our students dropout and options for changes we might be able to make iii) Summary of research on dropout students and prevention programs iv) Provide options for USD 417 including any use of virtual education.	Superintendent, Director of C&I, CGHS Principal	Report to BOE	February 2017 BOE Meeting	
	Study and develop plan to increase class offerings that make sense and are affordable for CGHS students	Superintendent, Director of C&I, CGHS Principal	Report to BOE	February 2017 BOE Meeting	
	Develop a cost analysis for both the report regarding student dropouts and expansion of class offerings	Superintendent	Report to BOE	February 2017 BOE Meeting	
	BOE approval of any recommendations	Superintendent	Action item at BOE meeting	Dependent on the development of a new state funding plan for public schools	
Goal	Action to be taken	Responsible parties	Evidence of completion	Timeline	Completed
#3 Sports Facilities	Clearly define what is needed/wanted for the USD 417 stadium facilities	Superintendent, BOE, and CGHS Administration	BOE discussion and directive to proceed	November 2016 BOE Meeting	
	Work with district architect on conceptualization and cost analysis	Superintendent, District Architect	BOE discussion and directive to proceed	February 2017 BOE Meeting	
	Determine finance options for the plan the BOE chooses	Superintendent & Representative from Piper Jaffrey	Present finance options to BOE	April 2017 BOE Meeting	
	Proceed on BOE action to include, if approved, solicitation and selection of construction firm and action on finance option	Superintendent	Recommendation to the BOE	June 2017 BOE Meeting	
#4 Action Plan for Accreditation of USD 417 School District	Attend state led training sessions for this accreditation model throughout the school year	District Administration	Final report to BOE	May 2017 BOE Meeting	
	Complete Zero Year Quarter Guidance recommendations and action plans through the leadership teams in our district	Director of C&I, building administrators, various district level teams	Final report to BOE	May 2017 BOE Meeting	
	Determine the amount and type of longitudinal data in regards to the state BOE outcomes for accreditation and gather this data for future review. i) kindergarten readiness; ii) graduation rates; iii) post-secondary attendance/completion; iv) individual plans of study; v) academic results.	District administrative team under direction of our Director of C&I	Final report to the BOE	May 2017 BOE Meeting or earlier	
	Share the accreditation data, plans, and current results with our public	Superintendent and Director of C&I	Published document available to our public; placed on district website	June 2017	
	Determine our accreditation cycle length and begin preparations for accreditation visit if scheduled for year 1.	District administrative team under direction of our Director of C&I	Presentation to superintendent	June 2017	
Goal	Action to be taken	Responsible parties	Evidence of completion	Timeline	Completed
#5 Continue Addressing Issues to Improve Pay, Benefits, and Retention Issues for District	Update and continue to work on pay for district staff	Superintendent	Report to BOE	March 2017 BOE Meeting or earlier	
	Update and continue to work on employee benefits	Superintendent	Report on and make recommendation to BOE	June 2017 BOE Meeting or earlier	
	Study retention of staff issues	Superintendent	Report to BOE	March 2017 BOE Meeting	
	Explore staffing efficiencies in relation to priorities in order to fully meet district personnel needs and find cost savings to meet these priorities	District administrative team	Report and recommendations to BOE	March 2017 BOE Meeting	

March 13, 2016

Consent Agenda

Consent Agenda

A. Approval of Agenda

B. Approve minutes of previous meeting(s)

C. Financial report/pay bills

D. Acceptance of Donations and Gifts

E. Personnel

   a. Approve contract for:
      i. Shelby Morgan, CGES 4th grade
      ii. Becky Shearer, USD 417 Director of Food Service (200 day contract $26,000 salary)
      iii. Kathy Graham, Night Custodian Fulltime
      iv. Amy Willis, Night Custodian Part Time
   b. Accept resignation of Jeremy Harmison, PHES PE Instructor

F. Adopt Policies DFM and KK

Moved: _____ Seconded: _____

USD 417 Board of Education
Regular Meeting
January 13, 2017
District Office 6:30 p.m.

MEMBERS PRESENT: Chad Evans, Marie Blythe, Terry Powell, Linda Pretzer, Jim Reagan, TinaRae Scott, and Marty White.

OTHERS PRESENT: Tony Stecher, Summer Meyer, Charlene Riffel, Jay Doornbos, Torrie McDougal, Valerie Gehrer, Angela Harris, Kelly Gentry, Kelly McDiffett, Casey Maransani, Craig McNeal, Doug Conwell, and Jan Troxell.

PRESIDENT: President Terry Powell called the meeting to order.

CONSENT AGENDA: Marty White (TinaRae Scott) moved to approve the amended consent agenda. Motion passed 7-0.

REPORTS: Administrators sent their monthly updates via email. Mr. Conwell reported on legislative update that was held in Council Grove.

DISCUSSION ITEMS

POLICIES DFM & KK: These two policies were read. They will appear for approval at the next meeting.

TECHNOLOGY UPDATE: Torrie McDougal presented information for the board.

PARENT MEETING: A meeting for high school parents will be held on March 1st. It will cover several changes that are taking place in curriculum and plans of study.

ADDITIONAL COUNSELOR: Mr. Conwell presented information and how it might be funded.

ACTION ITEMS

2017-2018 CALENDAR: Jim Regan (TinaRae Scott) moved to approve the 2017-2018 calendar as presented. Motion passed 7-0.

HEALTH INSURANCE
RENEWAL: Marty White (TinaRae Scott) moved to approve the renewal of the BCBS Health insurance for USD 417. Motion passed 7-0.

WRESTLING ROOM
FLOOR TREATMENT: Chad Evans (Marty White) moved to proceed with the Desco wrestling floor treatment as presented in an amount not to exceed $42,000. Motion passed 7-0.

EXECUTIVE SESSION

TinaRae Scott (Linda Pretzer) moved to go into a 20 minute executive session for matters for personnel matters for non-elected personnel in order to protect the privacy interest of an identifiable individual with Doug Conwell, Kelly McDiffett and others as called. Motion passed 7-0.

The Board went into Executive Session at 7:24 p.m.
Mr. McDiffett left the session at 7:28 p.m.
The Board returned to Open Session at 7:44 p.m.

Terry Powell (TinaRae Scott) moved to go into a 10 minute executive session for matters for personnel matters for non-elected personnel in order to protect the privacy interest of an identifiable individual with Doug Conwell. Motion passed 7-0.

The Board went into Executive Session at 7:44 p.m.
The Board returned to Open Session at 7:54 p.m.

Terry Powell (TinaRae Scott) moved to go into a 5 minute executive session for matters for personnel matters for non-elected personnel in order to protect the privacy interest of an identifiable individual with Doug Conwell. Motion passed 7-0.

The Board went into Executive Session at 7:54 p.m.
The Board returned to Open Session at 7:59 p.m.

Jim Reagan (TinaRae Scott) moved to go into a 5 minute executive session for matters for personnel matters for non-elected personnel in order to protect the privacy interest of an identifiable individual with Doug Conwell. Motion passed 7-0.

The Board went into Executive Session at 7:59 p.m.
The Board returned to Open Session at 8:04 p.m.

2017-2018
ADMINSTRATOR
CONTRACTS: TinaRae Scott (Linda Pretzer) moved to renew administrative contracts for Kelly McDiffett, Heather Honas, Valerie Gehrer, Casey Maransani, and Kelly Gentry through the 2018-2019 school year. Motion passed 7-0.

TinaRae Scott (Linda Pretzer) moved to renew Mr. Conwell's superintendent contract through June 30, 2018. Motion passed 7-0.

Terry Powell adjourned the meeting.

APPROVED: _____

_____ _____

Jan Troxell, Clerk Terry Powell, President, BOE

USD 417

INVESTMENTS/CASH BALANCES

2/28/2017

ASSETS-CASH

Farmers & Drovers Checking 18	$1,822,956.86
F & D Money Market	$131,387.70
F & D CD	$50,000.00
F & D CD	$50,000.00
F & D CD	$50,579.41
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$100,000.00
F & D CD	$101,158.85
F & D CD	$130,492.13
F & D CD	$200,000.00
Farmers & Drovers Prem. Inv. Act 63	$943,676.33
Farmers & Drovers Prem. Inv. Act 85	$394,173.39
Emprise Bank Business Savings	$19,610.84
Farmers State Bank Money Market	$89,024.66
TOTAL CASH INVESTMENTS	$4,683,060.17

USD 417
TREASURERS INVESTMENT REPORT

2/28/2017

ID NUMBER	PURCHASE DATE	DURATION		AMOUNT	INTEREST RATE		ANNUAL INTEREST	MATURE DATE
FARMERS & DROVERS BANK								
18750	12/17/2015	12 Month	$	100,000.00	0.46%	$	460.00	12/17/2016
14375	3/30/2016	12 Month	$	100,000.00	0.60%	$	600.00	3/30/2017
18933	4/23/2016	12 Month	$	100,000.00	0.40%	$	400.00	4/23/2017
18934	4/23/2016	12 Month	$	100,000.00	0.40%	$	400.00	4/23/2017
18935	4/23/2016	12 Month	$	50,000.00	0.40%	$	200.00	4/23/2017
18941	5/7/2015	12 Month	$	100,000.00	0.40%	$	400.00	5/7/2017
18940	5/7/2015	12 Month	$	50,000.00	0.40%	$	200.00	5/7/2017
19080	7/6/2016	12 Month	$	200,000.00	0.40%	$	800.00	7/6/2017
18849	9/23/2016	13 Month	$	50,579.41	0.40%	$	202.32	10/23/2017
18848	9/23/2016	13 Month	$	101,158.85	0.40%	$	404.64	10/23/2017
14365	11/2/2015	24 Month	$	130,492.13	0.50%	$	652.46	11/2/2017
18764	2/10/2016	24 Month	$	100,000.00	0.60%	$	600.00	2/10/2018
18780	2/28/2016	24 Month	$	100,000.00	0.60%	$	600.00	2/28/2018
TOTAL			**$**	**1,282,230.39**		**$**	**5,919.41**	

USD 417 Morris County

Bank Account Reconciliation Report

Last Reconciled	Beginning Balance	Statement Date	Ending Balance
2/1/2017	$1,697,474.46	02/28/2017	$1,822,956.86

Date	Source Document	Item Number	Description	Deposit	Withdrawal
12/16/2016	Dec20 Checks	17156	American Fidelity Assurance Co		$2,202.49
12/21/2016	Dec 21 Checks	17174	Complete Works LLC		$71.60
12/21/2016	Dec 21 Checks	17179	Jostens, Inc		$1,125.08
1/1/2017	Sheryl Crooks BCBS fix	17200	Crooks, Sheryl A		$335.08
1/6/2017	Jan 6th Checks	17222	KMEA All-State Ensembles		$50.00
1/11/2017	Jan 11 Checks	17238	Council Grove Elementary		$240.00
1/20/2017	January20	17250	Watson, Melisa S		$377.79
1/20/2017	Jan20 Checks	17255	United School Administrators		$79.95
1/20/2017	Jan20 Checks	17256	Texas Life Insurance		$713.75
1/20/2017	Jan20 Checks	17261	American Fidelity Assurance Co		$2,806.65
1/20/2017	Jan20 Checks	17262	Council Grove Life Center		$1,183.00
1/25/2017	Jan 25th Checks	17498	Christine Buchman		$134.06
1/25/2017	Jan 25th Checks	17499	KAAE		$150.00
1/26/2017	252	17503	BP		$194.53
1/31/2017	CenterPoint Energy	17504	CenterPoint Energy Services Re		$5,574.61
2/1/2017	Re-Print KUMC_Nov23	17505	KUMC AHEC East		$100.00
2/3/2017	Feb3rd Checks	17506	AllofE Solutions		$500.00
2/3/2017	Feb3rd Checks	17507	Amazon		$598.84
2/3/2017	Feb3rd Checks	17508	American Electric Co-Emporia		$621.90
2/3/2017	Feb3rd Checks	17509	Aramark Uniform Services		$373.08
2/3/2017	Feb3rd Checks	17510	Bound to Stay Bound Books		$417.36
2/3/2017	Feb3rd Checks	17511	Central Mechanical Const Co, I		$390.00
2/3/2017	Feb3rd Checks	17512	Century/United Companies, Inc		$44.81
2/3/2017	Feb3rd Checks	17513	Council Grove Chamber of Comme		$120.00
2/3/2017	Feb3rd Checks	17514	Flint Hills Music		$21.50
2/3/2017	Feb3rd Checks	17515	Foley Industries		$783.89
2/3/2017	Feb3rd Checks	17516	Gallagher Benefit Services, In		$1,375.00
2/3/2017	Feb3rd Checks	17517	Haleigh Ebert		$87.66
2/3/2017	Feb3rd Checks	17518	Ingmire Plumbing & Htg, Inc.		$24.90
2/3/2017	Feb3rd Checks	17519	J.W. Pepper & Sons, Inc.		$159.99
2/3/2017	Feb3rd Checks	17520	Jayhawk Fire Sprinkler, Inc		$460.00
2/3/2017	Feb3rd Checks	17521	Jerry A. Harter		$60.00
2/3/2017	Feb3rd Checks	17522	Jones Electric, Inc		$860.25
2/3/2017	Feb3rd Checks	17523	KAHPERD		$42.00
2/3/2017	Feb3rd Checks	17524	Kansas Office State Fire Marsh		$150.00
2/3/2017	Feb3rd Checks	17525	KSDE		$40.00
2/3/2017	Feb3rd Checks	17526	Mark's Plumbing Parts		$30.50
2/3/2017	Feb3rd Checks	17527	Matheson Tri-Gas, Inc		$512.55
2/3/2017	Feb3rd Checks	17528	McDiffett Service		$330.00
2/3/2017	Feb3rd Checks	17529	The Parts Place		$1,845.97
2/3/2017	Feb3rd Checks				

2/3/2017	Feb3rd Checks	17530	Pepsi Bottling Group		$410.29
2/3/2017	Feb3rd Checks	17531	Prairie Fire Coffee		$94.55
2/3/2017	Feb3rd Checks	17532	Professional Fire Alarm Sys, I		$2,021.00
2/3/2017	Feb3rd Checks	17533	R Morgan Rakestraw		$1,283.00
2/3/2017	Feb3rd Checks	17534	Senseney Music Inc.		$12.55
2/3/2017	Feb3rd Checks	17535	Services Unlimited Heating &		$167.50
2/3/2017	Feb3rd Checks	17536	SHI International Corp		$734.94
2/3/2017	Feb3rd Checks	17537	Southeast KS Education Service		$135.00
2/3/2017	Feb3rd Checks	17538	Tina McIver		$18.94
2/3/2017	Feb3rd Checks	17539	US. Foods		$18,180.74
2/3/2017	Feb3rd Checks	17540	Williams Janitorial Supply		$57.00
2/3/2017	Feb3rd Checks	17541	Wolgast Lumber Co.		$33.22
2/3/2017	Feb3rd Checks	17542	Adams 66 Service		$494.17
2/8/2017	Feb 8th Checks	17543	Ben Moore Studio LLC		$7,200.00
2/8/2017	Feb 8th Checks	17544	City Of Council Grove		$1,055.96
2/8/2017	Feb 8th Checks	17545	Follett Library Resources		$226.73
2/8/2017	Feb 8th Checks	17546	Jostens, Inc		$334.58
2/8/2017	Feb 8th Checks	17547	Kansas Gas Service		$898.24
2/8/2017	Feb 8th Checks	17548	KMEA		$150.00
2/8/2017	Feb 8th Checks	17549	Manhattan Virtual Academy: MVA		$5,140.00
2/8/2017	Feb 8th Checks	17551	Summit Truck Group		$261.42
2/8/2017	Feb 8th Checks	17552	Trackwrestling		$90.00
2/8/2017	Feb 8th Checks	17553	Tri-County Telephone Assn, Inc		$4,154.52
2/8/2017	Feb 8th Checks	17554	Verizon Wireless		$51.85
2/8/2017	Feb 8th Checks	17555	Waste Management		$336.25
2/8/2017	Feb 8th Checks	17556	City Of Alta Vista		$152.76
2/9/2017	Feb 9th Checks	17557	American Electric Co-Emporia		$40.00
2/9/2017	Feb 9th Checks	17558	BP		$342.73
2/9/2017	Feb 9th Checks	17560	Council Grove High School-lunc		$256.60
2/9/2017	Feb 9th Checks	17561	Evco Wholesale Food Corp.		$456.65
2/9/2017	Feb 9th Checks	17562	F&A Food Sales, Inc		$477.42
2/9/2017	Feb 9th Checks	17563	Harris School Solutions		$3,600.00
2/9/2017	Feb 9th Checks	17564	Ka-Comm, Inc		$214.83
2/9/2017	Feb 9th Checks	17565	Learning Connections		$145.52
2/9/2017	Feb 9th Checks	17566	Midwest Bus Sales, Inc		$46.57
2/9/2017	Feb 9th Checks	17567	Pitney Bowes Purchase Power		$360.00
2/9/2017	Feb 9th Checks	17568	Prairie Fire Coffee		$44.90
2/9/2017	Feb 9th Checks	17569	Precision Printing		$91.47
2/9/2017	Feb 9th Checks	17570	Professional Fire Alarm Sys, I		$171.50
2/9/2017	Feb 9th Checks	17571	S&S Oil & Propane Co, Inc		$5,586.19
2/9/2017	Feb 9th Checks	17572	Southeast KS Education Service		$115.00
2/9/2017	Feb 9th Checks	17573	Superior Systems LLC		$383.00
2/13/2017	Feb13th Checks	EFT	Visa		$866.94
2/13/2017	Feb13th Checks	EFT	Westar Energy		$9,185.65
2/13/2017	Feb13th Checks	17574	Adams Lumber Co., Inc		$39.54
2/13/2017	Feb13th Checks	17575	Axe Equipment		$120.96

2/13/2017	Feb13th Checks	17576	Doug Conwell		$169.56
2/13/2017	Feb13th Checks	17577	Follett Library Resources		$1,371.81
2/13/2017	Feb13th Checks	17578	Gallagher Benefit Services, In		$1,375.00
2/13/2017	Feb13th Checks	17579	Hiland Dairy Company		$3,352.45
2/13/2017	Feb13th Checks	17580	Jennifer Wilkens		$113.40
2/13/2017	Feb13th Checks	17581	Kansas Drug Testing, Inc		$94.50
2/13/2017	Feb13th Checks	17582	Pepsi Bottling Group		$310.94
2/13/2017	Feb13th Checks	17583	Pizza Hut		$100.00
2/13/2017	Feb13th Checks	17584	Rays Apple Market		$437.59
2/13/2017	Feb13th Checks	17585	Sharon Richardson		$25.00
2/16/2017	Feb17th BayBridge 403b	EFT	Bay Bridge Administrators, LLC		$11,754.93
2/17/2017	Feb17 Direct Deposit	EFT	FEDERAL RESERVE KC		$255,770.00
2/17/2017	Feb17th Checks	17591	American Fidelity Assurance Co		$2,806.65
2/17/2017	Feb17th Checks	17592	American Fidelity Assurance Co		$4,510.04
2/17/2017	Feb17th Checks	17594	Legal Shield		$25.90
2/17/2017	Feb17th Checks	17595	NH Dept of Health & Human Serv		$316.09
2/17/2017	Feb17th Checks	17596	Pacific Life Insurance Company		$25.00
2/17/2017	Feb17th Checks	17597	Texas Life Insurance		$713.75
2/17/2017	Feb17th Checks	17599	United School Administrators		$79.95
2/17/2017	Feb17th Checks	17600	USD 417 Teacher's Assn.		$2,072.00
2/17/2017	Feb Conwell Mileage	17601	Conwell, Mark D		$837.04
2/20/2017	Feb17th BCBS	EFT	Blue Cross Blue Shield Of Ks		$54,443.00
2/20/2017	Feb17th KPERS	EFT	K P E R S		$20,677.72
2/20/2017	Feb17th KPERS	EFT	KPERS Licensed Retirees		$2,760.80
2/20/2017	Feb17th KPERS	EFT	KPERS Non Licensed Retirees		$317.20
2/20/2017	Feb 20th EFTPS	EFT	Farmers & Drovers Bank		$84,797.47
2/20/2017	Feb 20, 2017	17586	Good, Nancy L		$400.64
2/20/2017	Feb 20, 2017	17587	Ellerman, Mary K		$103.69
2/20/2017	Feb 20, 2017	17588	Edwards, Genessa A		$89.20
2/20/2017	Feb 20, 2017	17589	Craig, Amanda L		$612.46
2/20/2017	Feb 20, 2017	17590	Watson, Melisa S		$739.74
2/20/2017	260	17602	American Fidelity Assurance Co		$7.20
2/21/2017	Feb 17th State w/h	EFT	KS Wthldng Tax-DPT Of Revenue		$10,098.73
2/23/2017	Feb 23rd Checks	EFT	Office of the Kansas State Tre		$182,596.25
2/23/2017	Feb 23rd Checks	17603	CenterPoint Energy Services Re		$5,908.52
2/23/2017	Feb 23rd Checks	17604	Emily May		$500.00
2/23/2017	Feb 23rd Checks	17606	Kansas Association of School B		$2,750.00
2/23/2017	Feb 23rd Checks	17607	Don Platz		$41.42
2/28/2017	263	EFT	Blue Cross Blue Shield Of Ks		$4,599.16
2/28/2017	00007138	EFT	RevTrak/Payroll Fees; Temp Tra		$124.41
2/28/2017	Feb 2017	Feb 2017	Feb 2017	$874,741.08	
Sub Total				**$874,741.08**	**$749,258.68**

USD 417 Morris County

Bank Account Reconciliation Report

Last Reconciled	Beginning Balance	Statement Date			
2/1/2017	($15,338.59)	02/28/2017			
Date	**Source Document**	**Item Number**	**Description**	**Deposit**	**Withdrawal**
2/9/2017	Feb 9th Checks	17559	CG Republican		$287.24
2/17/2017	Feb17th Checks	17593	Council Grove Life Center		$1,183.00
2/17/2017	Feb17th Checks	17598	The Eye Doctors		$200.00
2/23/2017	Feb 23rd Checks	17605	Justine Liddick		$15.66
Sub Total					**$1,685.90**

USD 417 Morris County

Bank Account Reconciliation Report

Trans. Date	Source Document	Trans. No.	Account Code	Trans. Line Comment	Debit	Credit
02/01/2017	Nov23 Checks	00006898	08-901-000	Disbursement for Voucher: Nov23 Checks ; Fund=08	$100.00	$0.00
02/01/2017	Re-Print KUMC_Nov23	00006901	08-901-000	Disbursement for Voucher: Re-Print KUMC_Nov23; Fund=08	$0.00	$100.00
02/03/2017	Feb3rd Checks	00006947	08-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=08	$0.00	$10,896.74
02/03/2017	Feb3rd Checks	00006947	06-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=06	$0.00	$35.00
02/03/2017	Feb3rd Checks	00006947	24-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=24	$0.00	$18,591.03
02/03/2017	Feb3rd Checks	00006947	34-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=34	$0.00	$561.38
02/03/2017	Feb3rd Checks	00006947	35-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=35	$0.00	$2,121.57
02/03/2017	Feb3rd Checks	00006947	83-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=83	$0.00	$111.21
02/03/2017	Feb3rd Checks	00006947	82-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=82	$0.00	$500.00
02/03/2017	Feb3rd Checks	00006947	84-901-000	Disbursement for Voucher: Feb3rd Checks; Fund=84	$0.00	$182.00
02/07/2017	00006960	00006960	34-901-000	Unencumbered Cash Summary Fund Transfers	$15,226.24	$0.00
02/07/2017	00006960	00006960	06-901-000	Unencumbered Cash Summary Fund Transfers	$0.00	$120,378.35
02/07/2017	00006960	00006960	08-901-000	Unencumbered Cash Summary Fund Transfers	$0.00	$37,289.45
02/07/2017	00006960	00006960	11-901-000	Unencumbered Cash Summary Fund Transfers	$22,063.21	$0.00
02/07/2017	00006960	00006960	13-901-000	Unencumbered Cash Summary Fund Transfers	$114,049.31	$0.00
02/07/2017	00006960	00006960	14-901-000	Unencumbered Cash Summary Fund Transfers	$6,329.04	$0.00
02/07/2017	00006961	00006961	14-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$0.00	$6,329.04
02/07/2017	00006961	00006961	13-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$0.00	$114,049.31
02/07/2017	00006961	00006961	11-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$0.00	$22,063.21
02/07/2017	00006961	00006961	08-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$37,289.45	$0.00
02/07/2017	00006961	00006961	06-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$120,378.35	$0.00
02/07/2017	00006961	00006961	34-901-000	Reversing: Unencumbered Cash Summary Fund Transfers	$0.00	$15,226.24
02/08/2017	00006993	00006993	26-901-000	Reclass PD to Title II expense	$380.00	$0.00
02/08/2017	00006993	00006993	84-901-000	Reclass PD to Title II expense	$0.00	$380.00

02/08/2017	Feb 8th Checks	00006991	84-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=84	$0.00	$150.00
02/08/2017	Feb 8th Checks	00006991	62-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=62	$0.00	$182,596.25
02/08/2017	Feb 8th Checks	00006991	35-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=35	$0.00	$226.73
02/08/2017	Feb 8th Checks	00006991	08-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=08	$0.00	$12,816.99
02/08/2017	Feb 8th Checks	00006991	16-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=16	$0.00	$7,200.00
02/09/2017	00007016	00007016	24-901-000	DAC meeting food	$2.56	$0.00
02/09/2017	00007016	00007016	08-901-000	DAC meeting food	$0.00	$2.56
02/09/2017	Feb 9th Checks	00007019	08-901-000	Disbursement for Voucher: Feb 9th Checks; Fund=08	$0.00	$11,577.79
02/09/2017	Feb 9th Checks	00007019	26-901-000	Disbursement for Voucher: Feb 9th Checks; Fund=26	$0.00	$75.00
02/09/2017	Feb 9th Checks	00007019	24-901-000	Disbursement for Voucher: Feb 9th Checks; Fund=24	$0.00	$934.07
02/09/2017	Feb 9th Checks	00007019	83-901-000	Disbursement for Voucher: Feb 9th Checks; Fund=83	$0.00	$145.52
02/09/2017	Feb 9th Checks	00007019	84-901-000	Disbursement for Voucher: Feb 9th Checks; Fund=84	$0.00	$40.00
02/13/2017	Feb13th Checks	00007072	83-901-000	Disbursement for Voucher: Feb13th Checks; Fund=83	$0.00	$209.20
02/13/2017	Feb13th Checks	00007072	24-901-000	Disbursement for Voucher: Feb13th Checks; Fund=24	$0.00	$3,780.23
02/13/2017	Feb13th Checks	00007072	34-901-000	Disbursement for Voucher: Feb13th Checks; Fund=34	$0.00	$360.64
02/13/2017	Feb13th Checks	00007072	08-901-000	Disbursement for Voucher: Feb13th Checks; Fund=08	$0.00	$13,213.27
02/16/2017	Feb17th BayBridge 403b	00007082	08-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$300.07
02/16/2017	Feb17th BayBridge 403b	00007082	11-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$135.61
02/16/2017	Feb17th BayBridge 403b	00007082	06-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$8,991.04
02/16/2017	Feb17th BayBridge 403b	00007082	13-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$1,405.35
02/16/2017	Feb17th BayBridge 403b	00007082	14-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$84.20
02/16/2017	Feb17th BayBridge 403b	00007082	34-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$332.59
02/16/2017	Feb17th BayBridge 403b	00007082	24-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$99.34
02/16/2017	Feb17th BayBridge 403b	00007082	30-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$61.19
02/16/2017	Feb17th BayBridge 403b	00007082	83-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$187.36
02/16/2017	Feb17th BayBridge 403b	00007082	88-901-000	Mark Payroll Voucher Paid Feb17th BayBridge 403b	$0.00	$158.18
02/17/2017	Feb Conwell Mileage	00007081	08-901-000	Mark Paid Payroll Register Feb Conwell Mileage	$0.00	$837.04

02/17/2017	Feb17 Direct Deposit	00007088	08-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$13,233.77
02/17/2017	Feb17 Direct Deposit	00007088	06-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$169,295.83
02/17/2017	Feb17 Direct Deposit	00007088	13-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$31,289.68
02/17/2017	Feb17 Direct Deposit	00007088	11-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$3,693.94
02/17/2017	Feb17 Direct Deposit	00007088	22-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$1,909.27
02/17/2017	Feb17 Direct Deposit	00007088	14-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$1,956.44
02/17/2017	Feb17 Direct Deposit	00007088	88-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$5,669.96
02/17/2017	Feb17 Direct Deposit	00007088	83-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$10,551.07
02/17/2017	Feb17 Direct Deposit	00007088	24-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$8,311.00
02/17/2017	Feb17 Direct Deposit	00007088	34-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$7,589.78
02/17/2017	Feb17 Direct Deposit	00007088	30-901-000	Mark Payroll Voucher Paid Feb17 Direct Deposit	$0.00	$2,269.26
02/17/2017	Feb17th Checks	00007078	34-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$337.76
02/17/2017	Feb17th Checks	00007078	24-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$552.51
02/17/2017	Feb17th Checks	00007078	30-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$42.58
02/17/2017	Feb17th Checks	00007078	83-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$33.60
02/17/2017	Feb17th Checks	00007078	88-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$199.75
02/17/2017	Feb17th Checks	00007078	06-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$8,627.96
02/17/2017	Feb17th Checks	00007078	22-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$40.60
02/17/2017	Feb17th Checks	00007078	13-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$1,671.27
02/17/2017	Feb17th Checks	00007078	11-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$141.00
02/17/2017	Feb17th Checks	00007078	08-901-000	Mark Payroll Voucher Paid Feb17th Checks	$0.00	$285.35
02/20/2017	Feb 20, 2017	00007075	06-901-000	Mark Paid Payroll Register Feb 20, 2017	$0.00	$828.94
02/20/2017	Feb 20, 2017	00007075	22-901-000	Mark Paid Payroll Register Feb 20, 2017	$0.00	$103.69
02/20/2017	Feb 20, 2017	00007075	83-901-000	Mark Paid Payroll Register Feb 20, 2017	$0.00	$612.46
02/20/2017	Feb 20, 2017	00007075	24-901-000	Mark Paid Payroll Register Feb 20, 2017	$0.00	$400.64
02/20/2017	260	00007091	06-901-000	Disbursement for Voucher: 260; Fund=06	$0.00	$7.20
02/20/2017	Feb17th BCBS	00007093	06-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$34,875.41
02/20/2017	Feb17th BCBS	00007093	08-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$4,057.10
02/20/2017	Feb17th BCBS	00007093	11-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$388.19
02/20/2017	Feb17th BCBS	00007093	13-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$7,021.97
02/20/2017	Feb17th BCBS	00007093	24-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$3,484.65
02/20/2017	Feb17th BCBS	00007093	30-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$113.32
02/20/2017	Feb17th BCBS	00007093	34-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$1,508.42
02/20/2017	Feb17th BCBS	00007093	83-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$1,262.96
02/20/2017	Feb17th BCBS	00007093	88-901-000	Mark Payroll Voucher Paid Feb17th BCBS	$0.00	$1,730.98
02/20/2017	Feb17th KPERS	00007087	88-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$522.04
02/20/2017	Feb17th KPERS	00007087	83-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$481.92

02/20/2017	Feb17th KPERS	00007087	34-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$626.87
02/20/2017	Feb17th KPERS	00007087	30-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$379.36
02/20/2017	Feb17th KPERS	00007087	24-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$798.08
02/20/2017	Feb17th KPERS	00007087	14-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$168.40
02/20/2017	Feb17th KPERS	00007087	13-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$3,048.17
02/20/2017	Feb17th KPERS	00007087	22-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$133.06
02/20/2017	Feb17th KPERS	00007087	11-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$299.85
02/20/2017	Feb17th KPERS	00007087	08-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$1,132.43
02/20/2017	Feb17th KPERS	00007087	06-901-000	Mark Payroll Voucher Paid Feb17th KPERS	$0.00	$16,165.54
02/20/2017	Feb 20th EFTPS	00007089	06-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$57,660.40
02/20/2017	Feb 20th EFTPS	00007089	08-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$4,269.23
02/20/2017	Feb 20th EFTPS	00007089	22-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$381.51
02/20/2017	Feb 20th EFTPS	00007089	14-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$749.14
02/20/2017	Feb 20th EFTPS	00007089	11-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$1,054.25
02/20/2017	Feb 20th EFTPS	00007089	13-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$10,651.01
02/20/2017	Feb 20th EFTPS	00007089	24-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$2,564.59
02/20/2017	Feb 20th EFTPS	00007089	34-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$2,522.88
02/20/2017	Feb 20th EFTPS	00007089	30-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$686.17
02/20/2017	Feb 20th EFTPS	00007089	83-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$2,510.81
02/20/2017	Feb 20th EFTPS	00007089	88-901-000	Mark Payroll Voucher Paid Feb 20th EFTPS	$0.00	$1,747.48
02/21/2017	Feb 17th State w/h	00007094	88-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$220.81
02/21/2017	Feb 17th State w/h	00007094	83-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$247.75
02/21/2017	Feb 17th State w/h	00007094	34-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$322.76
02/21/2017	Feb 17th State w/h	00007094	30-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$98.80
02/21/2017	Feb 17th State w/h	00007094	24-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$271.59
02/21/2017	Feb 17th State w/h	00007094	13-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$1,380.27
02/21/2017	Feb 17th State w/h	00007094	11-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$100.52
02/21/2017	Feb 17th State w/h	00007094	14-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$91.27
02/21/2017	Feb 17th State w/h	00007094	22-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$23.57
02/21/2017	Feb 17th State w/h	00007094	08-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$445.06
02/21/2017	Feb 17th State w/h	00007094	06-901-000	Mark Payroll Voucher Paid Feb 17th State w/h	$0.00	$6,896.33
02/22/2017	Feb 8th Checks	00007099	62-901-000	Disbursement for Voucher: Feb 8th Checks; Fund=62	$182,596.25	$0.00
02/23/2017	Feb 23rd Checks	00007117	62-901-000	Disbursement for Voucher: Feb 23rd Checks; Fund=62	$0.00	$182,596.25
02/23/2017	Feb 23rd Checks	00007117	83-901-000	Disbursement for Voucher: Feb 23rd Checks; Fund=83	$0.00	$15.66
02/23/2017	Feb 23rd Checks	00007117	35-901-000	Disbursement for Voucher: Feb 23rd Checks; Fund=35	$0.00	$500.00
02/23/2017	Feb 23rd Checks	00007117	08-901-000	Disbursement for Voucher: Feb 23rd Checks; Fund=08	$0.00	$8,699.94
02/28/2017	00007135	00007135	08-901-000	Reclasses from HS Library Budget	$6,470.00	$6,470.00
02/28/2017	00007137	00007137	24-901-000	KRR February Family Engagement Meals	$118.40	$0.00
02/28/2017	00007137	00007137	83-901-000	KRR February Family Engagement Meals	$0.00	$118.40
02/28/2017	00007138	00007138	24-901-000	RevTrak	$0.00	$108.31
02/28/2017	00007138	00007138	08-901-000	Payroll JAW Fees	$0.00	$16.10

02/28/2017	Feb 2017	00007134	08-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$221,166.62	$0.00
02/28/2017	Feb 2017	00007134	06-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$383,508.72	$0.00
02/28/2017	Feb 2017	00007134	24-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$44,496.26	$0.00
02/28/2017	Feb 2017	00007134	16-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$119,101.11	$0.00
02/28/2017	Feb 2017	00007134	22-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$1,534.00	$0.00
02/28/2017	Feb 2017	00007134	35-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$1,700.00	$0.00
02/28/2017	Feb 2017	00007134	84-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$5,000.00	$0.00
02/28/2017	Feb 2017	00007134	88-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$63,843.00	$0.00
02/28/2017	Feb 2017	00007134	56-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$46.00	$0.00
02/28/2017	Feb 2017	00007134	62-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$30,533.00	$0.00
02/28/2017	Feb 2017	00007134	30-901-000	Approve Cash Receipts Batch; Batch No.: Feb 2017;Receipt No.: 00	$3,812.37	$0.00
02/28/2017	263	00007130	06-901-000	Disbursement for Voucher: 263; Fund=06	$0.00	$4,599.16
Sub Total					**$1,379,743.89**	**$1,240,608.80**

USD 417 Morris County

Bank Account Reconciliation Report

	Bank Reconciliation	+	Outstanding	=	ExpectedGL	-	ActualGL	=	Difference
Beginning Balance	$1,697,474.46	+	($15,338.59)	=	$1,682,135.87	-	$1,682,135.87	=	$0.00
Deposits/Debits	$874,741.08	+	$0.00	=	$874,741.08	-	$1,379,743.89	=	($505,002.81)
Withdrawals/Credits	($749,258.68)	+	$13,652.69	=	($735,605.99)	-	($1,240,608.80)	=	$505,002.81
Sub Total	**$1,822,956.86**		**($1,685.90)**		**$1,821,270.96**		**$1,821,270.96**		**$0.00**

USD 417 Morris County

Check Report

Check Date	Check Number	Payee	Type	Amount
02/16/2017	EFT	Bay Bridge Administrators, LLC	Payroll Liability	$11,754.93
02/17/2017	17591	American Fidelity Flex/Dc	Payroll Liability	$2,806.65
02/17/2017	17592	American Fidelity Products	Payroll Liability	$4,510.04
02/17/2017	17593	Council Grove Life Center	Payroll Liability	$1,183.00
02/17/2017	17594	Legal Shield	Payroll Liability	$25.90
02/17/2017	17595	GR-NH Dept of Health & Human Services	Payroll Liability	$316.09
02/17/2017	17596	Pacific Life Insurance Company	Payroll Liability	$25.00
02/17/2017	17597	Texas Life Insurance	Payroll Liability	$713.75
02/17/2017	17598	Eye Doctors (The)	Payroll Liability	$200.00
02/17/2017	17599	United School Administrators	Payroll Liability	$79.95
02/17/2017	17600	USD 417 Teacher's Assn.	Payroll Liability	$2,072.00
02/17/2017	EFT	Direct Deposit	Payroll Liability	$255,770.00
02/20/2017	17602	American Fidelity Products	Accounts Payable	$7.20
02/20/2017	EFT	Blue Cross Blue Shield Of Ks	Payroll Liability	$54,443.00
02/20/2017	EFT	Fed Taxes	Payroll Liability	$84,797.47
02/20/2017	EFT	K P E R S	Payroll Liability	$20,677.72
02/20/2017	EFT	KPERS Licensed Retirees	Payroll Liability	$2,760.80
02/20/2017	EFT	KPERS Non Licensed Retirees	Payroll Liability	$317.20
02/21/2017	EFT	Ks Wthldng Tax-DPT Of Revenue	Payroll Liability	$10,098.73
02/23/2017	EFT	Office of the Kansas State Treasurer	Accounts Payable	$182,596.25
02/23/2017	17603	CenterPoint Energy Services Retail, LLC	Accounts Payable	$5,908.52
02/23/2017	17604	Emily May	Accounts Payable	$500.00
02/23/2017	17605	Justine Liddick	Accounts Payable	$15.66
02/23/2017	17606	KASB	Accounts Payable	$2,750.00
02/23/2017	17607	Platz, Don	Accounts Payable	$41.42
02/28/2017	EFT	Blue Cross Blue Shield Of Ks	Accounts Payable	$4,599.16
03/01/2017	17608	Amazon	Accounts Payable	$688.70
03/01/2017	17609	Butler Community College	Accounts Payable	$600.00
03/01/2017	17610	Complete Works LLC	Accounts Payable	$507.81
03/01/2017	17611	Dollar General Corp	Accounts Payable	$158.50
03/01/2017	17612	Envision Industries, Inc	Accounts Payable	$525.00
03/01/2017	17613	FastBridge Learning	Accounts Payable	$1,480.00

03/01/2017	17614	Follett Library Resources	Accounts Payable	$270.21
03/01/2017	17615	Gordon N Stowe & Associates, Inc	Accounts Payable	$397.50
03/01/2017	17616	Integrated Controls	Accounts Payable	$91.35
03/01/2017	17617	MACE	Accounts Payable	$800.00
03/01/2017	17618	Matheson Tri-Gas, Inc	Accounts Payable	$255.21
03/01/2017	17619	Morris County Health Dept	Accounts Payable	$241.00
03/01/2017	17620	Network Computer Solutions	Accounts Payable	$99.51
03/01/2017	17621	Nill Bros Sporting Goods, Inc	Accounts Payable	$406.67
03/01/2017	17622	Play It Again Sports	Accounts Payable	$1,268.50
03/01/2017	17623	Pur-O-zone Chemical Co., Inc.	Accounts Payable	$687.75
03/01/2017	17624	REDI Systems, Inc.	Accounts Payable	$1,327.80
03/01/2017	17625	Services Unlimited Heating &	Accounts Payable	$889.00
03/01/2017	17626	UAC-United Associations Conference	Accounts Payable	$125.00
03/01/2017	17627	Williams Janitorial Supply	Accounts Payable	$418.85
Sub Total				**$660,208.80**

USD417 Donations

Giving Party	Amount	Date Deposited	Benefactor
Community Christian Church	$100.00	3/10/2017	CGES & PHES After School Programs
First Baptist Church	$200.00	3/10/2017	CGES & PHES After School Programs
First Baptist Church	$200.00	3/10/2017	Summer Food Program
USD 417 Educational Enhancement Fund	$500.00	2/23/2017	PHES - Breakout Boxes

USD 417 LICENSED EMPLOYEE

RECOMMENDATION

Name: Shelby Morgan
Position: 4th Grade Teacher

Building:
CGES

[X] Replacement for Haleigh Ebert
[ ] New Position

EDUCATION INFORMATION

B.S.: Kansas State University
M.S.:
Major: Elementary Education
Minor: Area of concentration – Special Education
Other Degrees:
Previous Experience: Student teaching
Placement on Salary Schedule: BS, 1

PROCESS

Number of Applicants 4
Number Considered 3
Number Interviewed 4

References Contacted: Laura Tietjen, Ph.D. and Laura Nordeen

USD 417 Classified Employee

Recommendation

Name: Kathy Graham
Position: Custodian
Building: CGJH/HS

[X] Replacement
[ ] New Position

Previous Work Experience

Adams Lumber	2010 – Present
Dollar Genteral	1999 – 2010

Placement on Salary Schedule: Step 1

Process

Number of Applicants	9
Number Considered	3
Number Interviewed	3

References:
Mike Gentry
Amanda Craige
Charlene Riffel

USD 417 Classified Employee

Recommendation

Name: Amy Willis
Position: Custodian (1/2 time, 20 hrs. per week)
Building: CGJH/HS

[X] Replacement
[ ] New Position

Previous Work Experience

ACT Call Center	Sept., 2016 – Dec., 2016
Chase County Detention Ctr.	Mar., 2014 – Sept., 2016

Placement on Salary Schedule: Step 1

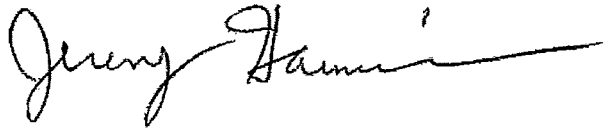
Process

Number of Applicants	9
Number Considered	3
Number Interviewed	3

References:
Sam Morris
Kathy Christiansen
Pat Blount

2/16/17

I would like to formally submit my resignation for my current teaching position at Prairie Heights Elementary School. This will be effective at the end of the 2016-17 school year.



Jeremy Harmison

DFM **Equipment and Supplies Sales (See KK)** **DFM**

Excess or unusable district-owned equipment and supplies will be disposed of at the discretion of the board.

Sale of Technological Equipment

Unless overturned by majority vote of the board, it is the board's preference that unneeded district technological equipment be offered for sale first to the district's teaching staff prior to making it available for sale to the general public. All equipment is sold 'as is' with no warranty.

Approved: 3/2107

KASB Recommendation – 4/07; 12/16

KK Sale of District Property (See DFM) KK

The board may dispose of property in a manner the board deems to be in the district's best interest. Whenever excess district property is to be sold at auction, all sales shall be to the highest bidder. No credit shall be extended.

Approved – 3/2017

KASB Recommendation – 3/00; 4/07

USD 417 – Morris County Schools

Surplus Laptop Purchase Agreement

Date: _____

I, _____ (printed name), am purchasing the surplus (laptop/iPad/other technology) listed below and agree to the following terms and conditions:

Brand: _____

Model: _____

Serial Number: _____

Terms and Conditions:

- Cost of the laptop/iPad: $
- Payment in full must be paid prior to receiving the laptop/iPad
- The laptop/iPad is sold "as is" with no warranties or guarantees
- USD 417 will not provide any technical support for surplus laptops/iPads once they are purchased
- All software products purchased by and licensed to USD 417 (i.e.: Microsoft Office programs) will be removed from laptop by USD 417 IT personnel prior to transfer of possession

Signature of Purchaser: _____

_____ Payment Received – payable to USD 417 (initialed by administrator or secretary)

___ cash (receipt # _____)

___ check (check # _____)

___ debit/credit

_____ Licensed Software Removed (initialed by technology department personnel)

(forward this form and payment to the Board Clerk)

March 13, 2016

Lease Purchase

Lease Purchase Agreement with Farmers and Drovers Bank

Moved: _____ Seconded: _____

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Lease"), dated ____ __, 2017, is entered into between **Farmers & Drovers Bank, Council Grove, Kansas**, a state banking organization, organized and existing under the laws of the State of Kansas (the "Bank"), and the **Morris County UNIFIED SCHOOL DISTRICT NO. 417, Council Grove, Kansas,** a unified school district and political subdivision organized and existing under the laws of the State of Kansas (the "District").

WITNESSETH:

WHEREAS, the District has an immediate need to construct and equip improvements on the Real Property owned by the district (the "Improvements") to further its governmental and public purposes as established by law, but does not have sufficient funds available for the Improvements; and

WHEREAS, the District is the owner of the Real Property on which it desires to make the Improvements; and

WHEREAS, the Bank proposes to lease improvements to the Real Property to the District pursuant to that certain Base Lease (the "Base Lease") of even date herewith between Bank and the District and to provide up to $500,000.00 to acquire, construct and equip the Improvements and has further offered to lease the Improvements (the "Project") to the District subject to the terms and conditions and for the purposes set forth in this Lease.

WHEREAS, concurrently herewith the Bank will provide the District with funds to pay the costs to acquire, construct, furnish and install the Improvements; and

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise specifically requires or indicates to the contrary, the following terms as used in this Lease will have the following meanings:

"Available Revenues" means, for any Fiscal Year, any balances of the District from previous Fiscal Years encumbered to pay Rent, amounts budgeted or appropriated by the District for such Fiscal Year plus any unencumbered balances of the District from previous Fiscal Years that are legally available to pay Rent during such Fiscal Year.

"Base Lease" means the Base Lease of even date herewith, between the District, as lessor, and the Bank, as lessee.

"Basic Rent" means the Basic Rent Payments comprised of a Principal Portion and an Interest Portion as set forth on **Exhibit A**, as **Exhibit A** may be revised as provided in **Section 4.06**.

"Basic Rent Payment" means a payment of Basic Rent.

"Basic Rent Payment Date" means each July 3 and January 3 of each year during the Lease Term, commencing on July 3, 2017.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the Bank is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Commencement Date" means July 3, 2017.

"Completion Certificate" means the certificate of the District given in accordance with **Section 5.03**.

"Completion Date" means the date of completion of the Improvements as that date will be certified as provided in **Section 5.03**.

"Construction Agreement" means one of any agreements between the District and various parties, if any, providing for the acquisition, construction and installation of various portions of the Improvements.

"Contractor" means _____, or any other engineer or contractor hired by the District with respect to the Improvements.

"Costs of Improvements" means all reasonable or necessary expenses related or incidental to the acquisition and construction of the Improvements, including the expenses of studies, surveys, architectural and engineering services, legal and other special services and all other necessary and incidental expenses to the Completion Date.

"District" means the Morris County Unified School District No. 417, Council Grove, Kansas, a unified school district duly created, organized and existing under and by virtue of the laws of the State of Kansas, and its successors.

"Event of Default" means an Event of Default as described in **Section 12.01**.

"Expenditure Period" means the ten-year period beginning on the Commencement Date of this Lease.

"Extension Period" means any extension of the Expenditure Period, granted to the District by the Secretary of the Treasury.

"Fiscal Year" means the fiscal year of the District, currently the twelve-month period beginning July 1 and ending on June 30.

"Improvement Costs" means all of the costs of the Improvements to the extent that such amounts are paid for the cost of construction, rehabilitation or repair of a public school facility, or to acquire equipment to be used in the portion of the public school facility that is being constructed, rehabilitated or repaired.

"Improvements" means the Improvements specifically described in the schedule attached hereto as **Exhibit B** including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

"Interest Portion" means the portion of each Basic Rent Payment that represents the payment of interest as set forth on **Exhibit A**.

"Interest Rate" means 3.75% per annum.

"IRS" means the Internal Revenue Service of the United States of America.

"Lease" means this Lease Purchase Agreement dated ___ __, 2017, between the Bank, as lessor, and the District, as lessee, as amended and supplemented from time to time in accordance with its terms.

"Lease Term" means the period from the Commencement Date of this Lease until July 3, 2027.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim condemnation award or sale under threat of condemnation.

"Opinion of Counsel" means a written opinion of counsel who is acceptable to the Bank. The counsel may be an employee of or counsel to the District.

"Prepayment Date" means any date set for the District's purchase of the Bank's interest in the Improvements pursuant to **Section 10.01 or 10.02** hereof.

"Principal Portion" means the principal portion of the Basic Rent Payments as set forth in **Exhibit A**.

"Purchase Price" means the amount designated as such in **Article X** that the District may pay to the Bank to purchase the Bank's interest in the Improvements.

"Rent" means, collectively, Basic Rent and Supplemental Rent.

"Rent Payment" means a payment of Rent.

"State" means the State of Kansas.

"Substitute Improvements" means substitute or additional improvements authorized pursuant to **Section 5.01** hereof.

"Supplemental Rent" means all amounts due hereunder other than Basic Rent.

"Supplemental Lease" means any amendment or supplement to this Lease entered pursuant to **Section 13.05.**

"Supplemental Rent Payment" means a payment of Supplemental Rent.

"Bank" means Farmers & Drovers Bank, Council Grove, Kansas.

Section 1.02. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context will otherwise indicate, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons. The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore,"

"hereinafter" and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used. Reference herein to a particular article, section, exhibit, schedule or appendix will be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent. Whenever an item or items are listed after the words "including," such listing is not intended to be a listing that excludes items not listed. The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Lease is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Lease contained will not affect the remaining portions of this Lease, or any part thereof.

Section 1.05. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the District. The District represents and warrants, as of the date of delivery hereof, as follows:

(a) The District is a unified school district duly created, organized and existing under and by virtue of the constitution and laws of the State with full power and authority to enter into this Lease and the transaction contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

(b) The District has full power and authority to enter into the transactions contemplated by this Lease and has been duly authorized to execute and deliver this Lease by proper action by its governing body. This Lease is a valid, legal and binding obligation of the District enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditor's rights generally.

(c) The lease of the Improvements by the Bank to the District, as provided in this Lease, is necessary, desirable, in the public interest and consistent with the permissible scope of the District's authority. The District hereby declares its current need for the Improvements and its current expectation that it will continue to need and use the Improvements for the maximum Lease Term.

(d) The District's financial statements that have been provided to Bank present fairly, in accordance with a statutory basis of accounting and applicable regulations consistently applied throughout the periods involved, the financial position of the District as at their respective dates and the

revenues and expenses and changes in fund balances for the periods covered thereby.

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

(f) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the District authorizing this Lease or the power or authority of the District to enter into this Lease or the validity or enforceability of this Lease or that, if adversely determined, would adversely affect the transactions contemplated by this Lease or the interest of the Bank under this Lease.

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

(h) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists.

(i) Upon completion, the Improvements will be structurally sound and in compliance with all applicable building and design codes.

(j) The District has complied or will comply with all public bidding or other requirements that may be applicable to this Lease and the acquisition, construction and equipping of the Improvements.

(k) The capital cost that would be required to purchase the Improvements if paid for by cash would be $500,000.00.

(l) The annual average effective interest cost of this Lease is 3.75% per annum.

(m) No amount is included in Rent (assuming continuation of this Lease through the Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

ARTICLE III
DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Improvements. The Bank hereby demises, leases, and lets to the District, and the District rents, leases, and hires from the Bank, the Improvements in accordance with this Lease for the Lease Term.

Section 3.02. Lease Term. The Lease Term shall commence on the Commencement Date and will terminate on July 3, 2027, unless the Bank shall have terminated this Lease pursuant to **Section 12.02**.

Section 3.03. Continuation of Lease Term by the District. The District intends to continue this Lease through the Lease Term and to pay all Rent hereunder subject to prepayment hereafter authorized. The District reasonably believes that Available Revenues in an amount sufficient to make all payments of

Rent during the Lease Term can be obtained. The District further covenants that its responsible financial officer shall do all things lawfully within its power to obtain and maintain funds from which the Rent may be paid, including making provisions for such payments to the extent necessary in each proposed budget or appropriation request submitted for adoption in accordance with applicable provisions of law and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.04. Enjoyment of Improvements. The Bank will provide the District during the Lease Term with quiet use and enjoyment of the Improvements, and the District will, during the Lease Term, peaceably and quietly have, hold and enjoy the Improvements, without suit, trouble or hindrance from the Bank, except as expressly set forth in this Lease. The District will have the right to use the Improvements for any essential governmental or proprietary purpose of the District, subject to the limitations contained in this Lease. Notwithstanding any other provision in this Lease, the Bank will have no responsibility to cause the Improvements to be constructed or to maintain, repair or insure the Improvements. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Improvements, as to the manner and use or the condition of the Improvements. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VII**. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer and during such contest or review, the District may refrain from complying therewith, if the District furnishes, on request, to the Bank, at the District's expense, indemnity satisfactory to the Bank.

Section 3.05. Inspection. The Bank will have the right at all reasonable times and with reasonable notice during business hours to enter into and upon the Improvements for the purpose of inspecting the Improvements.

ARTICLE IV
RENT

Section 4.01. Basic Rent. The District will promptly pay Bank all Basic Rent, subject to **Section 4.03**, in lawful money of the United States of America on each Basic Rent Payment Date in such amounts as are described on **Exhibit A**. A portion of each Basic Rent Payment is paid as, and represents payment of, interest as set forth on **Exhibit A.**

Section 4.02. Supplemental Rent. The District will pay, subject to **Sections 3.04** and **4.03**, as Supplemental Rent (a) all Impositions (as defined in **Article VI**); (b) all amounts required under **Sections 4.04** and all other payments of whatever nature that the District has agreed to pay or assume under this Lease; (c) all expenses, including attorneys' fees and expenses to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease by the Bank; and (d) all fees, charges and expenses of the Bank as further provided in **Section 4.07**. Amounts required to be paid under this Section will be paid directly to
the person or entity owed.

Section 4.03. Rent Payments to Constitute a Current Expense and Limited Obligation of the District. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, THE BANK AND THE

DISTRICT UNDERSTAND AND INTEND THAT THE OBLIGATION OF THE DISTRICT TO PAY RENT HEREUNDER BE LIMITED TO PAYMENT FROM AVAILABLE REVENUES AND WILL CONSTITUTE A CURRENT EXPENSE OF THE DISTRICT AND WILL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE DISTRICT AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE LESSEE; SUCH OBLIGATION SHALL NOT BE CONSTRUED TO BE A DEBT OF THE DISTRICT IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE DISTRICT, BUT SHALL BE PAYABLE SOLELY FROM AMOUNTS APPROPRIATED THEREFOR, ANY PROCEEDS OF THE IMPROVEMENTS AND THE NET PROCEEDS OF ANY INSURANCE OR CONDEMNATION AWARDS, NOR WILL ANYTHING CONTAINED HEREIN CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE DISTRICT, AND ALL PROVISIONS OF THIS LEASE WILL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT.

Section 4.04. Advances. In the event the District will fail to either maintain the insurance required by this Lease or keep the Improvements in good repair, the Bank may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Improvements and pay the cost thereof. All amounts so advanced by the Bank will constitute Supplemental Rent, and the District covenants and agrees to pay such amounts so advanced by the Bank with interest thereon from the due date until paid at a rate per annum equal 4.00% or the maximum amount permitted by law, whichever is less.

Section 4.05. Net Lease; Rent Payments to be Unconditional. This Lease is intended to be net to the Bank, subject to Section 4.03, and the obligations of the District to make payment of the Rent Payments and to perform and observe the other covenants and agreements contained herein will be absolute and unconditional in all events without abatement, diminution, deduction, setoff or defense, or any right of termination or cancellation, for any reason, including any failure of the Improvements to be constructed or installed, any defects, malfunctions, breakdowns or infirmities in the Improvements or any accident, condemnation or unforeseen circumstances. The obligations of the District to make rent payments hereunder do not in any respect represent or constitute a general obligation or indebtedness of the District in contravention of any applicable constitutional or statutory limitation or requirement, nor do they constitute a pledge of the full faith and credit of the District. Nothing in this Lease will be construed as a waiver by the District of any rights or claims the District may have against the Bank under this Lease or otherwise, but any recovery upon such rights and claims will be from the Bank separately, it being the intent of this Lease that the District will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Basic Rent and Supplemental Rent. The District may, however, at its own cost and expense and in its own name or in the name of the Bank, prosecute or defend any action or proceeding or take any other action involving third persons that the District deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Bank hereby agrees, subject to receipt by the Bank of satisfactory indemnity from the District, in its sole and absolute discretion, to cooperate fully with the District and to take all action necessary to effect the substitution of the District for the Bank in any such action or proceeding if the District will so request.

Section 4.06. Increased Basic Rent. Notwithstanding any other provision of this Lease, the Bank and the District may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Basic Rent payable by the District on any Basic Rent Payment Date to provide funds to pay the costs of (a) completion of the acquisition and construction of the Improvements, (b) repairing, replacing or restoring the Improvements, (c) improving, upgrading or modifying the Improvements, and (d) the

acquisition, purchase construction or equipping of additions to or expansions or remodeling or modification of the Improvements. Each such Supplemental Lease will include an amended **Exhibit A** reflecting separately the Principal Portion and the Interest Portion of Basic Rent allocable to the original Lease and to each Supplemental Lease due on each Basic Rent Payment Date as well as the total Basic Rent on each Basic Rent Payment Date. Such amended **Exhibit A** shall also include an estimate of the Mandatory Reserve Fund Deposits, if any, due on each Basic Rent Payment Date.

ARTICLE V
ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS

Section 5.01. Acquisition, Construction and Installation. The District represents, warrants, covenants and agrees as follows:

(a) It has entered into or will enter into the Construction Agreement providing for the construction of the Improvements in accordance with State law and the plans and specifications for the Improvements prepared by a Contractor licensed to practice in Kansas;

(b) It will cause the acquisition, construction, equipping and installation of the Improvements to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(c) All contracts entered into or to be entered into by the District relating to such work will be in accordance with all applicable requirements of the laws of the State and will have the performance bonds as reasonably required by Bank, in its sole and absolute discretion;

(d) It has obtained or will obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, construction, installation, operation and maintenance of the Improvements and will comply with all lawful requirements of any governmental body regarding the use or condition of the Improvements, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Improvements and irrespective of the cost of so complying;

(e) It will pay all fees, costs and expenses incurred in completing the Improvements; and

(f) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the purchase, construction and installation of the Improvements, and it will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith. Notwithstanding the foregoing, if the purchase, construction and installation of the Improvements is delayed or fails to occur for any reason, there will be no diminution in or postponement of the payments to be made by the District hereunder.

The Bank is not the agent or representative of the District, and the District is not the agent of the Bank, and this Lease will not be construed to make the Bank liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Improvements, or for debts or claims accruing to the aforesaid parties against the District. This Lease

will not create any contractual relation either expressed or implied between the Bank and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Improvements. Notwithstanding anything herein to the contrary, during the Lease Term, the Bank will not be deemed to exercise control over or be an operator or owner of the Improvements and will not be responsible or liable for the operation, use and maintenance of the Improvements.

Section 5.02. Payment for Construction of the Improvements. Costs and expenses of every nature incurred in the construction of the Improvements will be paid by the District upon receipt by the Bank of a pay order submitted by the contractor and approved by the District. The District will maintain a record of all payments, invoices, pay orders, change orders, and provide such documentation to the Bank as requested.

Section 5.03. Completion Date; Excess Funds. The Completion Date will be evidenced to the Bank upon receipt by the Bank of a certificate signed by the Authorized Representative of the District (the "Completion Certificate") stating (a) the date on which the Improvements were substantially completed, (b) that all other facilities necessary in connection with the Improvements have been purchased, constructed and installed, (c) that the Improvements and such other facilities have been purchased, constructed, made and installed in accordance with the plans and specifications therefor and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (d) that, except for Costs of Improvements described in clause (e), all Costs of Improvements have been paid, and (e) the amounts, if any, to be retained for the payment of Costs of Improvements, if any, not yet due or Costs of Improvements whose liability the District is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the District that then exist or may subsequently come into being against third parties.

Section 5.04. Warranties. The Bank hereby assigns to the District for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and the Bank hereby authorizes the District to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the District's expense. The District's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any architect, contractor, subcontractor or supplier, and not against the Bank, nor will such matter have any effect whatsoever on the rights of the Bank with respect to this Lease, including the right to receive full and timely Basic Rent Payments and Supplemental Rent Payments. The District expressly acknowledges that the Bank does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements.

Section 5.05. DISCLAIMER OF WARRANTIES. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE IMPROVEMENTS OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF THE IMPROVEMENTS OR ANY PART THEREOF.

Section 5.06. Deficiency of Improvement Fund. If the funds provided by Bank are insufficient to pay fully all Costs of Improvements and to complete fully the Improvements lien free, the District will

pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same becomes due. The Bank is not obligated to pay and will not be responsible for any such deficiency, and the District will save the Bank whole and harmless from any obligation to pay such deficiency.

ARTICLE VI
IMPOSITIONS

Section 6.01. Impositions. The District will bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Real Property or Improvements, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, that if not paid when due would impair the security of the Bank or encumber the Real Property or Improvements (all of the foregoing being herein referred to as "Impositions").

Section 6.02. Contest of Impositions. The District will have the right, in its own name or in the Bank's name, to contest the validity or amount of any Imposition that the District is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Bank notifies the District that, in the Opinion of Counsel, by nonpayment of any such items the interest of the Bank in the Real Property or Improvements will be endangered or the Real Property or Improvements or any part thereof will be subject to loss or forfeiture, in which event the District will promptly pay such taxes, assessments or charges or provide the Bank with full security against any loss that may result from nonpayment in form satisfactory to the Bank. The Bank agrees to cooperate with the District in connection with any and all administrative or judicial proceedings related to Impositions. The District will hold the Bank whole and harmless from any costs and expenses the Bank may incur with respect to any Imposition.

ARTICLE VII
INSURANCE; INDEMNITY

Section 7.01. Insurance Required. The District will, during the Lease Term, cause the Improvements to be kept continuously insured against such risks customarily insured against for equipment such as the Improvements and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance: (a) casualty insurance insuring the Improvements against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks in an amount at least equal to the then applicable Purchase Price of the Improvements, (b) liability insurance that protects the Bank from liability in all events, and (c) workers' compensation coverage as required by the laws of the State. All such casualty insurance will contain a provision making any losses payable to the Bank and the District, as their respective interests may appear. Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the certificates evidencing such insurance will be delivered by the District to the Bank. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' written notice to the District and the Bank. Not less than annually, the District will provide a current certificate evidencing that the District is in compliance with the requirements of this Section to the Bank. Nothing in this Lease will be construed as preventing the District from satisfying the insurance

requirements herein set forth by using blanket policies of insurance or self-insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with. The District may elect to be self–insured for all or any part of the foregoing requirements of this **Section 7.01** if (i) the District annually obtains a written evaluation with respect to such self-insurance program from an individual or firm selected by the District and acceptable to the Bank qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the District and having a favorable reputation for skill and experience in making such surveys and recommendations (an "Insurance Consultant"), (ii) the evaluation is to the effect that the self-insurance program is sound, (iii) unless the evaluation states that such reserves are not necessary, the District maintains adequate reserves for the self-insurance program, and (iv) in the case of workers' compensation, adequate reserves created by the District for such self-insurance program are maintained in such amount and manner as are acceptable to the State. The District will pay any fees and expenses of such Insurance Consultant in connection therewith.

Section 7.02. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under a Construction Agreement or any other contract made in connection with the acquisition, construction and installation of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the District will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the District against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the District of any amounts theretofore paid by the District not previously reimbursed to the District for correction or remedying of the default that gave rise to the proceedings against the contractor or subcontractor or surety, will be paid to the Bank to be used for the purpose of paying Basic Rent under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, the District will indemnify, protect, hold harmless, save and keep the Bank harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent Payments, if any, that are received by the Bank) and damage whatsoever and all expenses in connection therewith (including, without limitation, attorneys' fees and expenses) that are not caused by the gross negligence or willful misconduct of the Bank, its agents, directors, attorneys or employees arising out of or as the result of (a) the entering into of this Lease or the Base Lease (b) the acquisition, construction and installation of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Real Property or Improvements during the Lease Term, and/or (d) the breach of any covenant by the District herein or any material misrepresentation by the District contained herein; provided that the District will have the right to conduct the Bank's defense through counsel designated by the District and approved by the Bank, which approval will not be unreasonably withheld and, provided further, that Bank will be entitled to retain separate counsel, at the expense of the District, should counsel selected by the District fail to actively and competently pursue a defense. The indemnification arising under this Section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease and the Declaration of Trust for any reason.

ARTICLE VIII
COVENANTS OF THE DISTRICT

Section 8.01. Maintenance and Modification of Improvements by the District. The District will at its own expense (a) keep the Improvements in a safe condition, (b) with respect to the Improvements, comply with all applicable health and safety standards and all other industrial

requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (c) keep the Improvements in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the District will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Improvements the maintenance, repair, replacement or renewal of which becomes uneconomical to the District because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The District will not permit or suffer others to commit a nuisance in or about the Real Property or Improvements or itself commit a nuisance in connection with its use or occupancy of the Improvements. The District will pay all costs and expenses of operation of the Improvements. The District may, also at its own expense, make from time to time any additions, modifications or improvements to the Improvements that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Improvements. All additions, modifications or improvements made by the District pursuant to the authority of this Section will (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be pursued to completion with due diligence and (c) when completed, be deemed a part of the Improvements. During the Lease Term, the Real Property and Improvements will be used by the District only for the purpose of performing essential governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

Section 8.02. The District's Continuing Existence. The District will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

ARTICLE IX
CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. The District will bear the risk of loss with respect to the Improvements during the Lease Term. If (a) the Improvements or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Real Property or Improvements or any part thereof will be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the District will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Improvements, unless the District has exercised its option to purchase the Bank's interest in the Improvements by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed will be paid to the District and will be held and appropriated by the District for the exclusive purpose of paying Rent under this Lease. If the District determines that the repair, restoration, modification or improvement of the Improvements is not economically feasible or in the best interest of the District, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the District will promptly purchase the Improvements pursuant to **Section 10.01** by paying the Purchase Price. The Net Proceeds will be applied by the District to payment of the Purchase Price. Any balance of the Net Proceeds remaining after paying the Purchase Price will belong to the District.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 9.01** and the District has not elected to purchase the Improvements pursuant to **Section 10.01**, the District will complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the District makes any payments pursuant to this Section, the District will not be entitled to any reimbursement therefor from the Bank nor will the District be entitled to any diminution of Rent.

ARTICLE X
OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Prepayment in Whole; Purchase Option.

Extraordinary Optional Prepayment. In the event of substantial damage to or destruction or condemnation (other than condemnation by the District or any entity controlled by or otherwise affiliated with the District) of, or loss of title to, substantially all of the Improvements, or if, as a result of changes in the Constitution of the State or legislative or administrative action by the State or the United States, or the Base Lease or Lease becomes unenforceable, and the Improvements are not repaired or replaced, then the District will have the option to purchase the Improvements, in whole, on the date the District specifies as the purchase date in the District's notice to the Bank of its exercise of the purchase option (the "Extraordinary Optional Prepayment Date"), upon payment in full of a Purchase Price equal to (i) the Principal Portion of Basic Rent Payments, plus (ii) the Interest Portion of Basic Rent Payments (calculated at the Interest Rate) accrued to the Extraordinary Optional Prepayment Date, plus (iii) accrued interest on the Principal Portion of the Basic Rent Payments called for prepayment to the Extraordinary Optional Prepayment Date. The District shall give the Bank at least 30 days' written notice prior to the Extraordinary Optional Prepayment Date.

Section 10.02. Partial Prepayment or Prepayment in Whole.

Optional Prepayment (i) On any date (the "Optional Prepayment Date"), upon payment in full to the Bank of a Purchase Price (if purchasing Improvements under (a) below) or Prepayment Price (if prepaying a portion of Basic Rent under (b) below) equal to (i) the Principal Portion of Basic Rent Payments called for prepayment, plus (ii) the Interest Portion of Basic Rent Payments (calculated at the Interest Rate) accrued to the Optional Prepayment Date, the District will have (a) the option to purchase the Improvements on the Optional Prepayment Date, if all of the Principal Portion of Basic Rent Payments, accrued Interest Portion thereon on the Optional Prepayment Date, or (b) the option to prepay a portion of the Basic Rent Payments, if less than all of the Principal Portion of Basic Rent Payments, accrued Interest Portion thereon are being prepaid on the Optional Prepayment Date; or

(ii) On any date, upon the irrevocable deposit in escrow of cash or Government Obligations (maturing as to principal and interest in such amounts and at such times as are necessary to make any required payments without reinvestment of any earnings thereon) or both cash and such Government Obligations, that are or will be sufficient to satisfy, to the Optional Prepayment Date (occurring on any date), (i) the Principal Portion of Basic Rent Payments called for prepayment, plus (ii) the Interest Portion of Basic Rent Payments (calculated at the Interest Rate) accrued to the Optional Prepayment Date, at the Optional Prepayment Date, the District will have the option to purchase the Improvements, if payment of all of the Principal Portion of Basic Rent Payments, accrued Interest Portion thereon on the Optional Prepayment Date is being satisfied by such deposit of cash or Government Obligations, or the option to prepay a portion of the Basic Rent Payments, if payment of less than all of the Principal Portion of Basic Rent Payments, accrued Interest Portion thereon on the Optional Prepayment Date is being satisfied by such deposit of cash or Government Obligations.

The District shall give the Bank at least 30 days' written notice prior to the Optional Prepayment Date to be established in subsection (a)(i) above or prior to the irrevocable deposit date in subsection (a)(ii) above. Upon any partial prepayment pursuant to this **Section 10.02(a)**, the amount of each Interest Portion of Basic Rent coming due thereafter will be reduced by the amount of such Interest Portion attributable to such prepaid Principal Portion determined by applying the annual Interest Rate corresponding to such prepaid Principal Portion as shown on **Exhibit A**.

Section 10.03. Determination of Fair Rent and Purchase Price. The District hereby agrees and determines that the Rent hereunder during the Lease Term represents the fair value of the use of Improvements and that the Purchase Price required to exercise the District's option to purchase the Bank's interest in the Improvements pursuant to **Sections 10.01** and **10.02** represents, as of the end of the Lease Term, the fair Purchase Price of the Improvements. The District hereby determines that the Rent does not exceed a reasonable amount so as to place the District under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Improvements hereunder. In making such determinations, the District has given consideration to the Costs of the Improvements, the uses and purposes for which the Improvements will be employed by the District, the benefit to the District by reason of the acquisition, construction, equipping, making and installation of the Improvements and the use and occupancy of the Improvements pursuant to the terms and provisions of this Lease and the District's option to purchase the Improvements. The District hereby determines and declares that the acquisition, construction and installation of the Improvements and the leasing of the Real Property and Improvements pursuant to this Lease will result in a Improvements of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction and installation of the Improvements were performed by the District other than pursuant to this Lease. The District hereby determines and declares that the maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI
ASSIGNMENT

Section 11.01. Assignment and Subleasing by the District. Except as hereinafter expressly provided, none of the District's right, title and interest in, to and under the Base Lease, this Lease and in the Real Property or Improvements may be assigned or encumbered by the District for any reason; except that the District may sublease any one or more parts of the Real Property or Improvements, subject to Bank's written approval which will not be unreasonably withheld. Any such sublease of all or part of the Real Property or Improvements will be subject to the Base Lease, this Lease and the rights of the Bank in, to and under the Base Lease, this Lease, the Real Property and the Improvements.

ARTICLE XII
EVENTS OF DEFAULT

Section 12.01. Events of Default Defined. Any of the following will constitute an "Event of Default" under this Lease:

(a) Failure by the District to pay Basic Rent as required by **Section 4.01** at the time specified herein;

(b) Failure by the District to make any Supplemental Rent Payment when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the District by the Bank;

(c) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subparagraph (a) or (b) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Bank, unless the Bank will agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Bank will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the

default is corrected;

(d) Any statement, representation or warranty made by the District in or pursuant to this Lease or the execution, delivery or performance of either of them proves to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Lease at any time for any reason ceases to be valid and binding on the District, or is declared null and void, or the validity or enforceability thereof is contested by the District or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Bank; or

(f) The District becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the District or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the District or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the District or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the State and, if instituted against the District, is consented to or acquiesced in by the District or is not dismissed within 60 days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Bank will have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the District, the Bank may declare all Rent payable by the District hereunder to the end of the then current Lease Term to be due;

(b) With or without terminating this Lease, the Bank may take possession of the Improvements, and sell the Bank's interest in the Improvements or lease the Improvements or, for the account of the District, sublease the Improvements continuing to hold the District liable for the difference between (i) the Rent payable by the District hereunder for the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Bank in exercising its remedies under this Lease, including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Improvements and all brokerage, auctioneers and attorneys' fees and expenses);

(c) The Bank may take whatever action at law or in equity necessary or desirable to enforce its rights in the Improvements and under the Base Lease and this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease will be given in writing, and (a) delivered in person; (b) sent by express mail or other overnight delivery service providing receipt of delivery; or (c) mailed by certified or registered mail, postage prepaid, return receipt requested, restricted delivery to the relevant party. All such notices and other communications shall be sent to the following addresses, unless changed by the receiving party or otherwise known to the sending party:

If to Bank: Mr. Mark Leydig
201 W. Main
Council Grove, KS 66846

If to District: Mrs. Jan Troxell
Clerk of the Board
17 S. Wood St.
Council Grove, KS 66846

Section 13.02. Title to Personal Property. Title to any portion of the Improvements that constitutes personal property will vest in the District subject to Bank's rights under this Lease; provided that title thereto will thereafter immediately and without any action by the District vest in Bank and the District will immediately surrender possession thereof to Bank upon (i) any termination of this Lease without the District exercising its option to purchase pursuant to **Section 10.01** or **Section 10.02** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Bank pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the District will execute and deliver any such instruments as the Bank may request to evidence such transfer.

Section 13.03. Security Interest. To secure the payment of all of the District's obligations under this Lease, to the extent permitted by law, the Bank retains a security interest in that portion of the Improvements consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The District will execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The District hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder.

Section 13.04. Binding Effect. This Lease will inure to the benefit of and will be binding upon the Bank and the District and their respective successors and assigns.

Section 13.05. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Bank and the District.

Section 13.06. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Bank and the District have caused this Lease Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

MORRIS COUNTY UNIFIED SCHOOL
DISTRICT NO. 417, COUNCIL GROVE, KANSAS

(SEAL)

By: _____
Name: Terry Powell
Title: President of BOE

ATTEST:

_____
Name:
Title:

ACKNOWLEDGMENT

STATE OF KANSAS)
) **SS.**
COUNTY OF)

On this ____ day of_____, 2017 before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the _____ of the Board of Education of **MORRIS COUNTY UNIFIED SCHOOL DISTRICT NO. 417, COUNCIL GROVE, KANSAS,** a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the approval of the foregoing instrument was signed on behalf of said School District by authority of its Board of Education, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said School District.

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

_____
Printed Name:
Notary Public in and for said State.

My commission expires:

IN WITNESS WHEREOF, the Bank and the District have caused this Lease Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

_____BANK

By: _____

President

STATE OF KANSAS)
) **SS.**
COUNTY OF)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____of _____ Bank of _____, Kansas, a state banking corporation, and that said instrument was signed on behalf of said corporation, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

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

_____
Printed Name:
Notary Public in and for said State

My commission expires:

EXHIBIT A

SCHEDULE OF BASIC RENT PAYMENTS

See Attached.

EXHIBIT B

SCHEDULE OF IMPROVEMENTS

- The construction of a new concession stand/restroom facility;
- The construction of a partially covered gathering pavilion;
- Renovation of the current concession stand, restrooms, and officials changing room to an enlarged official's changing room space and additional storage for the complex;
- Repair work to be done to the home bleachers;
- Additional sidewalks and other possible, unforeseen needs associated with the work described above.

Account Name: USD 417

Account Number: 0002

Lease Amortization Schedule

Payment#	Pay Date	Payment Amt	Interest	Principal	Balance
	7/3/2017	$0.00	$0.00	$0.00	$500,000.00
	7/3/2017	$30,210.74	$0.00	$30,210.74	$469,789.26
1	1/3/2018	$30,210.74	$9,821.41	$20,389.33	$449,399.93
2	7/3/2018	$30,210.74	$9,395.15	$20,815.59	$428,584.34
3	1/3/2019	$30,210.74	$8,959.98	$21,250.76	$407,333.58
4	7/3/2019	$30,210.74	$8,515.72	$21,695.02	$385,638.56
5	1/3/2020	$30,210.74	$8,062.16	$22,148.58	$363,489.98
6	7/3/2020	$30,210.74	$7,599.12	$22,611.62	$340,878.36
7	1/3/2021	$30,210.74	$7,126.40	$23,084.34	$317,794.02
8	7/3/2021	$30,210.74	$6,643.80	$23,566.94	$294,227.08
9	1/3/2022	$30,210.74	$6,151.11	$24,059.63	$270,167.45
10	7/3/2022	$30,210.74	$5,648.12	$24,562.62	$245,604.83
11	1/3/2023	$30,210.74	$5,134.61	$25,076.13	$220,528.70
12	7/3/2023	$30,210.74	$4,610.37	$25,600.37	$194,928.33
13	1/3/2024	$30,210.74	$4,075.17	$26,135.57	$168,792.76
14	7/3/2024	$30,210.74	$3,528.78	$26,681.96	$142,110.80
15	1/3/2025	$30,210.74	$2,970.97	$27,239.77	$114,871.03
16	7/3/2025	$30,210.74	$2,401.49	$27,809.25	$87,061.78
17	1/3/2026	$30,210.74	$1,820.11	$28,390.63	$58,671.15
18	7/3/2026	$30,210.74	$1,226.58	$28,984.16	$29,686.99
19	1/3/2027	$30,307.63	$620.64	$29,686.99	$0.00
	7/3/2027	$100.00	$100.00	$0.00	$0.00

Additional paperwork to be filled in and signed at time of closing

Lease Schedule **No.A**

This Equipment Lease Schedule is executed 7/3/2017, by the parties whose signature is affixed below as a Schedule to that certain Lease Agreement between the parties hereto dated 7/3/2017 (herein "Lease"). This Schedule contains additional terms and provisions which are an integral part of the Lease.

A. Equipment Leased:

Qty	Serial Number/Description	Price

Total Equipment Cost: $400,000.00

B. TERM: Unless sooner terminated as set forth in the Lease, the term of this Lease respecting each item of equipment listed on this Schedule expires on the expiration of 0 months from the date the Acceptance Certificate is signed.

C. RENT: Except as otherwise provided in the Lease or in this Schedule, said rent shall be payable as follows:

20 rentals of $24,168.59 beginning 7/3/2017 with a final rental due 1/3/2027.

THIS IS A NONCANCELABLE LEASE AND ALL RENTALS ARE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF LESSEE. Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this Lease.

D. LOCATION: The above described equipment shall be located at

and shall not be removed therefrom without the prior written consent of Lessor.

E. DEPOSIT: NONE, pursuant to paragraph 8 of the Lease of which this Schedule is part.

F. SPECIAL CONDITIONS: (1) 1 advance rental(s) are due on the execution of the Acceptance Certificate, with one advance rental applied to the first lease payment, (2) Lessee is hereby given an option to purchase the Equipment at the end of the lease term for $100.00.

G. OWNER: The Equipment leased herein is owned by Farmers & Drovers Bank (referred to in the Lease as "Owner").

H. Lessor does not provide tax information or advice. During the negotiation and execution of this lease, Lessor has not provided Lessee with any advice or counsel regarding the tax effect of this transaction on Lessee or anyone else. By initialing, Lessee is acknowledging that Lessee has not received such advice from Lessor and that Lessee will not claim Lessor has ever provided any such information or advice.

(_____ Initials)

APPROVED AND AGREED TO by the parties below.

LESSOR: Farmers & Drovers Bank

By:_____

LESSEE: USD 417

By:_____
USD 417

CERTIFICATE OF APPROPRIATION

I, , Treasurer of USD 417 (Lessee) hereby certify that all payments due by Lessee under that certain Municipal Lease Agreement dated as of 7/3/2017 between USD 417 as Lessee, and Farmers & Drovers Bank as Lessor, for the fiscal year ending , are within the limits of Lessee's fiscal year Budget and thereby constitute an available, and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this the ___ day of _____, _____.

LESSOR: Farmers & Drovers Bank

By:_____

LESSEE: USD 417

By:_____
USD 417

ESSENTIAL USE LETTER

Farmers & Drovers Bank
PO Box C
Council Grove, KS 66846

Re: Municipal Lease Agreement dated 7/3/2017
(hereinafter "Municipal Lease") by and between
the undersigned Lessee and Farmers & Drovers Bank,

Gentlemen:

This letter is being written with respect to the use of the Equipment (as that term is defined in the Municipal Lease) to be leased to the undersigned under the Municipal Lease Agreement. The Equipment will be used by the Lessee for the following purposes:

_____

_____

_____

(State how and for what purposes the Equipment will be used)

The Lessee hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

Very truly yours,

LESSOR: Farmers & Drovers Bank

By:_____

LESSEE: USD 417

By:_____
USD 417

AGREEMENT TO APPLY THE LAW OF THE STATE OF KANSAS

NAME AND ADDRESS:

USD 417

DATE:7/3/2017
LEASE NO:0002
LEASE TYPE:Standard

THE UNDERSIGNED, AS LESSEE, AND Farmers & Drovers Bank, PO Box C, Council Grove, KS, AS LESSOR DO AGREE AS FOLLOWS:

1. THE LEASE AGREEMENT ENTERED INTO BETWEEN THE PARTIES HAS A REASONABLE RELATIONSHIP TO THE STATE OF KANSAS. THE CONTACTS WITH KS INCLUDE, BUT ARE NOT LIMITED TO: Farmers & Drovers Bank, IS THE OWNER OF THE LEASED EQUIPMENT; Farmers & Drovers Bank, IS LOCATED IN KANSAS; ALL DOCUMENTS HAVE BEEN PREPARED IN KANSAS; AND PAYMENTS UNDER THE AGREEMENT ARE TO BE MADE TO Farmers & Drovers Bank, IN KANSAS.

2. Farmers & Drovers Bank HAS PREPARED ALL DOCUMENTS CONNECTED WITH THIS LEASE AGREEMENT IN ACCORDANCE WITH KANSAS LAW AND ACCORDINGLY, THE DOCUMENTS CONNECTED WITH THE LEASE AGREEMENT WILL BE GOVERNED BY THE LAW OF THE STATE OF KS AS TO THEIR VALIDITY AND INTERPRETATION.

3. ALTHOUGH THERE MAY BE STATES OTHER THAN KS WITH CONNECTIONS TO THIS AGREEMENT, INCLUDING THE RESIDENCE OF THE LESSEE, ALL STATES HAVE ADOPTED THE UNIFORM COMMERCIAL CODE WHICH PROVIDES THAT THE PARTIES MAY CHOOSE THE LAW OF ANY STATE WITH A REASONABLE RELATIONSHIP TO THE AGREEMENT. IN ORDER TO RESOVE IN ADVANCE ANY CHOICE OF LAW DISAGREEMENT, AND AS FURTHER CONSIDERATION FOR THIS LEASE AGREEMENT, THE PARTIES SPECIFICALLY AGREE TO THE APPLICATION OF KS LAW. THIS CHOICE INCLUDES KS LAW AS TO, BUT NOT LIMITED TO, ISSUES OF WHETHER THE LAW OF SECURED TRANSACTIONS OR INSTALLMENT SALE CONTRACTS APPLIES, REQUIREMENTS FOR DEFAULT AND NOTICE OF DEFAULT, RECOVERY OF PROPERTY, DAMAGES, AND ANY LIMITS ON THE LEGAL AMOUNT OF INTEREST CHARGED.

LESSOR: Farmers & Drovers Bank

By: _____

LESSEE: USD 417

By:_____
USD 417

CHOICE OF KANSAS AS FORUM STATE

NAME AND ADDRESS:

USD 417

DATE:7/3/2017
LEASE NO:0002
LEASE TYPE:Standard

THE UNDERSIGNED, AND Farmers & Drovers Bank, PO Box C, Council Grove, KANSAS AS LENDER OR LESSOR DO AGREE AS FOLLOWS:

1. IN THE EVENT THAT EITHER PARTY TO THIS LEASE AGREEMENT DECLARES THE OTHER TO BE IN DEFAULT OR BREACH OF THE AGREEMENT, AND IT IS NECESSARY TO RESORT TO LITIGATION OF THE RIGHTS AND REMEDIES OF THE PARTIES TO THE AGREEMENT, THE FORUM FOR SUCH PROCEEDINGS SHALL BE THE COURTS IN THE STATE OF KANSAS.

2. ALTHOUGH STATES OTHER THAN KANSAS MAY HAVE SOME CONNECTION TO THE TRANSACTIONS BETWEEN THESE PARTIES, THE PARTIES WAIVE ANY RIGHT WHICH THEY MAY OTHERWISE HAVE TO BRING LEGAL PROCEEDINGS AGAINST THE OTHER IN ANY STATE OTHER THAN KANSAS.

3. THE CHOICE OF KANSAS AS THE FORUM STATE FOR ANY LEGAL PROCEEDINGS RELATED TO THESE AGREEMENTS IS BASED ON THE SUBSTANTIAL CONTACT THAT KANSAS HAS WITH THE AGREEMENTS AND THE APPLICATION OF KANSAS LAW TO THE AGREEMENTS. THE PARTIES HAVE BY SEPARATE AGREEMENT DESIGNATED KANSAS LAW AS THE APPROPRIATE STATE LAW TO GOVERN ANY AND ALL TRANSACTIONS ENTERED INTO BETWEEN THE PARTIES.

LESSOR: Farmers & Drovers Bank

By: _____

LESSEE: USD 417

By:_____
USD 417

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ of _____, a corporate agency duly organized and existing under the laws of the State of _____ that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease Agreement dated 7/3/2017 between such entity and Farmers & Drovers Bank, ("Lessor").

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ___ day of _____, _____.

_____

SEAL

OPINION OF COUNSEL

TO:

Farmers & Drovers Bank
PO Box C
Council Grove, KS 66846

Re: Municipal Lease Agreement dated 7/3/2017

Gentlemen:

I have acted as Counsel to USD 417 (the "Lessee") with respect to that certain Municipal Lease Agreement (the "Lease") dated 7/3/2017, by and between Farmers & Drovers Bank and the Lessee. I have reviewed the Lease and such other documents, records, and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a municipal corporate agency and a political subdivision of the State of

2. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and

3. The Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Very truly yours,

(Attorney for the Lessee)

_____

_____

_____

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds to fully fund all of Lessee's legal obligations in a fiscal period are appropriated to Lessee, or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for fiscal periods in which funds have been appropriated or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will include in its annual budget and its annual request for appropriations an amount sufficient to allow Lessee to make all Lease Payments for its next fiscal year; (ii) that, to the extent funds are legally available therefore, it will make all Lease Payments; (iii) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment, (iv) that it will not, for a period of one hundred eighty (180) days after termination pursuant to the provisions of this Section, acquire or use other equipment performing functions similar to the Equipment, and (v) that it will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or use any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

LESSOR: Farmers & Drovers Bank

By:_____

LESSEE: USD 417

By:_____
USD 417

MUNICIPAL LEASE ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed in connection with that certain Municipal Lease dated as of 7/3/2017 ("Lease") between Farmers & Drovers Bank, as Lessor, and the undersigned, as Lessee. The terms used herein, which are defined in the Lease, shall have the same meanings as are provided therefore in this Agreement.

Lessee hereby represents, warrants, and confirms to Lessor that this Equipment described below has been duly delivered to Lessee at the premises referred to in the Municipal Lease Schedule dated 7/3/2017, that Lessee has duly inspected the Equipment and that Lessee hereby accepts the Equipment for all purposes of the Lease as being in accordance with specifications, properly installed and/or assembled in good working order, repair and appearance and without defect in condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date, provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAD MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT OF ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF LEASE PAYMENTS DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.
DESCRIPTION OF EQUIPMENT:

LESSOR: Farmers & Drovers Bank

By:_____

LESSEE: USD 417

By:_____
USD 417

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

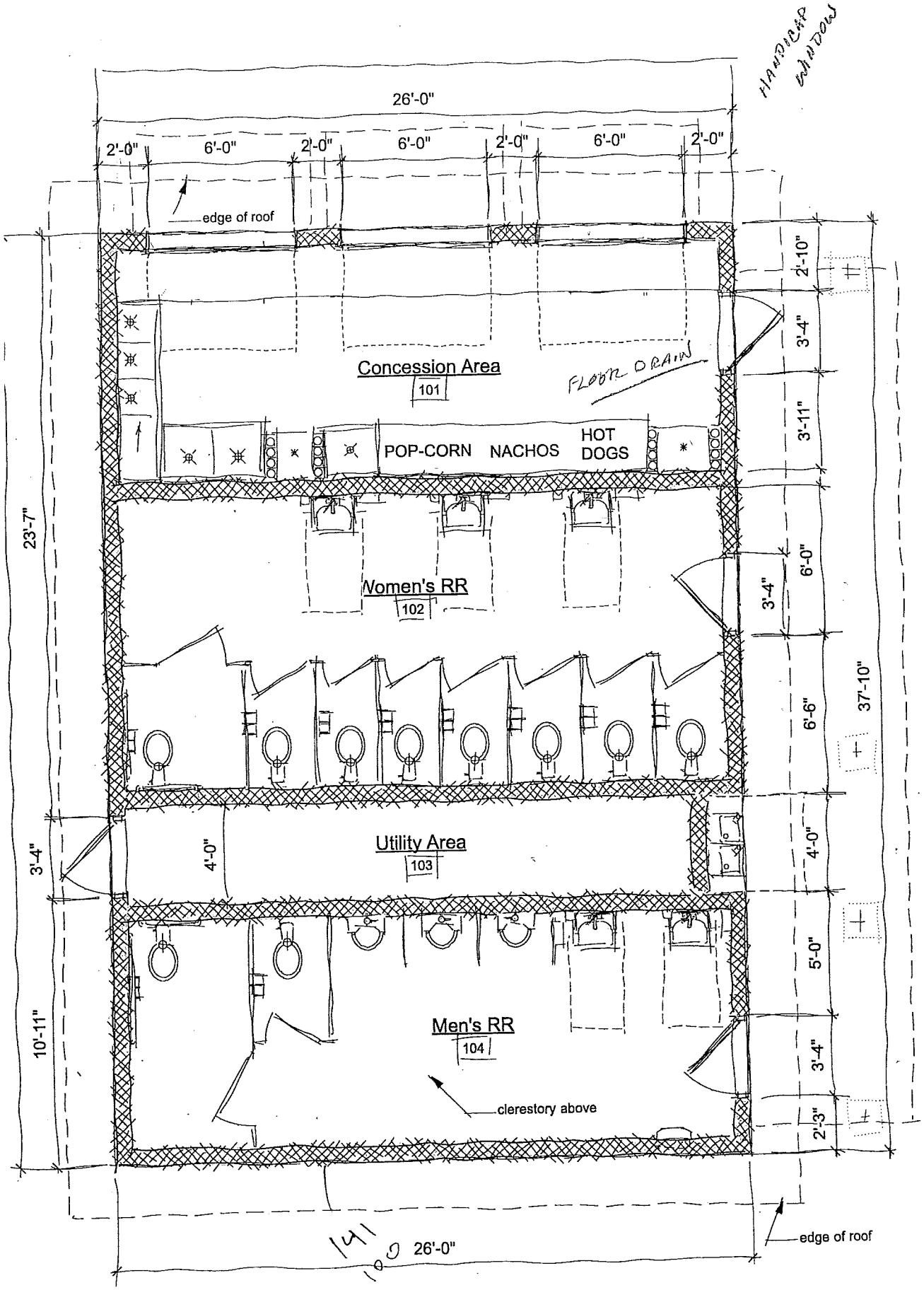
9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

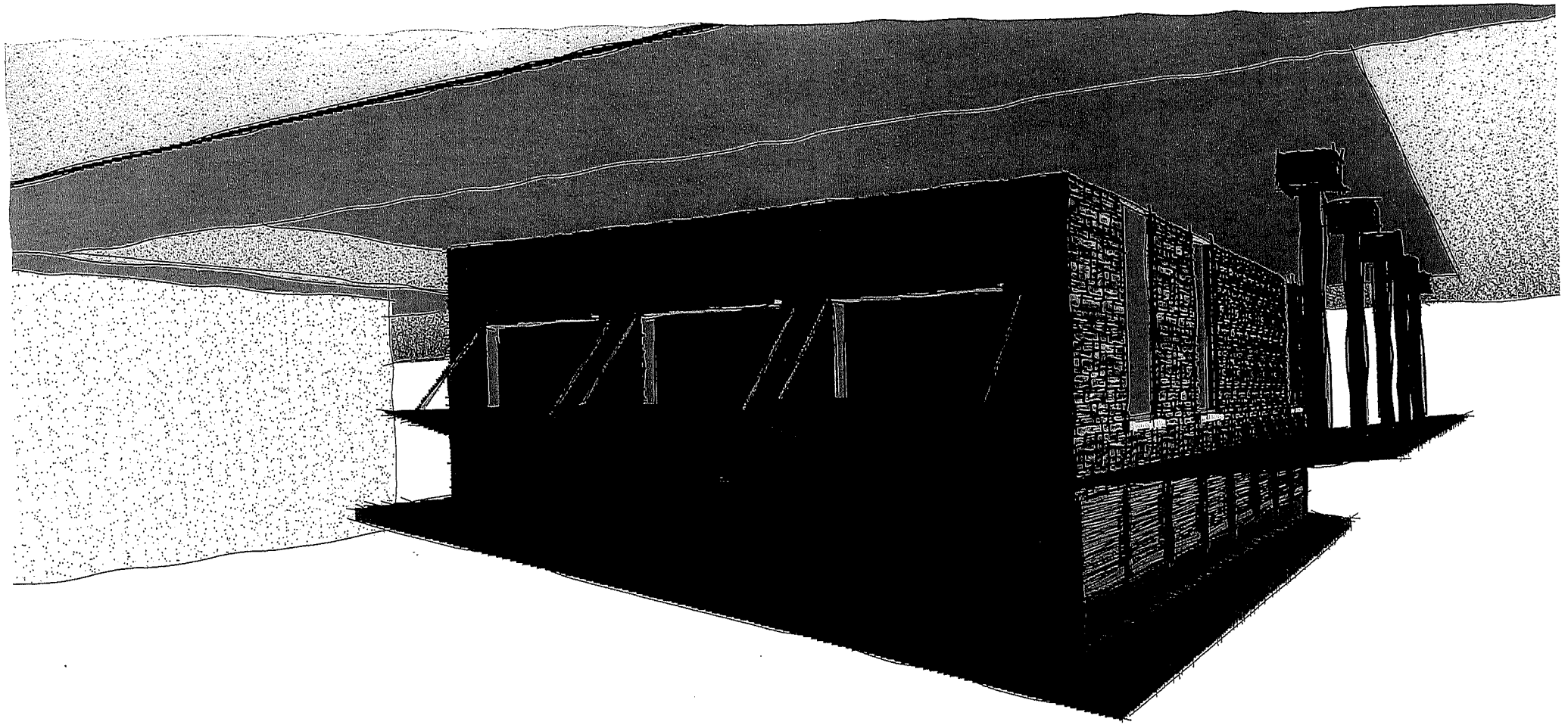
11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

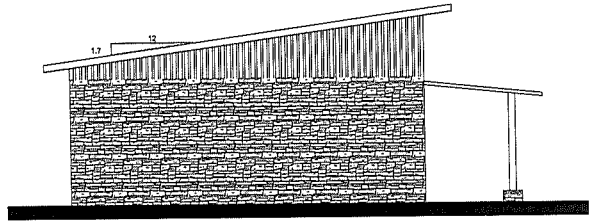
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award 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.

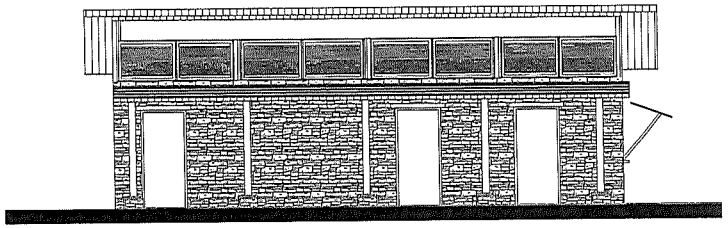


1 Scheme N0. 4A
Scale: 1/4" = 1'-0"

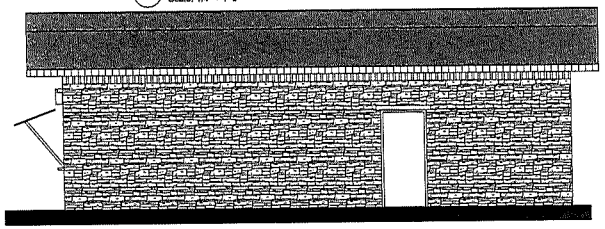




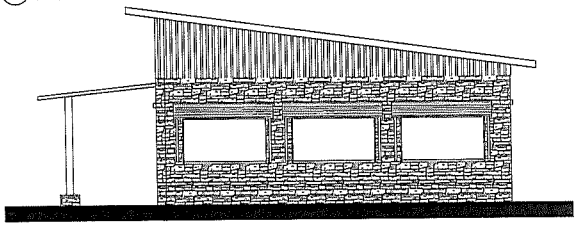
5 Elevation
Scale: 1/4" = 1'-0"



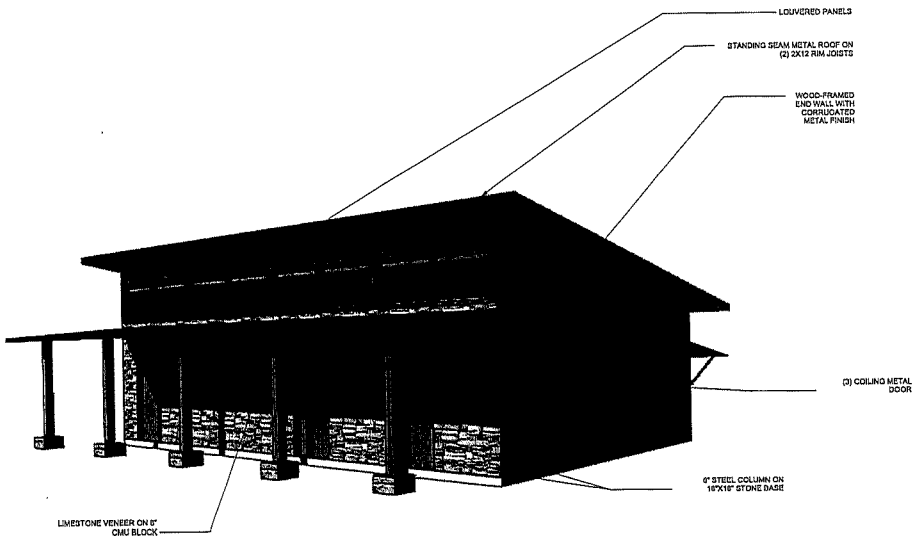
4 Elevation
Scale: 1/4" = 1'-0"

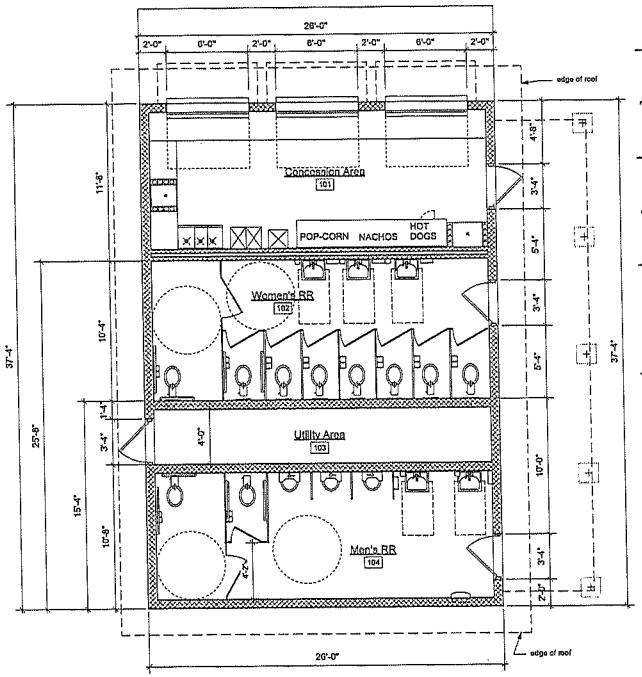


3 Elevation
Scale: 1/4" = 1'-0"



2 Elevation
Scale: 1/4" = 1'-0"





1 Building Floor Plan
Scale: 1/4" = 1'-0"

PROGRESS PRINT NOT FOR CONSTRUCTION

Ben Moore Studio, LLC
Architecture • Planning
1501 H Avenue
Council Grove, KS 66846
785-477-3379
ben@benmoorestudio.com

USD 417 - RR & CONCESSIONS
COUNCIL GROVE HIGH SCHOOL
129 Hockaday Street
Council Grove, KS 66846, Morris County

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT THE JOB SITE

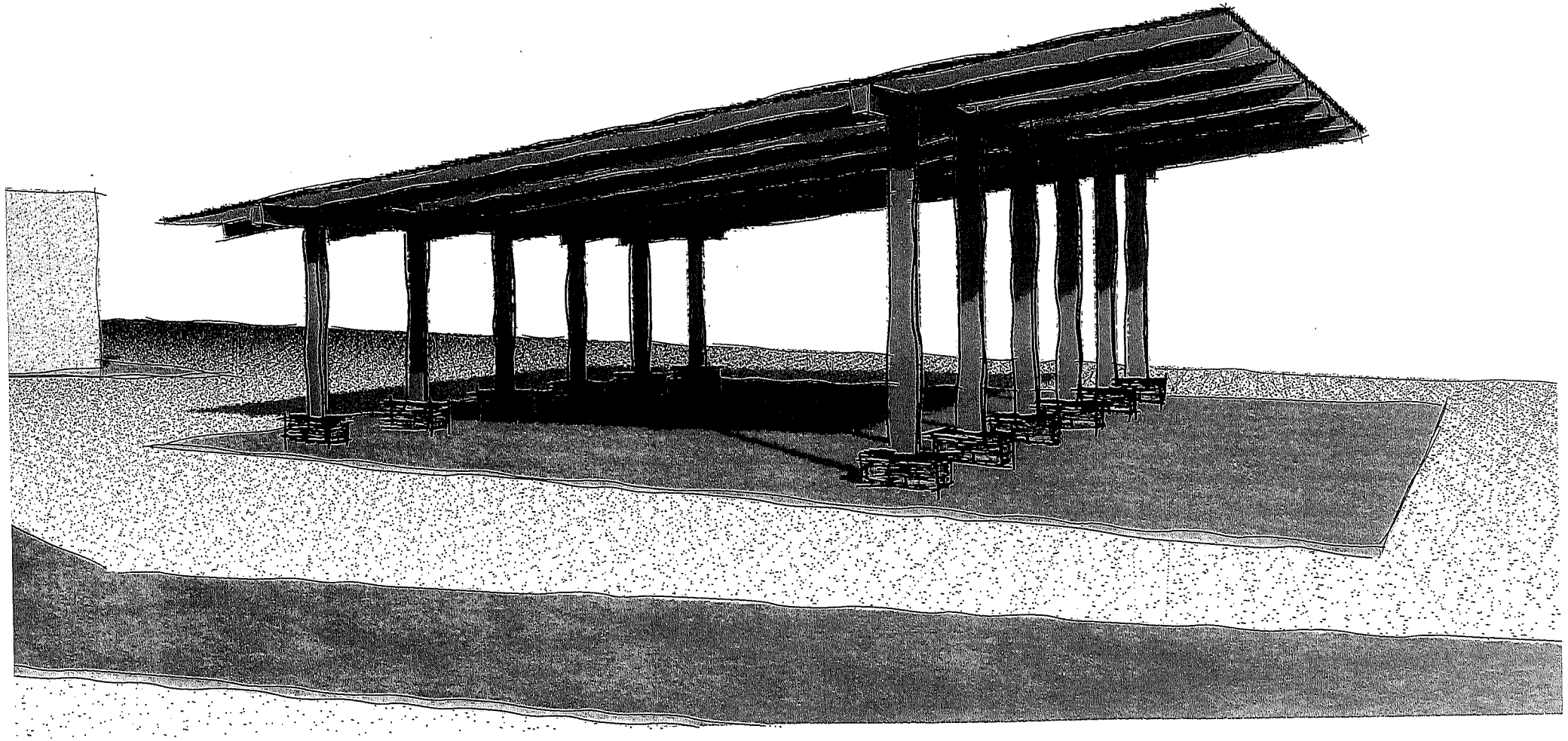
DATE: 11/20/10

REVISION:

TITLE: SCHEMATIC DESIGN

SHEET: A2 OF 3

PROJECT: 10-47



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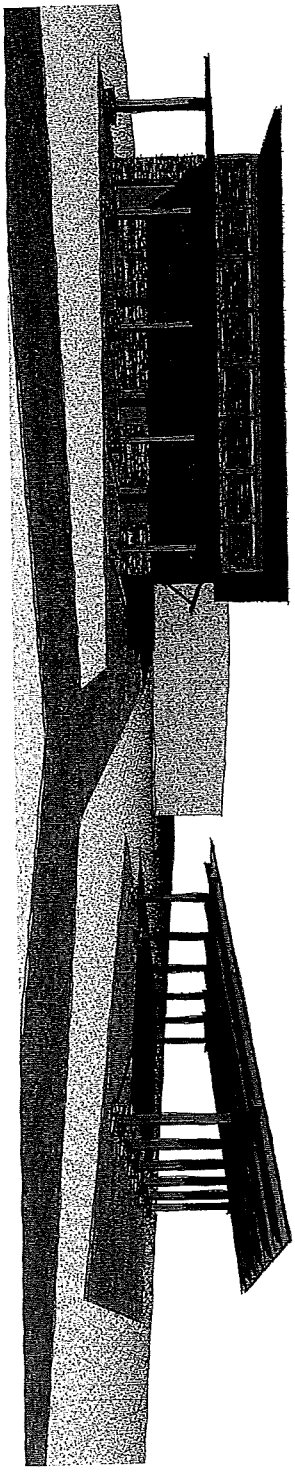
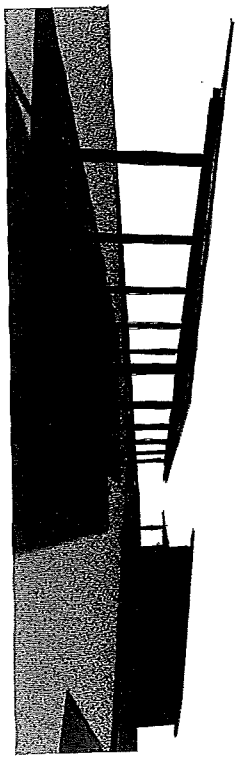
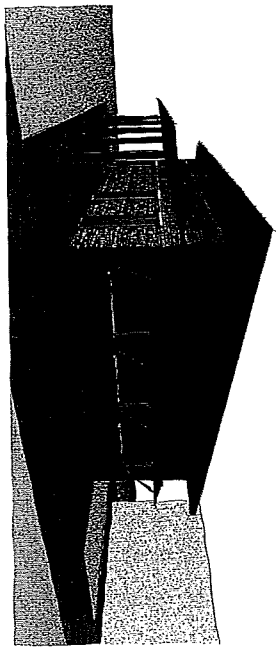
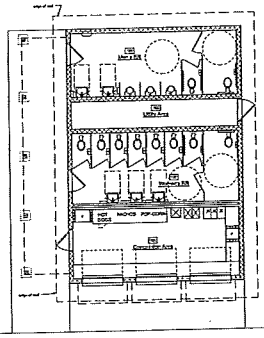
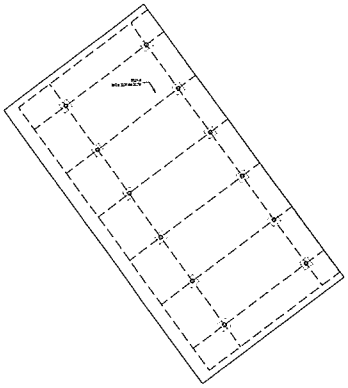






1 Building with Shelter
Scale: 3/8" = 1'-0"





USD 417 - RR & CONCESSIONS
COUNCIL GROVE HIGH SCHOOL

129 Hockaday Street
Council Grove, KS 66846, Morris County

Ben Moore Studio, LLC
Architecture • Planning
1501 H Avenue
Council Grove, KS 66846
785-477-3379
ben@benmoorestudio.com

PROGRESS PRINT
NOT FOR CONSTRUCTION

A3

March 13, 2016

Construction Manager

Use of Construction Manager At-risk for the Construction of a New Restroom/Concession Stand.

Moved: _____ Seconded: _____

March 13, 2016

Cafeteria Floor

CGHS Cafeteria Floor

Moved: _____ Seconded: _____

PROPOSAL

Attn: Mr. Doug Conwell
Board of Eduction
129 Hockaday Street
Council Grove, KS 66846
Ph: 620.767.5149
E-mail: dconwell@cgrove417.org

Date: 3/7/2017
Proposal #: E1708
Project: CGHS Flooring Replacement
Council Grove, KS 66846

Dear, Mr. Conwell

Hartenbower Construction Inc. submits the following proposal on the referenced project.

Pricing below is based on the break per area as per the attached drawing.

Item No	
Commons Area - Epoxy Flooring	$ 127,942.00
Commons Area - VCT Flooring	$ 131,978.00
Hall Area - Epoxy Flooring	$ 25,492.00
Hall Area - VCT Flooring	$ 34,198.00
Office Area - Epoxy Flooring	$ 4,822.00
Office Area - VCT Flooring	$ 4,835.00
Combo All Flooring Areas - Epoxy Flooring	$ 152,953.00

If the floor under the VCT does NOT need to be grinded/diamond cutting, we can deduct the below amount.
$ (26,220.00)

All bid options include the as required for all options as a base: Remove VCT flooring and any adhesive, bead blast floor, then apply HydraBond coating over the slab.

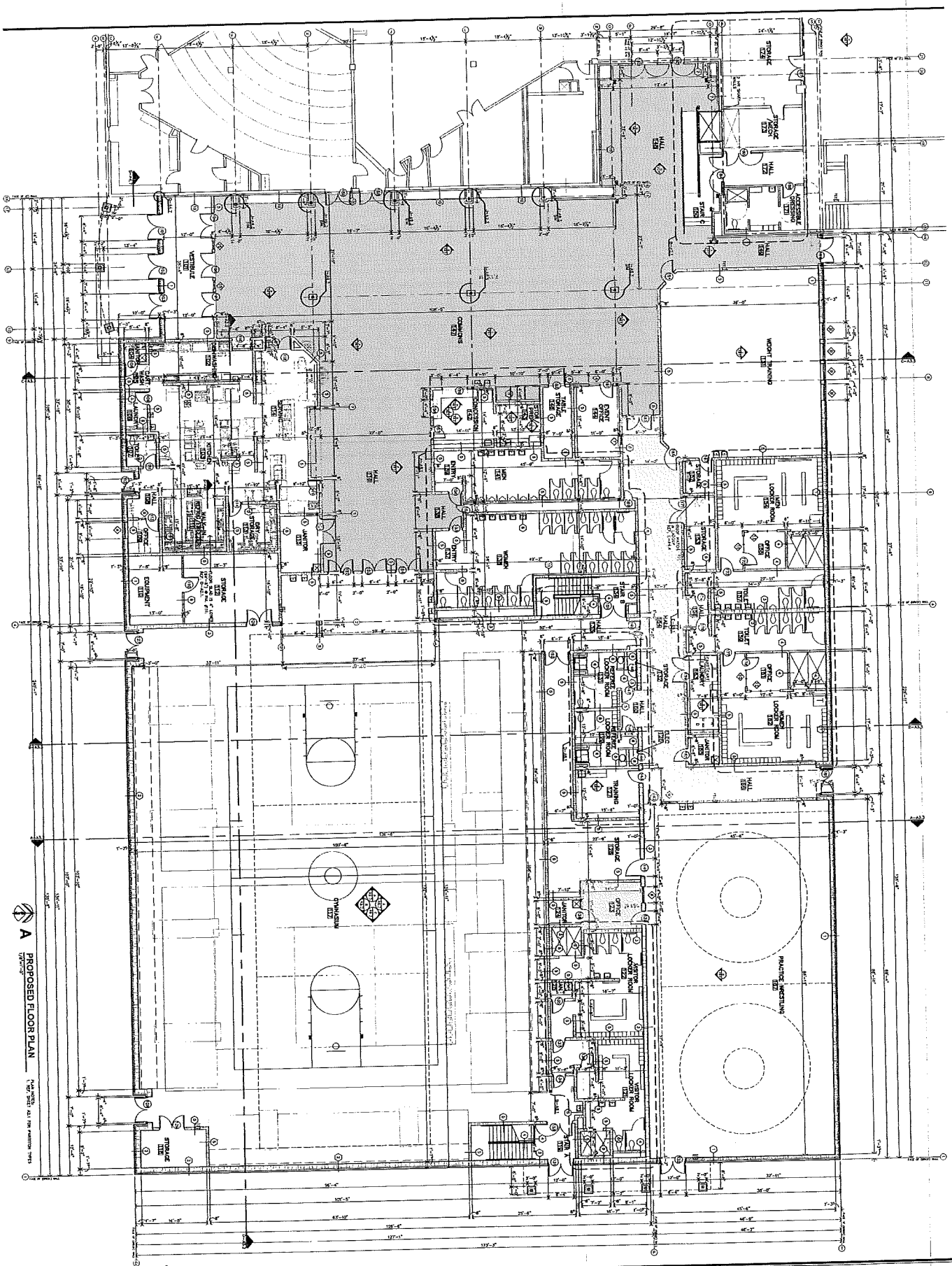
The VCT installation comes with a 5 year warranty and the Epoxy flooring has a lifetime warranty.

Price includes necessary Performance and Payment Bonds

Sincerely,

Tony Stecher

Tony Stecher
Hartenbower Construction Inc
tonys@hartenbowerks.com
P: 785.410.9985



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A2.2

JOB: 07-2207

DATE: 1-30-2009

SHEET:

USD 417 COUNCIL GROVE HIGH SCHOOL

ADDITION and REMODEL

COUNCIL GROVE, KANSAS

JONES GILLAM RENZ
Architects Planners Designers
710 N. Hoch, P.O. Box 2878, Salina, KS 67402
(785) 827 0356 - (785) 827 0293 Fax
jgr@jgrarchitects.com

March 13, 2016

Classroom Door Handles

Purchase of Locking Door Handles for Classroom Doors

Moved: _____ Seconded: _____

March 13, 2016

Graduation Assignments

Council Grove High School Graduation – Sunday, May 21st at 3:00 p.m.

8th Grade Promotion – Monday, May 22nd at 7:00 p.m.

Moved: _____ Seconded: _____

March 13, 2016

Enrollment Projections

Discussion Item – KASB Projected Enrollment

KASB Enrollment Projections

2008-09 to 2016-17 Actual, 2017-18 to 2021-22 Projected

Use the filters to the right to narrow the scope of data displayed on subsequent tabs. Hover over data for details.

2/14/2017 7:15:39 AM

Dist	KASB Region	KSHSAA Cla..	KNEA Uniser..	High School ..	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-1
USD417 - Morris County USD 417	5	3A	Konza	Flint Hills	22	22	22	22	22	22	22	22	21	

Year
All

USD
417

USD Name
Morris County USD 417

KASB Region
5

KSHSAA Class
3A

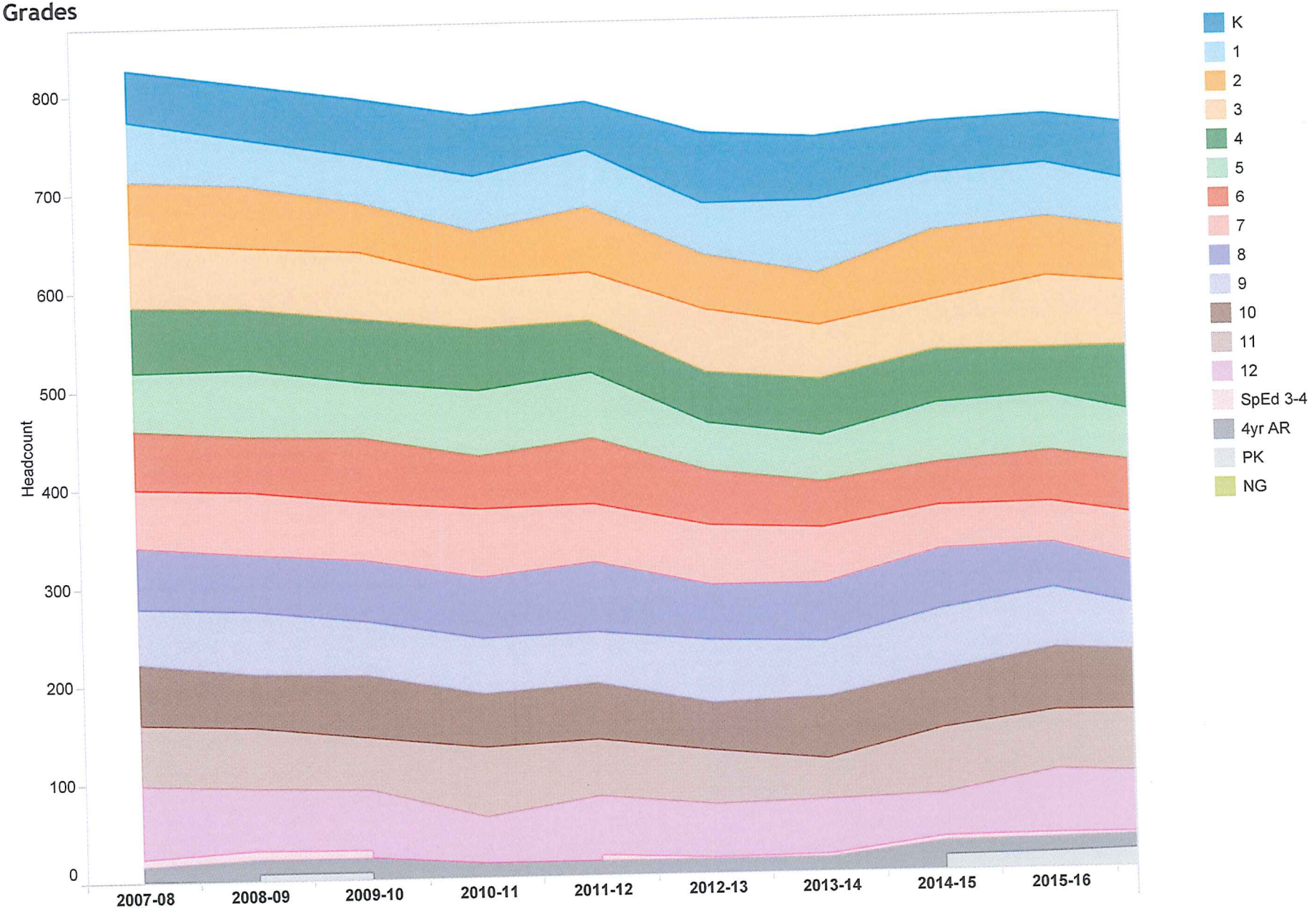
KNEA Uniserv
Konza

High School League
Flint Hills

District Size
501-5000

Student FTE
All values

Grades


Headcount
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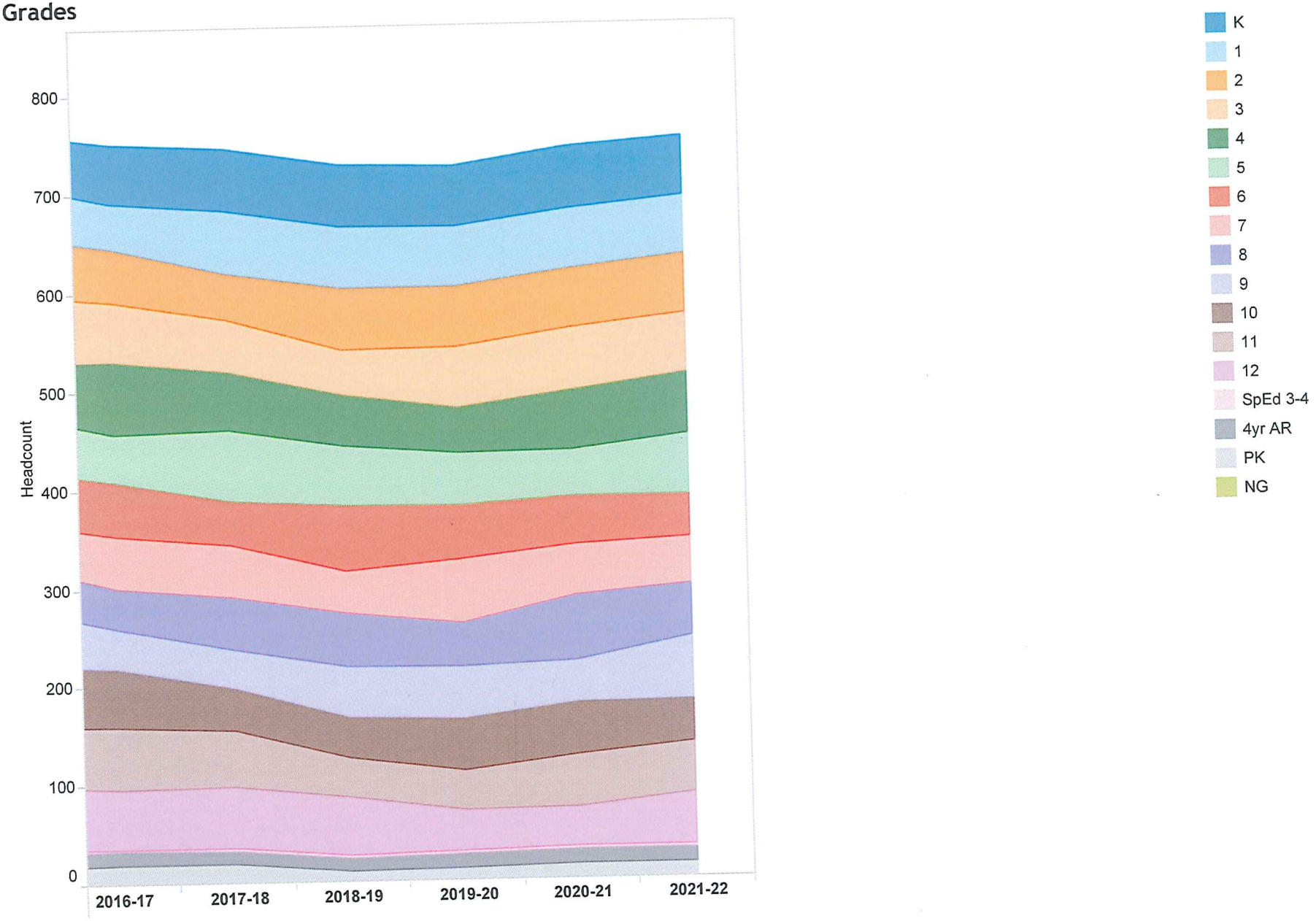
600
500
400
300
200
100
0
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
2015-16
K
1
2
3
4
5
6
7
8
9
10
11
12
SpEd 3-4
4yr AR
PK
NG

Grades


800
700
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Headcount
2016-17
2017-18
2018-19
2019-20
2020-21
2021-22
K
1
2
3
4
5
6
7
8
9
10
11
12
SpEd 3-4
4yr AR
PK
NG

Grades 2

	Year1											
	2007-08			2008-09			2009-10			2010-11		
Category1	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change
K	53.0	6.41%		56.0	6.91%	5.66%	59.0	7.42%	5.36%	61.0	7.87%	3.39%
1	61.0	7.38%		48.0	5.92%	-21.31%	48.0	6.04%	0.00%	57.0	7.35%	18.75%
2	61.0	7.38%		63.0	7.77%	3.28%	49.0	6.16%	-22.22%	50.0	6.45%	2.04%
3	66.0	7.98%		62.0	7.64%	-6.06%	69.0	8.68%	11.29%	48.0	6.19%	-30.43%
4	67.0	8.10%		62.0	7.64%	-7.46%	65.0	8.18%	4.84%	64.0	8.26%	-1.54%
5	59.0	7.13%		68.0	8.38%	15.25%	56.0	7.04%	-17.65%	66.0	8.52%	17.86%
6	60.0	7.26%		57.0	7.03%	-5.00%	65.0	8.18%	14.04%	55.0	7.10%	-15.38%
7	60.0	7.26%		63.0	7.77%	5.00%	60.0	7.55%	-4.76%	69.0	8.90%	15.00%
8	62.0	7.50%		58.0	7.15%	-6.45%	62.0	7.80%	6.90%	62.0	8.00%	0.00%
9	55.0	6.65%		63.0	7.77%	14.55%	54.0	6.79%	-14.29%	56.0	7.23%	3.70%
10	62.0	7.50%		55.0	6.78%	-11.29%	63.0	7.92%	14.55%	54.0	6.97%	-14.29%
11	62.0	7.50%		61.0	7.52%	-1.61%	54.0	6.79%	-11.48%	71.0	9.16%	31.48%
12	76.0	9.19%		64.0	7.89%	-15.79%	61.0	7.67%	-4.69%	47.0	6.06%	-22.95%
SpEd 3-4	7.0	0.85%		9.0	1.11%	28.57%	8.0	1.01%	-11.11%			-100.00%
4yr AR	15.0	1.81%		15.0	1.85%	0.00%	15.0	1.89%	0.00%	15.0	1.94%	0.00%
PK				7.0	0.86%		7.0	0.88%	0.00%			-100.00%
NG	1.0	0.12%				-100.00%						
Grand Total	827.0	100.00%		811.0	100.00%	-1.93%	795.0	100.00%	-1.97%	775.0	100.00%	-2.52%

Grades 2

	Year1											
	2011-12			2012-13			2013-14			2014-15		
Category1	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change
K	50.0	6.35%	-18.03%	72.0	9.56%	44.00%	66.0	8.82%	-8.33%	52.0	6.84%	-21.21%
1	58.0	7.37%	1.75%	52.0	6.91%	-10.34%	73.0	9.76%	40.38%	58.0	7.63%	-20.55%
2	65.0	8.26%	30.00%	55.0	7.30%	-15.38%	53.0	7.09%	-3.64%	70.0	9.21%	32.08%
3	49.0	6.23%	2.08%	64.0	8.50%	30.61%	55.0	7.35%	-14.06%	50.0	6.58%	-9.09%
4	54.0	6.86%	-15.63%	51.0	6.77%	-5.56%	57.0	7.62%	11.76%	56.0	7.37%	-1.75%
5	66.0	8.39%	0.00%	49.0	6.51%	-25.76%	48.0	6.42%	-2.04%	60.0	7.89%	25.00%
6	68.0	8.64%	23.64%	56.0	7.44%	-17.65%	46.0	6.15%	-17.86%	44.0	5.79%	-4.35%
7	58.0	7.37%	-15.94%	61.0	8.10%	5.17%	56.0	7.49%	-8.20%	44.0	5.79%	-21.43%
8	72.0	9.15%	16.13%	55.0	7.30%	-23.61%	60.0	8.02%	9.09%	60.0	7.89%	0.00%
9	51.0	6.48%	-8.93%	64.0	8.50%	25.49%	55.0	7.35%	-14.06%	64.0	8.42%	16.36%
10	58.0	7.37%	7.41%	48.0	6.37%	-17.24%	64.0	8.56%	33.33%	58.0	7.63%	-9.38%
11	57.0	7.24%	-19.72%	55.0	7.30%	-3.51%	42.0	5.61%	-23.64%	66.0	8.68%	57.14%
12	61.0	7.75%	29.79%	55.0	7.30%	-9.84%	56.0	7.49%	1.82%	44.0	5.79%	-21.43%
SpEd 3-4	5.0	0.64%		1.0	0.13%	-80.00%	2.0	0.27%	100.00%	4.0	0.53%	100.00%
4yr AR	15.0	1.91%	0.00%	15.0	1.99%	0.00%	15.0	2.01%	0.00%	15.0	1.97%	0.00%
PK										15.0	1.97%	
NG												
Grand Total	787.0	100.00%	1.55%	753.0	100.00%	-4.32%	748.0	100.00%	-0.66%	760.0	100.00%	1.60%

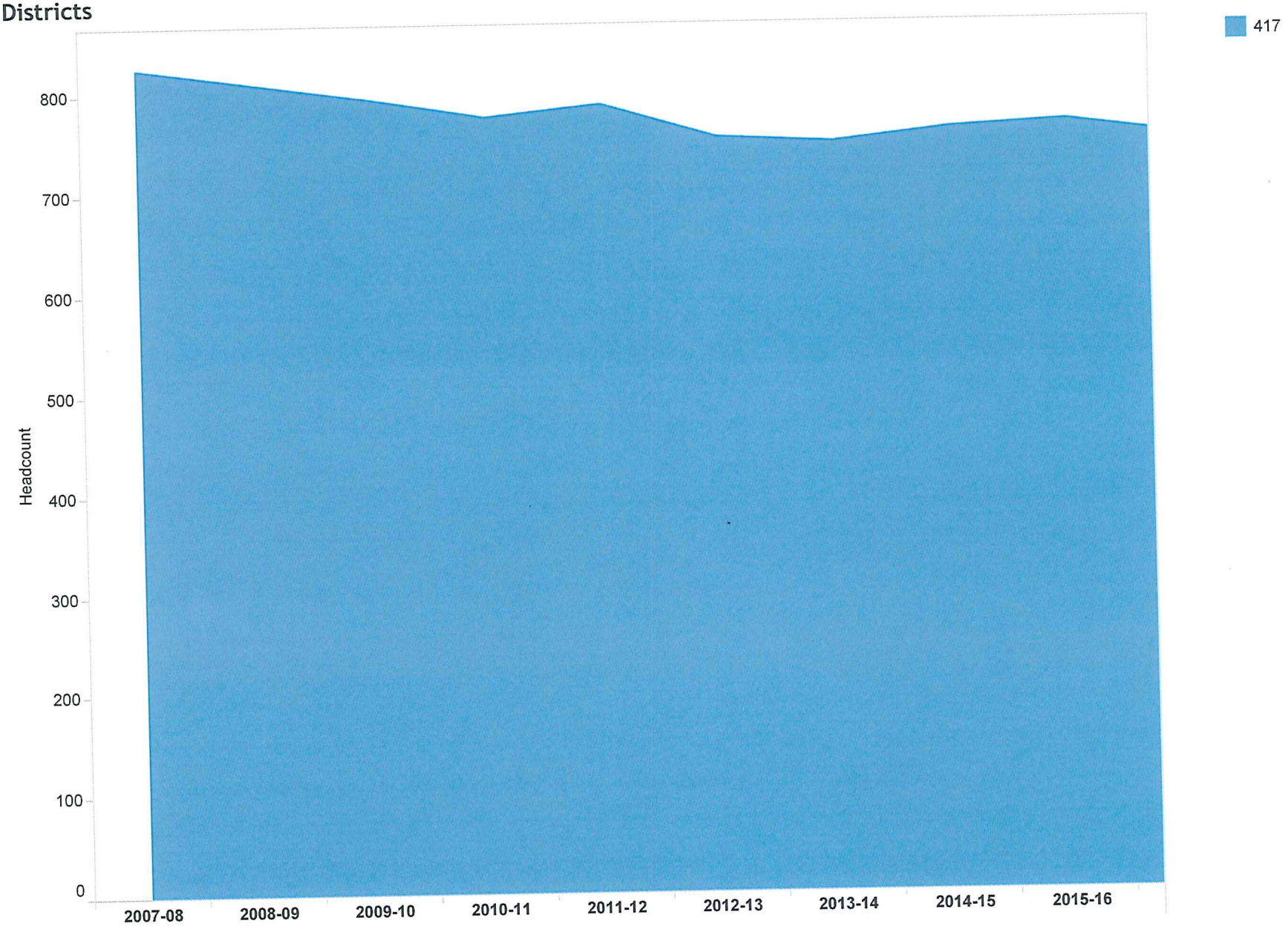
Grades 2

	Year1											
	2015-16			2016-17			2017-18			2018-19		
Category1	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change
K	50.0	6.53%	-3.85%	60.0	7.98%	20.00%	64.1	8.59%	6.77%	63.3	8.68%	-1.24%
1	54.0	7.05%	-6.90%	47.0	6.25%	-12.96%	62.8	8.42%	33.62%	62.4	8.57%	-0.62%
2	60.0	7.83%	-14.29%	54.0	7.18%	-10.00%	46.6	6.25%	-13.64%	62.9	8.63%	34.80%
3	73.0	9.53%	46.00%	60.0	7.98%	-17.81%	53.7	7.19%	-10.52%	46.4	6.37%	-13.48%
4	47.0	6.14%	-16.07%	74.0	9.84%	57.45%	58.8	7.89%	-20.49%	52.0	7.14%	-11.62%
5	57.0	7.44%	-5.00%	48.0	6.38%	-15.79%	73.1	9.80%	52.33%	59.1	8.11%	-19.19%
6	53.0	6.92%	20.45%	55.0	7.31%	3.77%	43.7	5.86%	-20.54%	67.5	9.26%	54.40%
7	42.0	5.48%	-4.55%	53.0	7.05%	26.19%	52.9	7.09%	-0.21%	42.6	5.84%	-19.48%
8	46.0	6.01%	-23.33%	41.0	5.45%	-10.87%	53.3	7.14%	29.91%	53.8	7.38%	0.92%
9	60.0	7.83%	-6.25%	42.0	5.59%	-30.00%	39.9	5.35%	-4.95%	52.8	7.24%	32.18%
10	64.0	8.36%	10.34%	59.0	7.85%	-7.81%	41.8	5.60%	-29.11%	40.2	5.52%	-3.90%
11	60.0	7.83%	-9.09%	63.0	8.38%	5.00%	57.5	7.71%	-8.72%	41.0	5.62%	-28.73%
12	64.0	8.36%	45.45%	60.0	7.98%	-6.25%	63.0	8.44%	5.01%	57.9	7.95%	-8.08%
SpEd 3-4	5.0	0.65%	25.00%	2.0	0.27%	-60.00%	1.9	0.26%	-2.87%	2.7	0.37%	39.12%
4yr AR	15.0	1.96%	0.00%	15.0	1.99%	0.00%	14.6	1.95%	-2.87%	14.5	1.99%	-0.69%
PK	16.0	2.09%	6.67%	19.0	2.53%	18.75%	18.5	2.47%	-2.87%	9.7	1.33%	-47.41%
NG												
Grand Total	766.0	100.00%	0.79%	752.0	100.00%	-1.83%	746.2	100.00%	-0.77%	728.6	100.00%	-2.36%

Grades 2

	Year1								
	2019-20			2020-21			2021-22		
Category1	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change
K	61.5	8.49%	-2.74%	63.0	8.48%	2.41%	60.4	8.03%	-4.12%
1	60.1	8.29%	-3.73%	61.1	8.22%	1.66%	59.8	7.94%	-2.11%
2	62.2	8.58%	-0.98%	60.4	8.13%	-2.99%	61.0	8.11%	1.06%
3	62.6	8.63%	34.70%	62.6	8.43%	0.05%	60.3	8.01%	-3.71%
4	45.7	6.30%	-12.08%	61.2	8.23%	33.77%	61.7	8.19%	0.82%
5	52.9	7.29%	-10.51%	46.2	6.21%	-12.70%	61.6	8.19%	33.55%
6	54.3	7.49%	-19.47%	48.7	6.55%	-10.45%	42.8	5.69%	-12.00%
7	65.4	9.02%	53.59%	52.8	7.11%	-19.25%	47.5	6.31%	-10.13%
8	43.6	6.01%	-18.96%	66.3	8.92%	52.14%	53.2	7.07%	-19.77%
9	53.2	7.33%	0.73%	42.4	5.71%	-20.23%	64.1	8.52%	51.30%
10	53.2	7.34%	32.35%	53.1	7.15%	-0.20%	42.3	5.63%	-20.25%
11	40.2	5.55%	-1.84%	52.9	7.13%	31.55%	52.4	6.96%	-0.99%
12	41.2	5.68%	-28.88%	40.1	5.40%	-2.68%	53.0	7.04%	32.26%
SpEd 3-4	3.0	0.42%	12.35%	3.3	0.45%	9.14%	3.2	0.43%	-1.99%
4yr AR	14.4	1.99%	-0.28%	14.7	1.98%	1.74%	14.9	1.98%	1.69%
PK	11.6	1.60%	19.36%	14.1	1.90%	21.93%	14.3	1.89%	0.89%
NG									
Grand Total	725.1	100.00%	-0.48%	742.8	100.00%	2.43%	752.6	100.00%	1.32%

Districts


417
800
700
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500
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300
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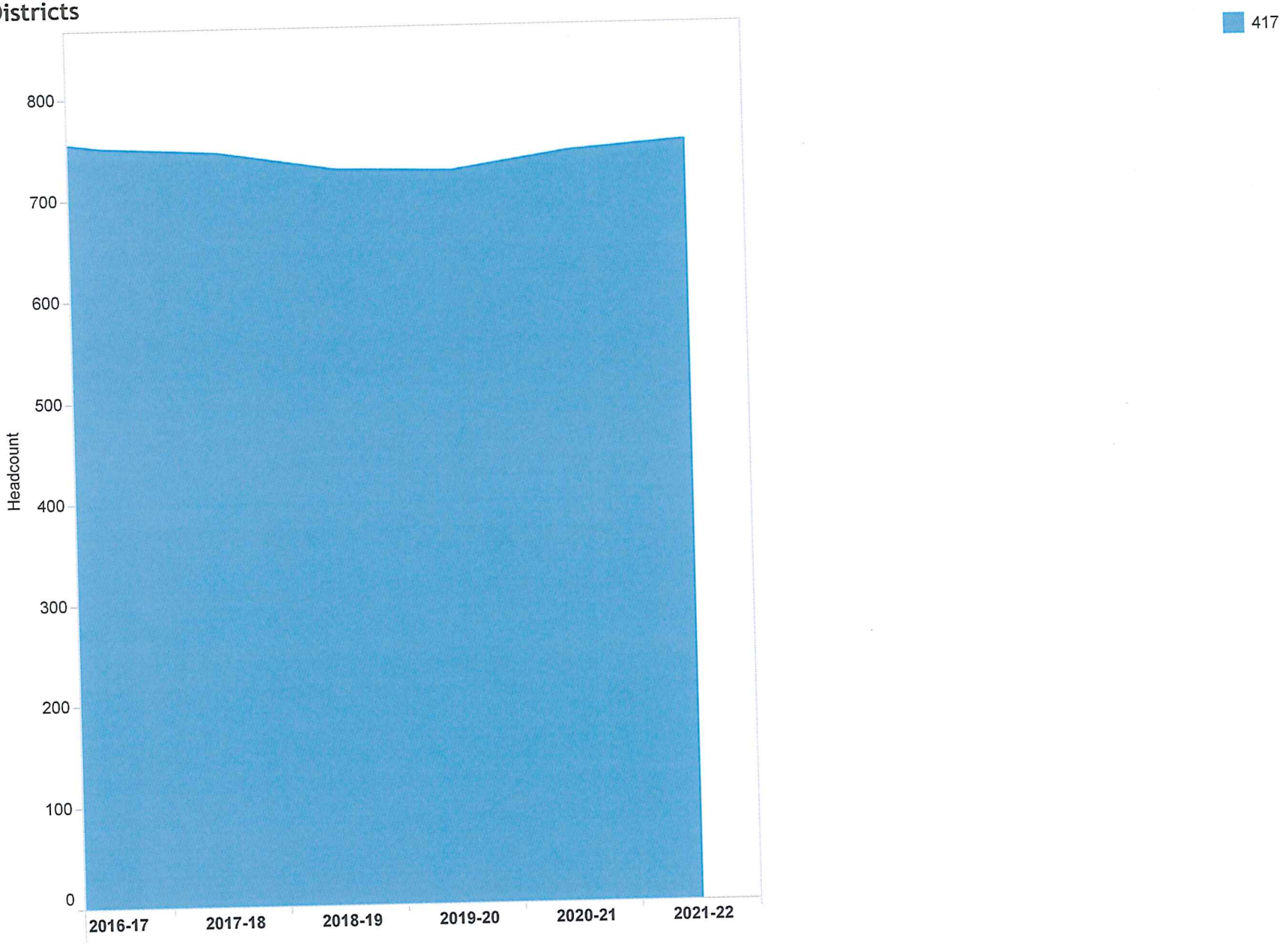
100
0
Headcount
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
2015-16

Districts


417
800
700
600
500
400
300
200
100
0
Headcount
2016-17
2017-18
2018-19
2019-20
2020-21
2021-22

Districts 2

	Year1											
	2007-08			2008-09			2009-10			2010-11		
District	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	
417	827.0	100.00%		811.0	100.00%	-1.93%	795.0	100.00%	-1.97%	775.0	100.00%	
Grand Total	827.0	100.00%		811.0	100.00%	-1.93%	795.0	100.00%	-1.97%	775.0	100.00%	

Districts 2

					Year1						
	2010-11		2011-12			2012-13			2013-14		2014-15
District	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount
417	-2.52%	787.0	100.00%	1.55%	753.0	100.00%	-4.32%	748.0	100.00%	-0.66%	760.0
Grand Total	-2.52%	787.0	100.00%	1.55%	753.0	100.00%	-4.32%	748.0	100.00%	-0.66%	760.0

Districts 2

	Year1									
	2014-15		2015-16			2016-17			2017-18		
District	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change
417	100.00%	1.60%	766.0	100.00%	0.79%	752.0	100.00%	-1.83%	746.2	100.00%	-0.77%
Grand Total	100.00%	1.60%	766.0	100.00%	0.79%	752.0	100.00%	-1.83%	746.2	100.00%	-0.77%

Districts 2

	Year1										
	2018-19			2019-20			2020-21			2021-22	
District	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total	% Change	Headcount	% of Total
417	728.6	100.00%	-2.36%	725.1	100.00%	-0.48%	742.8	100.00%	2.43%	752.6	100.00%
Grand Total	728.6	100.00%	-2.36%	725.1	100.00%	-0.48%	742.8	100.00%	2.43%	752.6	100.00%

Districts 2

	Year1
	2021-22
District	% Change
417	1.32%
Grand Total	1.32%

March 13, 2016

CMA Selection

Discussion Item

Select BOE members for the CMA Selection

March 13, 2016

Executive Session

Executive Session (if needed)

OPEN MEETING LAW
REQUIREMENTS FOR EXECUTIVE SESSION

Sample Motion:

"Mr. President, I move that we go into executive session for the purpose of discussing (fill in subject) in order to (fill in justification), and that we return to open session in this room at (fill in time).

SUBJECT	JUSTIFICATION
Personnel matters for non-elected personnel	Protect the privacy interests of an identifiable individual(s)
Matters relating to actions adversely or favorable affecting a person as a student, except that any such person shall have the right to a public hearing if requested by that person	Protect the privacy rights of a student who is identifiable
Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships	Protect the privacy rights of a corporation, partnership, trust, etc. with regard to their financial affairs
Consultation with an attorney that would be deemed privileged in attorney-client relationship	Protect the attorney-client privilege and the public interest
Matters relating to employer-employee **negotiations** whether or not in consultation with the representative or representatives of the body or agency	Protect the district's right to the confidentiality of its negotiating position and the public interest
Preliminary discussions relating to the **acquisition of real property**	Protect the district's financial interest and bargaining position