



Kansas City, Kansas Public Schools

Unified School District No. 500

SPECIAL AGENDA

Tuesday, February 20, 2009
10:00 a.m.

I. Call to Order

II. Roll Call

George Breidenthal Jr.
Brenda C. Jones
Richard J. Kaminski
Vicki Meyer

Linda Pendleton
Meredith Schraeder
Gloria Willis

III. Approval of Special Agenda

IV. Reports of the Superintendent

- A. Review Guiding Principals for Decision Making.
- B. Discuss Impact of Rescission of Funding Formula Current Year.
- C. Discuss Potential Impact of the Rescission of Funding Formula for the 2009-2010 School Year.
- D. Discuss Options and Considerations in Response to Decrease in State Funding.
- E. Executive Session for the Following Exceptions to the Kansas Open Meetings Act:
 - (a) Negotiations Exception
 - to protect the public interest in negotiating a fair and equitable contract
 - (b) Non-Elected Personnel Exception
 - to protect the privacy interests of an identifiable individual
- F. Discuss Local Option Budget and Mill Levy Impacts.

Regular Agenda
February 20, 2009
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- G. Share What we Learned from Zero Based Budget Reviews.
 - H. Review of Policies and Decision Making.
 - I. Executive Session for the Following Exceptions to the Kansas Open Meetings Act:
 - (a) Attorney Client Exception
 - for consultation with the Board's attorney on a matter protected by the attorney-client privilege
 - (b) Negotiations Exception
 - to protect the public interest in negotiating a fair and equitable contract
 - (c) Non-Elected Personnel Exception
 - to protect the privacy interests of an identifiable individual
 - J. Approve Contract with Southeast Kansas Education Service Center (SEKESC) (Note Page 4).
- V. Adjournment**



Kansas City, Kansas Public Schools

Unified School District No. 500

MEMORANDUM

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

FROM: Dr. Jill Shackelford, Superintendent of Schools

DATE: February 20, 2009

RE: **CONTRACT FOR Education Services**

RECOMMENDATION:

That the Kansas City, Kansas Board of Education **approve the contract with Southeast Kansas Education Service Center (SEKESC)** as submitted by Dr. Cynthia Lane, Assistant Superintendent of Business and Instructional Support and recommended by Dr. Jill Shackelford, Superintendent of Schools.

EXPLANATION:

The Superintendent and Board of Education have a long history of providing alternative education services for students whose life circumstances or personal preferences require more flexibility than a traditional school setting may be able to provide. During times of economic challenges, we are examining all aspects of the District expenditures looking for more efficient methods to provide our students high quality educational services.

We currently contract with SEKESC to operate the REACH 500 drop out retrieval program, that has been highly successful, and to operate KCV Academy, for students who are residence of KVC Behavioral Health Services. Following discussion with SEKESC we recommend approval of the contract for services to our high school students currently attending the District operated program of Fairfax Learning Center. SEKESC will operate the program within the same space now housing FLC at the Education Center. SEKESC will be responsible to provide a quality education program aligned to the District's graduation requirements. In exchange for the services, the District agrees to transfer the equivalent of the Base State Aid Per-Pupil for each Full Time Equivalent student enrolled at the Learning Center.

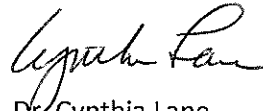
Enrollment for the Learning Center is estimated at f40 full time students attending, resulting in a projected \$158,400 (Base Aid estimated at \$3,960 times 40). Currently the District is expending \$242,574 on salaries and benefits. We recommend the contract with confidence our students will receive a quality educational program while reducing costs.

Recommended by:



Dr. Jill Shackelford
Superintendent

Submitted:



Dr. Cynthia Lane
Assistant Superintendent
Business & Instructional Services

LEARNING CENTER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between SOUTHEAST KANSAS EDUCATION SERVICE CENTER, hereinafter referred to as "SEKESC" and USD 500 Kansas City, Kansas, and hereinafter referred to as "DISTRICT."

1. **Term of Agreement.**

- (a) The Agreement shall be effective July 1, 2009, and shall end on June 30, 2010, or upon such dates and times as may be mutually agreed upon by the parties, in writing.
- (b) This Agreement shall automatically renew for an additional period of twelve (12) months unless notice is given by either party ninety (90) days prior to the end of the annual term. Should such notice of termination be sent, this Agreement shall terminate ninety (90) days after receipt of such notice.

2. **Independent Contractor.** SEKESC is an Independent Contractor performing services for DISTRICT. As such, SEKESC is not an agent or employee of DISTRICT. SEKESC employees will not be entitled, among other things, to share in employee benefits available for regular employees of DISTRICT. Similarly, DISTRICT will have no obligations with respect to SEKESC that DISTRICT may otherwise have, at law, with respect to regular employees. DISTRICT shall neither have nor exercise any control over the professional judgment or practice of Contractor and its employees.

3. **Scope of Services.** SEKESC shall provide the educational services more particularly described in Exhibit A, attached hereto and incorporated by reference herein (hereinafter, "educational services"), at the Fairfax Learning Center situated in Kansas City, Kansas ("the Learning Center"). As to this requirement, SEKESC shall:

- a) Provide classroom instruction for a maximum of twelve (12) long-term suspended or expelled DISTRICT students (hereinafter "the students") at any point in time, upon approval of academic school year 2009-2010. SEKESC covenants that such instruction shall be provided in accordance with DISTRICT academic policies and procedures. SEKESC represents that it has reviewed such policies and procedures. Moreover, SEKESC agrees that participating students shall attend classes and/or participate in educational internships supervised by SEKESC not less than 27 hours per week;
- b) Employ classroom teachers, aides, counselors, administrative staff and other support necessary to fully execute the terms of this Agreement. In carrying out its obligations, SEKESC will only utilize Kansas certified teachers, who will at all times, be deemed the agents and employees of SEKESC and not DISTRICT and

who may further function as independent contractors employed by SEKESC during the term of this agreement; and

4. **Compensation.** In exchange for SEKESC's satisfactory performance of its obligations under this Agreement, DISTRICCT shall only pay SEKESC an amount equal to the Base State aid per pupil for each Full Time Equivalent (FTE) student enrolled at the Learning Center.

(a) DISTRICT agrees to pay SEKESC in eight (8) equal installments (October through May) upon invoice from SEKESC.

(b) After recovering the initial cost of the computer equipment, software, and instructional technology for the Learning Center identified in Exhibit B, attached hereto and incorporated by reference herein, SEKESC and DISTRICT will share equally (50%) in any and all revenue generated from the Base State Aid in excess of expenses incurred in the operation of the Learning Center, including a reasonable reserve ("Excess Revenues.").

(c) Excess Revenues returned to DISTRICT in accordance with under Paragraph 4b, shall be computed based on the combined income and expenses of the two programs operated by SEKESC on behalf of DISTRICT (currently named 500 Reach Community Learning Center and Fairfax Learning Center). This refund shall be computed using the SEKESC's June 30 financial statements pertaining to the operation of the Learning Center. SEKESC will retain sufficient funds to cover Learning Center operation/program expenses for a three-month period to insure compliance with Kansas cash basis laws.

(d) Expenses incurred by SEKESC for the operation of the Learning Center may include, but not be limited to, central office support, financial accounting, audit and communications. SEKESC funding will be used for the delivery of instruction to students enrolled in the Learning Center including, but not limited to, teacher and staff salaries, appropriate facilities, counseling services and student support, curriculum development, promotion, instructional materials and technology, computers, software, and supervision.

5. **Responsibilities.** The responsibilities of the parties are as follows:

SEKESC shall be responsible to:

(a) Provide staff and supervision for the program;

(b) Enter into agreements for computer hardware, internet access, and software acquisition and equipment maintenance;

- (c) Provide for fiscal accounting to the Local Advisory Committee and district Board of Education;
- (d) Comply with all laws of the United States of America and the State of Kansas; all ordinances, or regulations governing SEKESC's provision of educational services under this agreement and to hold DISTRICT harmless from any loss or damage occasioned by SEKESC's violation thereof.
- (e) Provide payment of expenses incurred in the normal operation of the program;
- (f) Retain sufficient funds to cover program operation expenses for a three-month period;
- (g) Provide ongoing staff development and training;
- (h) Provide continuing curriculum development and student support; and
- (i) Obtain all required licenses and professional credentials and to maintain such for the term of this Agreement.

District agrees to:

- (a) Count enrolled students during Count Day period;
- (b) Reimburse SEKESC the Base State Aid per Full Time Equivalent student for the September Count to SEKESC;
- (c) Allow utilization by SEKESC of space currently occupied by the Fairfax Learning Center at no charge.
- (d) Provide staff personnel for individual student/client transcript analysis and curriculum alignment with DISTRICT standards/benchmarks as necessary; and
- (e) Endorse a performance-based diploma.

6. **HIPAA Compliance and Confidential Records.** In instances where SEKESC receives Protected Health Information (PHI) from DISTRICT, SEKESC agrees that it shall:

- (a) Comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability

Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.

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

(c) Promptly report to DISTRICT any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

(d) **Other confidential records.** In the execution of the duties and obligations under this Agreement, SEKESC further agrees to adhere to all other confidentiality laws, rules, ordinances and regulations related to the disclosure of records or confidential information and educational records pertaining to DISTRICT students, families and staff.

7. **Complete Agreement and Amendment.** This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

8. **Insurance.** SEKESC agrees to maintain general liability insurance and insurance for worker's compensation for all employees of SEKESC and shall hold DISTRICT harmless from any claims or causes of action initiated by employees of SEKESC as a result of the negligence of SEKESC employees. DISTRICT shall provide worker's compensation and general liability insurance for all of its employees working in support of the program and shall hold SEKESC harmless from any claims or causes of action initiated by employees of DISTRICT as a result of negligence of DISTRICT employees; provided, that in no event shall DISTRICT be subjected to any liability greater than found in Kansas Tort Claims Act, K.S.A. 75-6101 et. seq., and amendments thereto.

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

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

11. **Assignment.** The parties agree that they shall not assign, transfer or sell the rights provided for under this Agreement without the written consent of the other.

12. **Non-Discrimination.** The parties agree that they shall not discriminate against anyone on the basis of age, race, gender, national origin, religion or disability in execution of the duties and obligations herein.

13. **Waiver.** No failure of SEKESC or DISTRICT to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of SEKESC and DISTRICT that varies from the terms of this Agreement, shall waive SEKESC' or DISTRICT's right to demand full compliance with this Agreement.

14. **Severability.** This Agreement shall be governed by the laws of the State of Kansas; and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflict ins provision had not been written or made a part hereof. The provisions found in the Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in the contract and made a part hereof.

15. **Local Advisory Committee.** There shall be established by SEKESC a Local Advisory Committee comprised of the Executive Director of SEKESC, or Executive Director designee and the Superintendent of each district or said Superintendent's designee, for each district which is a party to this agreement or a similar agreement, and which has students enrolled in the program. The Local Advisory Committee shall consult with SEKESC on the operation of the program.

16. **Notices.**

- (a) All notices sent to USD 500 must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

UNIFIED SCHOOL DISTRICT NO. 500

ATTN: _____

Kansas City, KS 66101

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

SOUTHEAST KANSAS EDUCATION
SERVICE CENTER.,

ATTN: _____

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

DRAFT COPY FOR REVIEW

EXHIBIT A

PROVIDED EDUCATIONAL SERVICES

1. Fairfax Learning Center is a performance based high school alternative program located in Kansas City, Kansas.

2. Fairfax Learning Center allows students to receive their diploma from their home sponsoring school. This is possible since each student's programs is individualized and tailored to meet the graduation requirements of their sponsoring school.

3. Fairfax Learning Center uses computer-assisted instruction to earn credits toward graduation. This allows students to move at their own pace and to receive help at the moment they need it. Certified teachers are available to do individual small group, or whole class instruction. The interactive software that is an integral part of the program was developed by the American Education Corporation and/or other software companies.

4. Once the student meets their home sponsoring district and state requirements for completion of their course work, they receive a high school diploma from their sponsoring school district.

5. A sample of on-line courses include:

American Government	American History	World History
English 1,2,3, & 4	General Math 1 & 2	Pre-Algebra
Algebra 1 & 2	Geometry	Biology
Ecology	Keyboarding	Foreign Language
Life & Employability Skills Computer word processing, spreadsheets, databases		

6. SEKESC will report the student enrollment and Full Time Equivalency to the sponsoring district for enrollment calculations.

7. Program staff will report student attendance and progress periodically to the sponsoring district.

8. Student Qualifying Standards:

a. A student must have their sponsoring district's approval.

- b. A student may not have already graduated from any high school or issued a high school diploma.
- c. A student must meet their sponsoring district's graduation requirements in order to graduate.

DRAFT COPY FOR REVIEW